EIT Urban Mobility
Financial support agreement

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This financial support agreement, hereinafter the "**Agreement**", shall have retroactive[1] () effect as of 1 January 2023 ("**Effective Date**") and is entered into by and between:

EIT KIC Urban Mobility, S.L.U., established in Carrer de Pamplona, 104, 08018, Barcelona, Spain, VAT number B67513630, represented by Mr. Francisco Ibáñez as CFO, hereinafter referred to as "**KIC LE**";

And

[RecipientOfSubgrant], registered in [Address], [City], [Country], with VAT number [Number], represented by [NameOfRepresentative] as [Position], hereinafter referred to as the "**Recipient**";

Hereinafter, jointly or individually, referred to as "Parties" or "Party";

WHEREAS:

The KIC LE has entered into a Partnership Agreement **("PA")** with the European Institute of Innovation and Technology **("EIT")**, with the effective date of 1 January 2021, establishing a long-term cooperation laying down the general terms and conditions under which KIC LE must operate as an institutionalised European partnership under the Horizon Europe Programme.

Under the terms of the PA, the KIC LE has been awarded a grant for the action Business Plan 2023-2025 by the EIT, to carry out a series of KAVAs in accordance with the EIT Regulation, contributing to the integration of the knowledge triangle of education, business, research and innovation, in a thematically focused innovation system (the "**Knowledge Triangle Activities**"), and contributing to the overall objectives of the EIT and, for this purpose, has entered into a Grant Agreement with the EIT (the "**GA**"), with effective date of 1 January 2023, laying down the provisions concerning the implementation of the activities through grants, which, among others, allows the KIC LE to provide financial support to third parties for projects and actions related to KAVAs (the "**Financial Support to Third Parties**").

The Recipient is willing to implement one or more KAVAs. Subject to the selection procedure and criteria of the KIC LE, the KIC LE may select one or more proposals for KAVAs of the Recipient.

Besides **KAVAs** funded by the EIT grant, the Recipient may also be involved in additional activities, projects and prizes with or via the KIC LE that are not funded under the grant (Non-EIT Funded Activities or "**NEFAs**"). Such NEFAs fall outside the scope of this Agreement and will be dealt with via separate arrangements between the Recipient and the KIC LE.

The Recipient may be involved in such KAVAs as a **Third Party Receiving Financial Support**.

The KIC LE, in its capacity of beneficiary under the GA, must respect certain conditions in terms of transparency, non-discrimination, sound financial management and no conflict of interest. The KIC LE must further ensure that other conditions in terms of eligibility of costs, financial control and audit mechanism, intellectual property rules, communication, dissemination and visibility rules, standards for monitoring and reporting and rights for EIT, OLAF and Court of Auditors and other similar institutions, as provided for in the GA, are put in place with the Recipient.

[1] Retroactive effects if Agreement is signed after 1st January 2023.

In this Agreement the Parties wish to lay down the contractual arrangements between them regarding their respective rights and obligations for the implementation by the Recipient of KAVAs, transposing to the extent needed the provisions of the GA.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Article 1: Definitions

1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Horizon Europe Programme, the EIT Regulation, in the Partnership Agreement or Grant Agreement, including their respective Annexes.

1.2 Additional Definitions

"Authorised Representative" shall mean the person or persons duly authorised to sign this Agreement, including its Annexes, on behalf of a Party.

"Co-funding" is the Recipient's contribution to a Project.

"Effective Date" shall mean the date first referenced above.

"EIT" or **"granting authority"** shall mean the European Institute of Innovation and Technology, currently regulated by Regulation (EU) 2021/819 of the European Parliament and of the Council of May 20, 2021 ("**EIT Regulation**").

"Force Majeure" shall mean any situation or event that

- prevents either Party from fulfilling their obligations under this Agreement,
- was unforeseeable, exceptional situation and beyond the Parties' control,
- was not due to error or negligence on their part (or on the part of other participants involved in the action), and
- proves to be inevitable in spite of exercising all due diligence.

"Grant Agreement" or "GA" shall mean the agreement signed by the EIT and the KIC LE, setting out the rights and obligations applicable to the EIT grant awarded for the implementation of the KIC Business Plan, which is available on EIT UM's website and as altered, amended, re-instated or replaced from time to time.

"Horizon Europe Programme" shall mean Regulation (EU) 2021/695 of the European Parliament and of the Council of 28 April 2021establishing Horizon Europe – the Framework Programme for Research and Innovation, laying down its rules for participation and dissemination, and repealing Regulations (EU) No 1290/2013 and (EU) No 1291/2013.

"Implementation Handbook" shall mean the guidance and KIC LE's internal process for the implementation of Projects publicly available at KIC LE's website.

"IP Policy" shall mean the KIC LE's IP Policy as available on KIC LE's website.

"KIC Added Value Activity" or "KAVA" shall mean activities carried out by the KIC LE, contributing to the integration of the knowledge triangle, including the establishment, administrative and coordination activities of the KIC, and contributing to the overall objectives of the EIT.

"KIC Business Plan" shall mean the KIC Business Plan as defined in the PA. The KIC Business Plan is attached as Part B of the grant application submitted by KIC LE.

"Partnership Agreement" or "PA" shall mean the agreement laying down the general terms and conditions under which the KIC LE must operate as an institutionalised European partnership, entered into by and between the EIT and the KIC LE, with an effective date of 1 January 2021, as altered, amended, re-instated or replaced from time to time.

"Project(s)" shall mean the actions contributing to the KIC Business Plan, which the Recipient shall implement, as described in the relevant Project Plan and according to the Project Schedule as part of the Project Agreement. A Project may consist of KAVA(s) and/or NEFA(s). The Recipient may be involved in multiple Projects under the KIC Business Plan, being described each of them in Project Agreement(s) to be attached to this Agreement.

"Project Agreement" shall mean the legally binding arrangements, including the expected results, work plan, and budget and any other specific provisions to be attached to this Agreement as an Annex, laying down the specific terms and conditions concerning these Project(s).

"**Third Party Receiving Financial Support**" shall mean a recipient of financial support to third parties, in the form of grants, prizes or similar forms of support as described in Article 9.4 and Annex V of the GA.

Article 2: Purpose

The purpose of this Agreement is to lay down the contractual arrangements between the Parties regarding their respective rights and obligations pertaining to the implementation by the Recipient of KAVAs or Projects. For the implementation of the KAVA the Recipient will act as a Third Party Receiving Financial Support from KIC LE.

The contractual arrangements will in particular pertain to monitoring and reporting, IPR rules, communication, dissemination and visibility rules, information obligations, checks, reviews, audits and investigations, financial provisions (including eligibility rules for KAVAs), division of roles and responsibility, inter alia liability, non-disclosure of information and dispute resolution.

The Recipient acknowledges and agrees that in this Agreement, the conditions of the GA are transposed in the legal arrangement between the KIC LE and the Recipient, in order to ensure that the KIC LE shall meet its obligations and exercise its rights (including those towards the EIT) under the GA.

The Parties agree that the terms and conditions set forth by virtue of this Agreement shall regulate the Project Agreements that may be executed during the period of enforcement of this Agreement.

Article 3: Entry into force, duration, and termination

3.1 Entry into force and duration

This Agreement shall have effect from the Effective Date until the end date of the GA.

However, this Agreement may be terminated in accordance with Article 3.2 of this Agreement.

The duration of this Agreement does not determine the duration of a Project, which may be longer or shorter. If the duration of a Project is longer than the duration of this Agreement, the continuation may be subject to EIT funding being available.

3.2 Termination

3.2.1. Breach by KIC LE -Termination by the Recipient

3.2.1.1. In the event that the KIC LE is in breach of its obligations under this Agreement, the Recipient may give formal notice to the KIC LE requiring that such breach will be remedied within 90 calendar days of this formal notice, unless such breach cannot be remedied.

If such breach is substantial and is not remedied within that period of 90 calendar days or, is not capable of remedy, the Recipient may decide to terminate the Agreement upon written notice.

3.2.1.2. The Recipient may terminate this Agreement with immediate effect through written notice to the KIC LE, if the KIC LE is subject to an event of Force Majeure, which prevents the KIC LE from correct performance of its obligations hereunder and such circumstances have lasted, or can reasonably be expected to last more than 120 calendar days.

3.2.2. Breach by Recipient - Termination by the KIC LE

3.2.2.1. In the event that the Recipient is in breach of its obligations under this Agreement, the KIC LE may give formal notice to the Recipient requiring that such breach will be remedied within 14 calendar days of this formal notice, unless such breach cannot be remedied.

If such breach is substantial and is not remedied within that period or, is not capable of remedy, the KIC LE may decide to declare the Recipient to be a defaulting Party and to decide on the consequences thereof which may include termination of this Agreement upon notice and other measures (see Article 3.3.2 of this Agreement). Such serious breaches are for example improper implementation of the Project(s), non-compliance with the call conditions, submission of false information or incomplete information, failure to provide required information, breach of ethics or security rules (if applicable).

3.2.2.2. The KIC LE may terminate this Agreement with immediate effect through written notice to the Recipient, if the Recipient is subject to an event of Force Majeure, which prevents the Recipient from correct performance of its obligations hereunder and such circumstances have lasted, or can reasonably be expected to last more than 120 calendar days.

3.2.2.3. The KIC LE may terminate this Agreement if the Recipient is in breach of any of its material obligations under any binding regulation or agreement with the KIC LE, including those stemming from its condition of partner of the KIC LE (if apply), always provided that such breach is duly notified to the Recipient, has not been cured and results in a termination due to breach in accordance with the applicable provisions for such termination. Following a default under this Agreement, the KIC LE may also terminate any other agreement it may have with the defaulting Recipient.

3.2.2.4. If the GA is terminated by the EIT or the KIC LE, the KIC LE shall have right to terminate this Agreement upon notice to the Recipient, subject to the provisions surviving the expiration of termination under Article 3.3.1 of this Agreement.

3.2.2.5. The KIC LE may at any time terminate this Agreement immediately upon notice if one of the following events occurs:

- a change to the legal, financial, technical, organisational or ownership situation of the Recipient is likely to substantially affect or delay the implementation of the Project(s) it is involved in or calls into question the decision to select the Project(s) (including changes linked to one of the exclusion grounds listed in the declaration of honour, signed by the time of the signature of this Agreement);
- the Recipient is subject to bankruptcy proceedings or similar (including insolvency, winding-up, administration by a liquidator or court, arrangement with creditors, suspension of business activities, etc.);
- the Recipient is in breach of social security or tax obligations;
- the Recipient (or person having powers of representation, decision-making or control, or person essential for the implementation of the projects) has been found guilty of grave professional misconduct;
- the Recipient (or person having powers of representation, decision-making or control, or person essential for the implementation of the projects) has committed fraud, corruption, or is involved in a criminal organisation, money laundering, terrorism related crimes (including terrorism financing), child labour or human trafficking or there are reasonable evidences supporting it;
- the Recipient (or person having powers of representation, decision-making or control, or person essential for the implementation of the projects) was created under a different jurisdiction with the intent to circumvent fiscal, social or other legal obligations in the country of origin (or created another entity with this purpose);
- the Recipient (or person having powers of representation, decision-making or control, or person essential for the implementation of the Projects) has committed substantial errors, irregularities or fraud.

3.3 Effects of termination

3.3.1. Survival of rights and obligations

After termination, the Recipient's obligations (in particular Articles 6.3 (Reporting), 10 (IPR), 11 (Communication, dissemination and visibility rules), 13 (Checks, reviews, audits and investigations), 16 (Liability), 17 (Non-disclosure of information), 19.7 (Applicable law) of this Agreement; and Articles 26 (Impact evaluation), 27 (Rejections), 28 (Grant reduction) and 42 (Assignment of claims) of the GA continue to apply.

Termination shall not affect any rights or obligations of the Parties incurred prior to the date of termination, unless otherwise stipulated herein or agreed between the Parties. This includes the obligation to provide all input, deliverables, and documents for the period that the Agreement was still in force and effect.

3.3.2. Measures towards defaulting Recipient

KIC LE shall have the right to stop or reorient the scope of the KAVA(s) in which the defaulting Recipient is involved. KIC LE shall also have the right to suspend any payment towards the defaulting Recipient and to request the defaulting Recipient to return the funds received (recovery or withdrawal of funds)

without prejudice to its right to claim compensation for damages caused by Recipient's breach. Specific details of the process are laid down in the Implementation Handbook.

For the avoidance of doubt, KIC LE may decide to recover funds if and to the extent the Project implemented so far has not started or rendered any substantial innovation or other benefit, or in the situations referred to in Article 7.4.1 of this Agreement.

3.3.3. Termination report

The Recipient must – within 60 days from when termination takes effect – submit a termination report, for the open reporting period under the Project(s) until termination, containing an overview of the progress of the work, the financial statement, the explanation on the use of resources, and if applicable, the certificate on the financial statements to the KIC LE. Specific details of the process are laid down in the Implementation Handbook.

The KIC LE will calculate the amount that might be due to the Recipient on the basis of the report submitted and taking into account the costs incurred and contributions for KAVAs implemented before the end of work date (see Article 7 of this Agreement). Costs relating to contracts due for execution only after the end of works are not eligible.

If the KIC LE does not receive the termination report within the deadline, only costs and contributions which are included in an approved report by KIC LE will be taken into account (no costs/contributions if no periodic report was ever approved).

For the avoidance of doubt, after termination the Recipient shall also be obliged to provide further information, records and supporting documents in the context of checks, reviews, audits or investigations.

3.3.4. Other agreement(s)

For the avoidance of doubt, termination of this Agreement shall not automatically release the Parties from their obligations under other agreement(s) they have concluded, unless they have also been terminated.

Article 4: Project(s)

4.1 General Principles

The Recipient is fully responsible towards the KIC LE for implementing its tasks in the Project(s).

The Recipient must:

a. implement this Agreement and the Project Agreements (that might be eventually added as an Annex to the Agreement) to the best of its abilities, in good faith and in accordance with all the obligations and terms and conditions it sets out.
b. ensure that its employees or representatives hold enough and sufficient capacity to act on behalf of the Recipient to (i) operate in EIT UM's partners site platform and (ii) accept the inclusion of the Project Agreement(s) as an Annex to this Agreement. The inclusion of Project Agreement(s) as an Annex to this Agreement will bind the Recipient by the time the acceptance by the Recipient is produced at EIT UM's Partner's site.

c. have the appropriate resources to implement the Project(s) under its own responsibility. [If the Recipient relies on its affiliated entities or other third parties (see Article 4.4 of this Agreement), the Recipient retains sole responsibility towards EIT, the KIC LE and the other Recipients involved in the Project(s). If the KIC LE expressly requires joint and several liability of affiliated entities they must sign the declaration on joint and several liability of affiliated entities and may be held liable in case of enforced recoveries against their Recipients (see Article 22.2 and 22.4 of the GA).
d. remain eligible under the Horizon Europe programme funding for the entire duration of this Agreement. Costs and contributions will be eligible only as long as the Recipient and the Projects are eligible.
e. promptly notify to the KIC LE any significant information, fact, problem or delay likely to affect its participation in the Project(s), especially relating to the events mentioned in Article 3.2.5.5 of this Agreement.
f. promptly provide all information reasonably required by the KIC LE for the implementation of the Projects (including mid-term reviews, if any) and the reporting of the costs.

4.2 Proper implementation of the Project(s)

The Recipient must implement the Project(s) as described in the relevant Project Plan and according to the Project Schedule of the Project Agreement.

Recipients involved in the same Project will regulate in their consortium agreements their operation and co-ordination, to ensure that the Project is implemented properly. The consortium agreements may include:

a. the internal organisation of the consortium,
b. financial and technical responsibilities,
c. additional rules on rights and obligations related to background and results,
d. settlement of internal disputes,
e. liability, indemnification, and confidentiality arrangements between the consortium Recipients involved in the same Project.

4.3 Consequences of not properly implementing a Project

The Recipient acknowledges that the KIC LE, in accordance with the PA, must follow EIT's sound portfolio management principles and implement systemic, effective and reliable monitoring of progress towards KIC strategic objectives, allowing KIC LE to fast-track, re-orient or stop KIC activities.

In the event of an improper implementation of the Project by the Recipient in accordance with the Project Agreement, the KIC LE, at its own discretion and following the KIC LE's Implementation Handbook, may:

1. re-orient the scope of the Project,
2. reduce the amount of grant and/or
3. stop a Project pursuant to the Go / no Go process published in applicable KIC Projects Implementation Handbook.

Further details may be further developed and included in the Project Agreement.

4.4 Involvement of third parties (including affiliated entities, subcontractors)

4.4.1 The affiliated entities which will participate in a Project are further described in the Project Agreement.

For further involvement of third parties in a Project, the Recipient will have to comply with the applicable KIC Projects implementation rules and guidelines included in the Implementation Handbook.

4.4.2 Subcontracting

Subcontracting costs/purchase costs for the Projects (including related duties, taxes and charges, such as non-deductible or non-refundable value added tax (VAT)) are eligible, if they are calculated on the basis of the costs actually incurred, fulfil the general eligibility conditions and are awarded using the Recipient's usual purchasing practices — provided these ensure subcontracts/purchase costs with best value for money (or if appropriate the lowest price) and that there is no conflict of interests.

Recipients that are 'contracting authorities/entities' within the meaning of the EU Directives on public procurement must also comply with the applicable national law on public procurement. The tasks to be subcontracted, the estimated cost for each subcontract and the total estimated costs of subcontracting per Recipient must be set out in the Project Agreement.

4.4.3 The Recipient must ensure that its contractual obligations under Articles 4.2 (Proper implementation of the Project), 11 (Visibility rules), 12 (Information, record keeping), 14 (Conflict of interest), 17 (non-disclosure of information), 15 (Ethics), of this Agreement and any other specific rules for carrying out Project as described in the Agreement and the relevant Project Agreement, also apply to the involved subcontractors.

The Recipient must ensure that the KIC LE, the EIT, and/or the European Commission, the European Anti-Fraud Office (OLAF), European Public Prosecutor's Office (EPPO) and the European Court of Auditors (ECA), can exercise their rights also towards the involved third parties (see Article 13 of this Agreement).

Article 5: Project Contribution – KAVA

5.1 Project contribution

5.1.1. The KIC LE and the Recipient shall each make certain contributions to each Project. These contributions are set out in the Project Budget of the Project Agreement.

5.1.2. The Recipient shall receive a financial contribution by the KIC LE only for its tasks in the Project(s), carried out in accordance with this Agreement and the relevant Project Agreement.

5.1.3. The Recipient shall use the financial support transferred by the KIC LE only for the implementation and execution of the relevant Project as reflected in the Project Agreement.

5.2 Cost eligibility rules

For EIT funded Actions ("KAVAs"), the eligibility rules of Article 6 of the GA are hereby transposed in this Agreement. The eligibility rules are further described in the Annex 1 to this Agreement.

If the Recipient declares costs or contributions that are ineligible, they will be rejected.

The KIC LE shall be under no obligation to distribute EIT funding to the Recipient unless the eligibility rules of Article 6 of the GA are complied with and Recipient has fulfilled all its other obligations pertaining to the implementation of EIT funded KAVA's under this Agreement.

Article 6: Monitoring and reporting

6.1 General monitoring and reporting obligation

6.1.1. The Recipient acknowledges and agrees that the following standards for the monitoring are to be put in place:

- systematic monitoring and review of the Project(s) (e.g. staff management, procurement, financial management, quality control, risk management, distribution and provision of support to final recipients, outputs, activity, financial reports etc.), in the format and timing specified by the KIC LE;
- effective and reliable monitoring and reporting of the Project(s) (including information on indicators, EIT Impact Framework, progress towards financial sustainability, KIC partnership, legality and regularity of the expenditure claimed, etc.), in the format and timing specified by the KIC LE;
- provisions for re-orienting or stopping underperforming Project(s) (with regular 'go'/'no go' decision points, including a payment system linked to milestone achievements) and, for stopped activities, quarterly information of the KIC LE;
- a mechanism to evaluate high potential project outcomes and fast track them towards further investment and rapid development;
- ensure the legality and regularity of the expenditure claimed.

6.1.2. In order to ensure the standards as referred to above, the Recipient acknowledges and agrees that monitoring and reporting is of the essence for the KIC LE, this Agreement and the financial support provided by the KIC LE.

6.1.3. The Recipient shall:

comply with any reporting policy and instructions issued by the KIC LE, in accordance with the timing and conditions it sets out as may be amended/modified by the KIC LE;

comply with any and all other monitoring and reporting requirements, including any future requirements by the KIC LE and/or as may be established by the KIC LE, as the case may be pursuant to requirements of EIT;

proactively report any developments which may seriously affect the Project(s) including the achievement of the overall Project target, any milestone thereunder and/or the purpose of the financial support immediately upon their respective occurrence.

6.2 Monitoring

The Parties agree to comply with the specific monitoring and evaluation principles as further detailed in the relevant Project Agreement(s) and in the Implementation Handbook available at KIC LE's website.

6.3 Reporting

Without prejudice to the generality of the foregoing, the Recipient shall comply with the reporting requirements as set out in the Project Agreement, if included therein.

Article 7: Financial provisions

7.1 Payment Schedule

7.1.1. Payment terms

The KIC LE will complete the relevant payments via instalments linked to milestones / deliverables / acceptance conditions and relevant documents in accordance with the in the Project Agreement(s) and the Implementation Handbook, available at KIC LE's website and subject to the availability of funds stemming from EIT.

7.2.2. Payment of the balance

The payment of the balance reimburses the remaining part of the eligible costs (in accordance with Article 5.2 of this Agreement) and contributions for the implementation of the Project(s).

The payment is subject to the approval of the final periodic report. Its approval does not imply recognition of compliance, authenticity, completeness or correctness of its content.

7.2 Eligibility for funding

The Recipient is eligible for any financial support from KIC LE, if all the following provisions are complied with on a continuous basis during the term of this Agreement:

- the relevant Project Agreement has been accepted;
- all relevant eligibility criteria under the Agreement and the Project Agreement are fulfilled;
- the Recipient is not in default under this Agreement, the Project Agreement or another relevant agreement;
- all cost reporting obligations and milestones are complied with up to and including the date of the assessment of the Recipient's eligibility;
- the KIC LE has received the relevant pre-financing, interim payment (if applicable) or payment of the balance from EIT.

7.3 Payments

Payment by the KIC LE to the Recipient shall be made to the bank account as provided by the Recipient to the KIC LE, which new details shall only be effective five working days after receipt by the KIC LE of written notice from Recipient in that respect.

Payments will be made from the KIC LE account. Any recoveries shall be made to KIC LE's bank account.

7.4 Recovery – Setoff

7.4.1. Recovery by KIC LE

In the event the Recipient did not use the financial support from KIC LE for the purpose of the Projects or not in accordance with the terms and conditions of this Agreement or the Project Agreement, it is under the obligation to return the unused or unjustified amounts within 30 calendar days upon notification from the KIC LE.

The KIC LE shall have the right to recover any undue financial support of KIC LE, if the eligibility rules of Article 6 of the GA are not complied with, or if the Recipient has not fulfilled all its other obligations pertaining to the implementation of EIT funded KAVA's under this Agreement.

7.4.2. Setoff

KIC LE shall have the right to setoff payments for any present or future claims KIC LE may have against the Recipient.

Article 8: Financial sustainability

The Recipient acknowledges that KIC LE has a financial sustainability strategy including diversified revenue streams.

Therefore, the Recipient shall make their best efforts to ensure that at least a project partner (the "commercialisation partner") signs a financial sustainability agreement with the KIC LE if required in the relevant Project Agreement(s).

The commercialisation partner(s) is responsible and liable for the execution of the financial sustainability agreement. The Recipient will faciliate the execution of the finacial sustainability agreement by the commercialisation partner according to the role and functions agreed in the relevant Project Agreement.

Article 9: Responsibility

9.1. Either Party shall comply with its obligations towards the other Party under this Agreement and its Annexes, and the Project Agreement(s).

9.2. The Recipient has individual financial responsibility for its own financial obligations under this Agreement and the co-funding agreed upon ("**financial responsibility**").

9.3. The Recipient acknowledges the joint and several responsibility for the technical implementation of each Project the Recipient is involved in ("**technical responsibility**"), therefore it applies at the level of each Project, even though consortium partners may agree to differently distribute the responsibility amongst the consortium partners in their consortium agreements.

The Recipients involved in the same Project are jointly and severally liable for the technical implementation of the relevant Project. If a Recipient fails to implement its part of the Project or in case it withdraws from the Project, the other Recipients in that Project become responsible for implementing this part or completing the Project, without being entitled to any additional funding at Project level for doing so, unless the KIC LE expressly relieves them of this obligation or unless the failure to implement the part of the Project is due to gross negligence of the KIC LE. For the avoidance of doubt, the remaining budget share of the failing or withdrawing Recipient may be reallocated to the remaining Recipients of that Project to enable them to complete the failing or withdrawing Recipient's part of the Project.

For the avoidance of doubt, when executing coordination or monitoring tasks as required by the PA or the GA, for example, coordinating of reporting (i.a. final reporting, progress monitoring, …), the KIC LE is not deemed to be jointly and severally liable for the technical implementation of the Projects.

Article 10: Intellectual Property Rules

Under this Agreement, the (i) Horizon Europe Regulation and EIT regulatory IP rules as defined in GA, (ii) the IPR rules as provided for in Section 1 of Annex 3 to this Agreement, (iii) the KIC LE's IP Policy, as available on KIC LE's website, apply.

Further specific IPR rules for the Project(s) may be set out in the relevant Project Agreement or other agreements pertaining to IP aspects.

Moreover, the IPR provisions of Section 1 of Annex 3 to this Agreement and the KIC LE's IP Policy may be supplemented further in a consortium agreement with the Recipient and other parties involved.

Article 11: Communication, dissemination and visibility rules

Under this Agreement and the Project Agreements, the Communication, dissemination and visibility rules as provided for in Section 2 of Annex 3 to this Agreement apply.

This obligation shall last during the execution of the Project and for a period of one (1) year from the end of the GA under which the financial support has been awarded to the Recipient.

Article 12: Information obligations – record keeping

12.1 General information obligations

12.1.1. Information requests

The Recipient must provide — during the Project(s) or afterwards — any information requested, including Sensitive Information, if necessary, in order to verify eligibility of the costs or contributions declared, proper implementation of the Project(s) and compliance with the other obligations under this Agreement. The information provided must be accurate, precise and complete and in the format requested, including electronic format.

12.1.2. Participant Register data updates

The Recipient must keep — at all times, during the Project(s) or afterwards — their information stored in the Portal Participant Register up to date, in particular, their name, address, legal representatives, legal form and organization.

12.1.3. Information about events and circumstances which impact the Project

The Recipient must immediately inform the KIC LE of any of the following:
(a) events which are likely to affect or delay the implementation of the Project(s) or affect the EU's financial interests, in particular changes in their legal, financial, technical, organisational or ownership situation (including changes linked to one of the exclusion grounds listed in the declaration of honour signed before the signature of this Agreement)

(b) circumstances affecting: (i) the decision to select the Project(s) or (ii) compliance with requirements under the Agreement.

12.2 Record keeping

12.2.1. Keeping records and supporting documents

The Recipient must — at least until the time-limit set out in the Project Agreement(s) — keep records and other supporting documents to prove the proper implementation of the Project in line with the accepted standards in the respective field (if any).

Further details are set out in Section 3 of Annex 3 to this Agreement.

Article 13: Checks, reviews, audits and investigations

The Recipient acknowledges and agrees that enabling checks, reviews, audits and investigations is of the essence for the KIC system. As a consequence thereof, the Recipient shall allow and support any checks, reviews, audits and investigations during the implementation of the Project(s) and afterwards, by the KIC LE, the EIT, and/or the European Commission, the European Anti-Fraud Office (OLAF), European Public Prosecutor's Office (EPPO) and the European Court of Auditors (ECA), deemed necessary by the foregoing in their reasonable discretion to satisfy themselves of the compliance with the obligations under the Agreement, including the proper use of the EIT funding.

Further details are set out in Section 4 of Annex 3 to this Agreement.

Article 14: Conflict of interest

14.1 The Recipient acknowledges and agrees:

- to take all measures to prevent any situation where the impartial and objective implementation of the Agreement could be compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect interest ('conflict of interests').
- to avoid any conflict of interest in the purchase of services and goods in pursuit of the Project(s).

They must formally notify the KIC LE without delay of any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation.

The KIC LE may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

14.2 The Recipient acknowledges and agrees to comply with the principles of transparency, non-discrimination and sound financial management.

Article 15: Ethics and values

The projects must be carried out in line with the ethics and values requirements further described in Section 5 of Annex 3 to this Agreement.

Article 16: Liability towards each other

16.1 Limitations of contractual liability

The Parties shall take all the necessary steps to limit or mitigate any damage.

No Party shall be responsible to the other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act, gross negligence or by a breach of confidentiality.

The terms of this Agreement shall not be construed to amend or limit either Party's statutory liability.

16.2 Damage caused to third parties

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Agreement.

16.3 Hold harmless

The Recipient shall hold the KIC LE and its respective assigns and employees, officers and directors harmless from and against all losses, costs, liabilities, claims, damages and expenses, resulting from or relating to or arising out of the breach or default in the performance of any obligation on the Recipient's part under this Agreement through a legal action, including any counterclaim, that has proceeded to final judgment by a court of competent jurisdiction, in either case to the extent it determined a breach or default by the Recipient in the performance of this Agreement, provided it is not caused by the KIC LE's wilful act or gross negligence. The Recipient will be entitled to make observations towards the KIC LE, regarding the Recipient's obligation to hold the KIC LE harmless and the KIC LE shall reasonably consider such observations by the Recipient. The KIC LE shall take into account the reasonable requests of the Recipient with regard to the defence and the settlement of such claims, including the selection of counsels, and it is understood that KIC LE shall not settle any claim without the consent of the the Recipient.

16.4 Force Majeure

No Party shall be considered to be in breach of the Agreement if it is prevented from fulfilling its obligations under the Agreement by Force Majeure.

Each Party will notify the other Party of any Force Majeure without undue delay.

Article 17: Confidentiality

The Parties must keep confidential any data, documents or other material (in any form) that is identified as sensitive in writing, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the disclosing Party, is "Sensitive Information". Unless otherwise agreed between the Parties, they may use Sensitive Information only to implement the Agreement.

The Parties may disclose Sensitive Information to its personnel or other participants in the same Projects only if they:

(a) need to know it in order to implement the Agreement and
(b) are bound by an obligation of confidentiality.

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 receiving parties of the information are bound by an obligation of confidentiality.

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 or permitted by EU, international or national law.
(d) A time period of 5 years after the disclosure of the Sensitive Information has passed, unless otherwise agreed upon between the Parties
(e) The Sensitive Information is subsequently independently developed by or on behalf of the receiving Party without use of the disclosing Party's Sensitive Information.

If and when the confidentiality obligations no longer apply, the receiving party of the information undertakes to return to the disclosing Party, or to destroy, on request all Sensitive Information that has been disclosed to the receiving parties including all copies thereof and to delete all information stored in a machine readable form to the extent practically possible. The receiving parties may keep a copy to the extent it is required to keep, archive or store such Sensitive Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the receiving party comply with the confidentiality obligations herein contained with respect to such copy.

If either Party becomes aware that it will be required, or is likely to be required, to disclose Sensitive Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

- notify the disclosing Party, and
- comply with the disclosing Party's reasonable instructions to protect the confidentiality of the information.

Article 18: Miscellaneous

18.1 Inconsistencies and severability

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

18.2 No representation, partnership or agency

No Party shall be entitled to act or to make legally binding declarations on behalf of the other Party.

Nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

18.3 Notices and other communication

Any notice to be given under this Agreement shall be in writing to the addresses and recipients as listed below.

Formal notices:
If it is required in this Agreement that a formal notice, consent or approval shall be given, such notice shall be signed by a Party's Authorised Representative(s) and shall either be served personally or sent by mail with recorded delivery or e-mail with receipt acknowledgement.

Other communication:
Other communication between the Parties may also be affected by other means such as e-mail with acknowledgement of receipt, which fulfils the conditions of written form.

Any change of persons or contact details shall be notified immediately by the respective Party to the other Party.

18.4 Assignment and amendments

No rights or obligations of the Parties arising from this Agreement may be assigned or transferred, in whole or in part, to any third party without the other Party's prior formal approval.

Amendments and modifications to the text of this Agreement require a separate written agreement to be signed by Authorized Representatives of both Parties.

18.5 Language

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

18.6 Mandatory national law

Nothing in this Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

18.7 Applicable law

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

18.8 Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

All disputes arising out of or in connection with this Agreement, which cannot be solved amicably, shall be finally settled before the courts of Brussels.

18.9 Data Protection

The Recipient ensures that any processing of personal data shall be performed in accordance with 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 (General Data Protection Regulation).

The collected personal data will be used solely for the implementation, follow-up, reporting and management of this Agreement by the Recipient and its subsidiaries and for dissemination of information and communication purposes foreseen for this Agreement. Data subjects have the right to access, rectify or delete their personal data. Data subjects can also object to its processing. To exercise these rights, data subjects can contact Recipient at info@eiturbanmobility.eu.

Article 19: Annexes

The following annexes are attached to this Agreement:
Annex 1 – Cost eligibility rules
Annex 2 – Project Agreement(s) (as added during the enforcement of the Agreement)
Annex 3 – General provisions of the Grant Agreement

In case of conflict between the provisions of this Agreement and its Annexes, the provisions of this Agreement will prevail.

Signatures

The Parties have caused this Agreement to be duly signed by the undersigned Authorised Representatives.

The signature of a Party via a scanned or digitized image of a handwritten signature (e.g. scan in PDF format) or an electronic signature (e.g. via DocuSign, Signaturit, AdobeSign), shall have the same force and effect as an original handwritten signature for the purposes of validity, enforceability and admissibility. Each Party receives a fully executed copy of the Agreement. Delivery of the fully executed copy via e-mail or via an electronic signature system shall have the same force and effect as delivery of an original hard copy.

[For electronic signatures, please see end of the document]

For KIC LE
Name:
Title :
In :
On :

Signature _____

Recipient:
Name:
Title:
In:
On:

Signature _____

Annex 1 – Cost eligibility rules

ARTICLE 6 — ELIGIBLE AND INELIGIBLE COSTS AND CONTRIBUTIONS

In order to be eligible, costs and contributions must meet the **eligibility** conditions set out in this Article.

6.1 General eligibility conditions

The **general eligibility conditions** are the following:

(a) for actual costs:

(i) they must be actually incurred by the beneficiary

(ii) they must be incurred in the period set out in Article 4 (with the exception of costs relating to the submission of the final periodic report, which may be incurred afterwards; see Article 21)

(iii) they must be declared under one of the budget categories set out in Article 6.2 and Annex 2

(iv) they must be incurred in connection with the action as described in Annex 1 and necessary for its implementation

(v) they must be identifiable and verifiable, in particular recorded in the beneficiary's accounts in accordance with the accounting standards applicable in the country where the beneficiary is established and with the beneficiary's usual cost accounting practices

(vi) they must comply with the applicable national law on taxes, labour and social security and

(vii) they must be reasonable, justified and must comply with the principle of sound financial management, in particular regarding economy and efficiency

(b) for unit costs or contributions (if any):

(i) they must be declared under one of the budget categories set out in Article 6.2 and Annex 2

(ii) the units must:

- be actually used or produced by the beneficiary in the period set out in Article 4 (with the exception of units relating to the submission of the final periodic report, which may be used or produced afterwards; see Article 21)
- be necessary for the implementation of the action and

(iii) the number of units must be identifiable and verifiable, in particular supported by records and documentation (see Article 20)

(c) for flat-rate costs or contributions (if any):

(i) they must be declared under one of the budget categories set out in Article 6.2 and Annex 2

(ii) the costs or contributions to which the flat-rate is applied must:

- be eligible
- relate to the period set out in Article 4 (with the exception of costs or contributions relating to the submission of the final periodic report, which may be incurred afterwards; see Article 21)

(d) for lump sum costs or contributions (if any):

(i) they must be declared under one of the budget categories set out in Article 6.2 and Annex 2

(ii) the work must be properly implemented by the beneficiary in accordance with Annex 1

(iii) the deliverables/outputs must be achieved in the period set out in Article 4 (with the exception of deliverables/outputs relating to the submission of the final periodic report, which may be achieved afterwards; see Article 21)

(e) for unit, flat-rate or lump sum costs or contributions according to usual cost accounting practices (if any):

(i) they must fulfil the general eligibility conditions for the type of cost concerned

(ii) the cost accounting practices must be applied in a consistent manner, based on objective criteria, regardless of the source of funding

(f) for financing not linked to costs (if any): the results must be achieved or the conditions must be fulfilled as described in Annex 1.

In addition, for direct cost categories (e.g. personnel, travel & subsistence, subcontracting and other direct costs) only costs that are *directly* linked to the action implementation and can therefore be attributed to it *directly* are eligible. They must not include any *indirect* costs (i.e. costs that are only indirectly linked to the action. e.g. via cost drivers).

In-kind contributions provided by third parties free of charge may be declared as eligible direct costs by the beneficiaries which use them (under the same conditions as if they were their own, provided that they concern only direct costs and that the third parties and their in-kind contributions are set out in Annex 1 (or approved ex post in the periodic report, if their use does not entail changes to the Agreement which would call into question the decision awarding the grant or breach the principle of equal treatment of applicants; 'simplified approval procedure').

6.2 Specific eligibility conditions for each budget category

For each budget category, the **specific eligibility conditions** are as follows:

Direct costs

A. Personnel costs

A.1 Costs for employees (or equivalent) are eligible as personnel costs if they fulfil the general eligibility conditions and are related to personnel working for the beneficiary under an employment contract (or equivalent appointing act) and assigned to the action.

They must be limited to salaries (including net payments during parental leave), social security contributions, taxes and other costs linked to the remuneration, if they arise from national law or the employment contract (or equivalent appointing act) and be calculated on the basis of the costs actually incurred, in accordance with the following method:

{daily rate for the person

multiplied by

number of day-equivalents worked on the action (rounded up or down to the nearest half-day)}.

The daily rate must be calculated as:

{annual personnel costs for the person

divided by

215}

The number of day-equivalents declared for a person must be identifiable and verifiable (see Article 20).

The actual time spent on parental leave by a person assigned to the action may be deducted from the 215 days indicated in the above formula.

The total number of day-equivalents declared in EU grants, for a person for a year, cannot be higher than 215 minus time spent on parental leave (if any).

For personnel which receives supplementary payments for work in projects (project-based remuneration), the personnel costs must be calculated at a rate which:

- corresponds to the actual remuneration costs paid by the beneficiary for the time worked by the person in the action over the reporting period

- does not exceed the remuneration costs paid by the beneficiary for work in similar projects funded by national schemes ('national projects reference')

- is defined based on objective criteria allowing to determine the amount to which the person is entitled

and

- reflects the usual practice of the beneficiary to pay consistently bonuses or supplementary payments for work in projects funded by national schemes.

The national projects reference is the remuneration defined in national law, collective labour agreement or written internal rules of the beneficiary applicable to work in projects funded by national schemes.

If there is no such national law, collective labour agreement or written internal rules or if the project-based remuneration is not based on objective criteria, the national project reference will be the average remuneration of the person in the last full calendar year covered by the reporting period, excluding remuneration paid for work in EU actions.

If the beneficiary uses average personnel costs (unit cost according to usual cost accounting practices), the personnel costs must fulfil the general eligibility conditions for such unit costs and the daily rate must be calculated:

- using the actual personnel costs recorded in the beneficiary's accounts and excluding any costs which are ineligible or already included in other budget categories; the actual personnel costs may be adjusted on the basis of budgeted or estimated elements, if they are relevant for calculating the personnel costs, reasonable and correspond to objective and verifiable information

and

- according to usual cost accounting practices which are applied in a consistent manner, based on objective criteria, regardless of the source of funding.

A.2 and A.3 Costs for natural persons working under a direct contract other than an employment contract and costs for **seconded persons by a third party against payment** are also eligible as personnel costs, if they are assigned to the action, fulfil the general eligibility conditions and:

(a) work under conditions similar to those of an employee (in particular regarding the way the work is organised, the tasks that are performed and the premises where they are performed) and

(b) the result of the work belongs to the beneficiary (unless agreed otherwise).

They must be calculated on the basis of a rate which corresponds to the costs actually incurred for the direct contract or secondment and must not be significantly different from those for personnel performing similar tasks under an employment contract with the beneficiary.

A.4 The work of **SME owners** for the action (i.e. owners of beneficiaries that are small and medium-sized enterprises[7] not receiving a salary) or **natural person beneficiaries** (i.e. beneficiaries that are natural persons not receiving a salary) may be declared as personnel costs, if they fulfil the general eligibility conditions and are calculated as unit costs in accordance with the method set out in Annex 2a.

B. Subcontracting costs

Subcontracting costs for the action (including related duties, taxes and charges, such as non-deductible or non-refundable value added tax (VAT)) are eligible, if they are calculated on the basis of the costs actually incurred, fulfil the general eligibility conditions and are awarded using the beneficiary's usual purchasing practices — provided these ensure subcontracts with best value for money (or if appropriate the lowest price) and that there is no conflict of interests (see Article 12).

Beneficiaries that are 'contracting authorities/entities' within the meaning of the EU Directives on public procurement must also comply with the applicable national law on public procurement.

Subcontracting may cover only a limited part of the action.

The tasks to be subcontracted and the estimated cost for each subcontract must be set out in Annex 1 and the total estimated costs of subcontracting per beneficiary must be set out in Annex 2 (or may be approved ex post in the periodic report, if the use of subcontracting does not entail changes to the Agreement which would call into question the decision awarding the grant or breach the principle of equal treatment of applicants; 'simplified approval procedure').

C. Purchase costs

Purchase costs for the action (including related duties, taxes and charges, such as non-deductible or non-refundable value added tax (VAT)) are eligible if they fulfil the general eligibility conditions and are bought using the beneficiary's usual purchasing practices — provided these ensure purchases with best value for money (or if appropriate the lowest price) and that there is no conflict of interests (see Article 12).

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[7] For the definition, see Commission Recommendation 2003/361/EC: micro, small or medium-sized enterprise (SME) are enterprises
- engaged in an economic activity, irrespective of their legal form (including, in particular, self- employed persons and family businesses engaged in craft or other activities, and partnerships or associations regularly engaged in an economic activity) and
- employing fewer than 250 persons (expressed in 'annual working units' as defined in Article 5 of the Recommendation) and which have an annual turnover not exceeding EUR 50 million, and/or an annual balance sheet total not exceeding EUR 43 million.

Beneficiaries that are 'contracting authorities/entities' within the meaning of the EU Directives on public procurement must also comply with the applicable national law on public procurement.

C.1 Travel and subsistence

Purchases for **travel, accommodation** and **subsistence** must be calculated as follows:

- travel: on the basis of the costs actually incurred and in line with the beneficiary's usual practices on travel
- accommodation: on the basis of the costs actually incurred and in line with the beneficiary's usual practices on travel
- subsistence: on the basis of the costs actually incurred and in line with the beneficiary's usual practices on travel.

C.2 Equipment

Purchases of **equipment, infrastructure or other assets** used for the action must be declared as depreciation costs, calculated on the basis of the costs actually incurred and written off in accordance with international accounting standards and the beneficiary's usual accounting practices.

Only the portion of the costs that corresponds to the rate of actual use for the action during the action duration can be taken into account.

Costs for **renting or leasing** equipment, infrastructure or other assets are also eligible, if they do not exceed the depreciation costs of similar equipment, infrastructure or assets and do not include any financing fees.

Moreover, if the following conditions are met

- equipment, infrastructure or other assets are purchased specifically for the action (or developed as part of the action tasks),
- purchase costs are claimed by the coordinator or co-location centres (CLCs)[8] for the area "management and coordination of the KIC", for KIC added value activities[9] identified in Annex 1,
- the purpose of incurring the relevant costs is limited to the set-up and development of the coordinator and CLCs,

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[8] As defined in Article 2(3) of the EIT Regulation, a 'co-location centre' means a physical hub, established in an open and transparent manner, which promotes links between and active collaboration among knowledge triangle actors and acts as a focal point for knowledge exchange and through which the KICs' partners are able to access facilities and the expertise needed to pursue their common objectives.

[9] As defined in Article 2(13) of the EIT Regulation, 'KIC added-value activities' means activities carried out by partner organisations in accordance with the KIC business plan, contributing to the integration of the knowledge triangle of higher education, research and innovation, including the establishment, administrative and coordination activities of the KICs, and contributing to the overall objectives of the EIT.

- the relevant costs are claimed up to EUR 750 000 per KIC Business Plan per year,

costs may exceptionally be declared as full capitalised costs, if they fulfil the cost eligibility conditions applicable to their respective cost categories.

'Capitalised costs' means:

- costs incurred in the purchase or for the development of the equipment, infrastructure or other assets and
- which are recorded under a fixed asset account of the beneficiary in compliance with international accounting standards and the beneficiary's usual cost accounting practices.

If such equipment, infrastructure or other assets are rented or leased, full costs for **renting or leasing** are eligible, if they do not exceed the depreciation costs of similar equipment, infrastructure or assets and do not include any financing fees.

C.3 Other goods, works and services

Purchases of **other goods, works and services** must be calculated on the basis of the costs actually incurred.

Such goods, works and services include, for instance, consumables and supplies, promotion, dissemination, protection of results, translations, publications, certificates and financial guarantees, if required under the Agreement.

D. Other cost categories

D.1 Financial support to third parties

Costs for providing financial support to third parties (in the form of **grants, prizes** or similar forms of support; if any) are eligible, if and as declared eligible in the call conditions, if they fulfil the general eligibility conditions, are calculated on the basis of the costs actually incurred and the support is implemented in accordance with the conditions set out in Annex 1.

These conditions must ensure objective and transparent selection procedures and include at least the following:

(a) for grants (or similar):

(i) the maximum amount of financial support for each third party ('recipient'); this amount may not exceed the amount set out in the Data Sheet (see Point 3) or otherwise agreed with the granting authority

(ii) the criteria for calculating the exact amount of the financial support

(iii) the different types of activity that qualify for financial support, on the basis of a closed list

(iv) the persons or categories of persons that will be supported and

(v) the criteria and procedures for giving financial support

(b) for prizes (or similar):

(i) the eligibility and award criteria

(ii) the amount of the prize and

(iii) the payment arrangements.

This cost will not be taken into account for the indirect cost flat-rate.]

D.2 Internally invoiced goods and services

Costs for internally invoiced goods and services directly used for the action may be declared as unit cost according to usual cost accounting practices, if and as declared eligible in the call conditions, if they fulfil the general eligibility conditions for such unit costs and the amount per unit is calculated:

- using the actual costs for the good or service recorded in the beneficiary's accounts, attributed either by direct measurement or on the basis of cost drivers, and excluding any cost which are ineligible or already included in other budget categories; the actual costs may be adjusted on the basis of budgeted or estimated elements, if they are relevant for calculating the costs, reasonable and correspond to objective and verifiable information

and

- according to usual cost accounting practices which are applied in a consistent manner, based on objective criteria, regardless of the source of funding.

'Internally invoiced goods and services' means goods or services which are provided within the beneficiary's organisation directly for the action and which the beneficiary values on the basis of its usual cost accounting practices.

This cost will not be taken into account for the indirect cost flat-rate.

Indirect costs

E. Indirect costs

Indirect costs will be reimbursed at the flat-rate of 25% of the eligible direct costs (categories A-D, except volunteers costs, subcontracting costs, financial support to third parties and exempted specific cost categories, if any). In case of the KIC LE and CLCs, as they were established with the objective of managing and coordinating the KIC partnership, all costs incurred can be directly linked to the implementation of the action and shall be declared as direct costs in the appropriate cost category instead of applying flat-rate indirect costs.

Contributions

6.3 Ineligible costs and contributions

The following costs or contributions are **ineligible**:

(a) costs or contributions that do not comply with the conditions set out above (Article 6.1 and 6.2), in particular:

(i) costs related to return on capital and dividends paid by a beneficiary

(ii) debt and debt service charges

(iii) provisions for future losses or debts

(iv) interest owed

(v) currency exchange losses

(vi) bank costs charged by the beneficiary's bank for transfers from the granting authority

(vii) excessive or reckless expenditure

(viii) deductible or refundable VAT (including VAT paid by public bodies acting as public authority)

(ix) costs incurred or contributions for activities implemented during grant agreement suspension (see Article 32)

(x) in-kind contributions by third parties: not applicable

(b) costs or contributions declared under other EU grants (or grants awarded by an EU Member State, non-EU country or other body implementing the EU budget), except for the following cases:

(i) Synergy actions: not applicable

(ii) if the action grant is combined with an operating grant[10] running during the same period and the beneficiary can demonstrate that the operating grant does not cover any (direct or indirect) costs of the action grant

(c) costs or contributions for staff of a national (or regional/local) administration, for activities that are part of the administration's normal activities (i.e. not undertaken only because of the grant)

(d) costs or contributions (especially travel and subsistence) for staff or representatives of EU institutions, bodies or agencies

(e) other:

(i) costs or contributions for activities that do not take place in the eligible countries or target countries set out in the call conditions — unless approved by the granting authority

[10] For the definition, see Article 180(2)(b) EU Financial Regulation 2018/1046: '**operating grant**' means an EU grant to finance "the functioning of a body which has an objective forming part of and supporting an EU policy".

(ii) costs or contributions declared specifically ineligible in the call conditions.

6.4 Consequences of non-compliance

If a beneficiary declares costs or contributions that are ineligible, they will be rejected (see Article 27).

This may also lead to other measures described in Chapter 5.

Annex 2 - Project Agreement(s)

[the Project Agreements will be attached hereto.]

Annex 3 –- General provisions of the Grant Agreement

Annex 3 - Section 1: Intellectual Property Rights rules

1.1 General

Further to Article 10 of the Agreement, the Recipients involved in the same Project may supplement the provisions of Article 1.2 of this Section 1 of this Annex 3 and the IP Policy in a consortium agreement and set specific IPR rules for the Project(s).

1.2. IPR rules

1.2.1. Definitions

Under this Article 1.2.1 of Section 1 and Article 2.2. of Section 2 of this Annex 3, the following definitions apply.

"Access rights" shall mean the rights to use results or background (including licenses).

"Background" shall mean any data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that is (i) held by the Recipients before they acceded to the Agreement and (ii) needed to implement the Project or exploit the results. If Background is subject to rights of a third party, the Recipient concerned must ensure that it is able to comply with its obligations under the Agreement or financial sustainability agreements (if apply).

"Dissemination" shall mean the public disclosure of the results by appropriate means, other than resulting from protecting or exploiting the results, including by scientific publications in any medium.

"Exploitation" shall mean the use of results in further research and innovation activities other than those covered by the Project concerned, including among other things, commercial exploitation such as developing, creating, manufacturing and marketing a product or process, creating and providing a service, or in standardisation activities.

"Fair and reasonable conditions" shall mean appropriate conditions, including possible financial terms or royalty-free conditions, taking into account the specific circumstances of the request for access, for example the actual or potential value of the results or background to which access is requested and/or the scope, duration or other characteristics of the exploitation envisaged.

"FAIR principles" shall mean 'findability', 'accessibility', 'interoperability' and 'reusability'.

"Open access" shall mean online access to research outputs provided free of charge to the end-user.

"Open science" shall mean an approach to the scientific process based on open cooperative work, tools and diffusing knowledge.

"Research data management" shall mean the process within the research lifecycle that includes the organisation, storage, preservation, security, quality assurance, allocation of persistent identifiers (PIDs) and rules and procedures for sharing of data including licensing.

"Research outputs" shall mean results to which access can be given in the form of scientific publications, data or other engineered results and processes such as software, algorithms, protocols, models, workflows and electronic notebooks.

1.2.2. Scope of the obligations

For this section, references to 'Recipient' do not include affiliated entities (if any).

1.2.3. Agreement on background — Background free from restrictions

The Recipient together with the other Recipients involved in the same Project must identify in a written agreement the background as needed for implementing the Project or for exploiting its results.

1.2.4. Ownership of results

Results are owned by the Recipient that generates them. However, two or more Recipients own results jointly if they have jointly generated them and - it is not possible to:

- establish the respective contribution of each Recipient, or
- separate them for the purpose of applying for, obtaining or maintaining their protection.

The joint owners must agree — in writing — on the allocation and terms of exercise of their joint ownership ('joint ownership agreement'), including, among others: (i) the specific conditions related to IPR Protection, (ii) the costs of IPR protection, and (iii) the potential sharing of the revenues to ensure compliance with their obligations under the Agreement.

Unless otherwise agreed in the joint ownership agreement or consortium agreement, each joint owner may grant non-exclusive licences to third parties to exploit the jointly-owned results (without any right to sub-license), if the other joint owners are given:

- at least 45 days advance notice and
- fair and reasonable compensation.

The joint owners may agree — in writing — to apply another regime than joint ownership. If third parties (including employees and other personnel) may claim rights to the results, the Recipient must ensure that those rights can be exercised in a manner compatible with its obligations under the Agreement. The Recipient must indicate the owner(s) of the results (results ownership list) in the final periodic report.

1.2.5. Protection of results

The Recipient must adequately protect its results before, during and after the Financial Support Agreement — for an appropriate period and with appropriate territorial coverage — if protection is possible and justified, taki ng into account all relevant considerations, including the prospects for commercial exploitation, the legitimate interests of the other Recipients in the same Project and any other legitimate interests.

1.2.6. Exploitation of results

The Recipient must — up to four years after the end of the Project — use its best efforts to exploit its results directly or to have them exploited indirectly by another entity, in particular through transfer or licensing. If, despite the Recipient's best efforts, the results are not exploited within one year after the

end of the Project, the Recipient must (unless otherwise agreed in writing with the KIC LE) use the Horizon Results Platform to find interested parties to exploit the results. If results are incorporated in a standard, the Recipient must (unless otherwise agreed with the KIC LE or unless it is impossible) ask the standardisation body to include the funding statement (see Article 2.3.1. of Section 2 of this Annex 3) in (information related to) the standard.

1.2.7. *Transfer and licensing of results*

1.2.7.1. Transfer of ownership

The Recipient may transfer ownership of its results, provided this does not affect compliance with its obligations under the Agreement. The Recipient must ensure that its obligations under the Agreement regarding its results are passed on to the new owner and that this new owner has the obligation to pass them on in any subsequent transfer. Moreover, it must inform the other Recipients involved in the same Project with access rights of the transfer at least 45 days in advance (or less if agreed in writing), unless agreed otherwise in writing for specifically identified third parties including affiliated entities or unless impossible under the applicable law. This notification must include sufficient information on the new owner to enable the other Recipients involved in the same Project to assess the effects on their access rights. The Recipients involved in the same Project may object within 30 days of receiving notification (or less if agreed in writing), if they can show that the transfer would adversely affect their access rights. In this case, the transfer may not take place until agreement has been reached between the Recipients concerned.

1.2.7.2. Granting licences
The Recipient may grant licences to its results (or otherwise give the right to exploit them), including on an exclusive basis, provided this does not affect compliance with their obligations. Exclusive licences for results may be granted only if all the other Recipients involved in the same Project concerned have waived their access rights.

1.2.8. Access rights to results and background

1.2.8.1. Exercise of access rights — Waiving of access rights — No sub-licensing

Requests to exercise access rights and the waiver of access rights must be in writing. Unless agreed otherwise in writing with the Recipient granting access, access rights do not include the right to sub-license. If a Recipient is no longer involved in the Project, this does not affect its obligations to grant access. If the Recipient defaults on its obligations, the other Recipients involved in the same Project may agree that that Recipient no longer has access rights

1.2.8.2. Access rights for implementing the action

The Recipient must grant to the other Recipients involved in the same Project access — on a royalty-free basis — to background needed to implement its own tasks under the Project, unless the Recipient that holds the background has — before acceding to the Project Agreement —:

- informed the other Recipients involved in the same Project that access to its background is subject to restrictions, or
- agreed with the other Recipients involved in the same Project that access would not be on a royalty-free basis.

The Recipients must grant to the other Recipients in the same Project other access — on a royalty-free basis — to results needed for implementing their own tasks under the action.

1.2.8.3. Access rights for exploiting the results

The Recipient must grant to the other Recipients in the same Project access — under fair and reasonable conditions — to results needed for exploiting their results. The Recipient must grant to the other Recipients in the same Project access — under fair and reasonable conditions — to background needed for exploiting their results, unless the Recipient that holds the background has — before acceding to the Project Agreement — informed the other Recipients in the same Project that access to its background is subject to restrictions. Requests for access must be made — unless agreed otherwise in writing — up to one year after the end of the Project.

1.2.8.4. Access rights for entities under the same control

Unless agreed otherwise in writing by the Recipients involved in the same Project, access to results and, subject to the restrictions referred to above (if any), background must also be granted — under fair and reasonable conditions — to entities that:

- are established in an EU Member State or Horizon Europe associated country
- are under the direct or indirect control of another Recipient, or under the same direct or indirect control as that Recipient or directly or indirectly controlling that Recipient and
- need the access to exploit the results of that Recipient.

Unless agreed otherwise in writing, such requests for access must be made by the entity directly to the Recipient concerned. Requests for access must be made — unless agreed otherwise in writing — up to one year after the end of the Project.

1.2.8.5. Access rights for the granting authority, EU institutions, bodies, offices or agencies and national authorities to results for policy purposes — Horizon Europe actions

In Horizon Europe actions, the Recipient [which have received funding under the grant] must grant access to its results — on a royalty-free basis — to the KIC LE, the EIT, EU institutions, bodies, offices or agencies for developing, implementing and monitoring EU policies or programmes. Such access rights do not extend to the Recipients' background. Such access rights are limited to non-commercial and non-competitive use.

1.2.8.6. Additional access rights

Where the call conditions impose additional access rights, the Recipients must comply with them.

1.3. Eligibility of IPR costs

The costs of IPR generated during the Project are eligible costs.

Annex 3 - Section 2: Communication, dissemination and visibility rules

2.1 General

Further to Article 11 of the Agreement, the following communication, dissemination and visibility rules as provided in this Section 2 of this Annex 3 apply.

Further specific communication, dissemination and visibility rules for the Project(s) may be set out in the relevant Project Agreement.

2.2 Communication and dissemination

2.2.1. Dissemination

2.2.1.1. Dissemination of results

The Recipient must disseminate its results as soon as feasible, in a publicly available format, subject to any restrictions due to the protection of intellectual property, security rules or legitimate interests.
If Recipient intends to disseminate its results, it must give at least 15 days advance notice to KIC LE and the other Recipients involved in the same Project (unless agreed otherwise), together with sufficient information on the results it will disseminate.

The KIC LE or another Recipient involved in the same Project may object within (unless agreed otherwise) 15 days of receiving notification, if it can show that its legitimate interests in relation to the results or background would be significantly harmed. In such cases, the results may not be disseminated unless appropriate steps are taken to safeguard those interests.

2.2.1.2. Additional dissemination obligations

Where the call conditions impose additional dissemination obligations, the Recipient must also comply with those.

2.2.2. Open Science

2.2.2.1. Open science: open access to scientific publications

The Recipient must ensure open access to peer-reviewed scientific publications relating to its results. In particular, it must ensure that:

- at the latest at the time of publication, a machine-readable electronic copy of the published version, or the final peer-reviewed manuscript accepted for publication, is deposited in a trusted repository for scientific publications;
- immediate open access is provided to the deposited publication via the repository, under the latest available version of the Creative Commons Attribution International Public Licence (CC BY) or a licence with equivalent rights; for monographs and other long-text formats, the licence may exclude commercial uses and derivative works (e.g. CC BY-NC, CC BY-ND); and
- information is given via the repository about any research output or any other tools and instruments needed to validate the conclusions of the scientific publication.

The Recipient must retain sufficient intellectual property rights to comply with the open access requirements.

Metadata of deposited publications must be open under a Creative Common Public Domain Dedication (CC 0) or equivalent, in line with the FAIR principles (in particular machine actionable) and provide information at least about the following: publication (author(s), title, date of publication, publication venue); Horizon Europe or Euratom funding; grant project name, acronym and number; licensing terms; persistent identifiers for the publication, the authors involved in the action and, if possible, for their organisations and the grant. Where applicable, the metadata must include persistent identifiers for any research output or any other tools and instruments needed to validate the conclusions of the publication.

Only publication fees in full open access venues for peer-reviewed scientific publications are eligible for reimbursement.

2.2.2.2. Open science: research data management

The Recipient must manage the digital research data generated in the Project ('data') responsibly, in line with the FAIR principles and by taking all of the following actions:

- establish a data management plan ('DMP') (and regularly update it);
- as soon as possible and within the deadlines set out in the DMP, deposit the data in a trusted repository; if required in the call conditions, this repository must be federated in the EOSC in compliance with EOSC requirements;
- as soon as possible and within the deadlines set out in the DMP, ensure open access — via the repository — to the deposited data, under the latest available version of the Creative Commons Attribution International Public License (CC BY) or Creative Commons Public Domain Dedication (CC 0) or a licence with equivalent rights, following the principle 'as open as possible as closed as necessary', unless providing open access would in particular:
    - be against the Recipient's legitimate interests, including regarding commercial exploitation, or
    - be contrary to any other constraints, in particular the EU competitive interests or the Recipient's obligations under this Agreement; if open access is not provided (to some or all data), this must be justified in the DMP
- provide information via the repository about any research output or any other tools and instruments needed to re-use or validate the data.

Metadata of deposited data must be open under a Creative Common Public Domain Dedication (CC 0) or equivalent (to the extent legitimate interests or constraints are safeguarded), in line with the FAIR principles (in particular machine-actionable) and provide information at least about the following: datasets (description, date of deposit, author(s), venue and embargo); Horizon Europe or Euratom funding; and number; licensing terms; persistent identifiers for the dataset, the authors involved in the action, and, if possible, for their organisations and the grant. Where applicable, the metadata must include persistent identifiers for related publications and other research outputs.

2.2.2.3. Open science: additional practices

Where the call conditions impose additional obligations regarding open science practices, the Recipient must also comply with those.

Where the call conditions impose additional obligations regarding the validation of scientific publications, the Recipient must provide (digital or physical) access to data or other results needed for validation of the conclusions of scientific publications, to the extent that their legitimate interests or constraints are safeguarded (and unless they already provided the (open) access at publication.

Where the call conditions impose additional open science obligations in case of a public emergency, the Recipient must (if requested by the granting authority) immediately deposit any research output in a repository and provide open access to it under a CC BY licence, a Public Domain Dedication (CC 0) or equivalent. As an exception, if the access would be against the Recipient's legitimate interests, the Recipient must grant nonexclusive licenses — under fair and reasonable conditions — to legal entities that need the research output to address the public emergency and commit to rapidly and broadly exploit the resulting products and services at fair and reasonable conditions. This provision applies up to four years after the end of the action.

2.2.3. Plan for the exploitation and dissemination of results including communication activities

Unless excluded by the call conditions, the beneficiaries must provide and regularly update a plan for the exploitation and dissemination of results including communication activities.

2.3 Visibility rules

2.3.1. European flag and funding statement

When engaging in communication and promotion activities, the Recipient must follow the logos and guidelines provided in the EIT Community Brand Book published on the EIT website.

In particular, activities funded through EIT grants must follow the grant agreement and must display the European flag (emblem) and funding statement (translated into local languages, where appropriate) and the special logo(s) of EIT Urban Mobility:

and the following text:

> "EIT Urban Mobility is supported by the European Institute of Innovation and Technology (EIT), a body of the European Union"

for all communication activities and infrastructure, equipment or major results.

In addition, the Recipient shall take into account and respect any co-branding guidelines and requirements provided and set by KIC LE (applying, to any promotional, marketing or informative content relating to the funded/supported activity, etc.). For clarification purposes, specific guidelines and requirements may be set for different kind of activities and results, such as KAVA and start-ups created.

The Recipient shall comply with these co-branding obligations in accordance with the monitoring processes as provided by EIT Urban Mobility.

The Recipient shall add co-branding to their websites/webpages no later than 3 months after the activity is started and during the term agreed in article 11 of the Agreement. For all other communications materials such as flyers, forms and videos, co-branding should be implemented before dissemination.

2.3.2. Quality of information - disclaimer

Any communication or dissemination activity related to the Project(s) must use factually accurate information.

Moreover, it must indicate 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 the EIT. Neither the European Union nor the granting authority can be held responsible for them."

2.3.3. Use of names, logos or trademarks

Nothing in this Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the KIC LE and other Recipients or any of their logos or trademarks without their prior written approval.

Annex 3 - Section 3: Record keeping

In addition to the provisions of Article 12.2.1 of the Agreement, the Recipient must — for the same period — keep the following to justify the amounts declared:

(a) for actual costs: adequate records and supporting documents to prove the costs declared (such as contracts, subcontracts, invoices and accounting records); in addition, the Recipient's usual accounting and internal control procedures must enable direct reconciliation between the amounts declared, the amounts recorded in their accounts and the amounts stated in the supporting documents;

(b) for flat-rate costs and contributions (if any): adequate records and supporting documents to prove the eligibility of the costs or contributions to which the flat-rate is applied;

(c) for the following simplified costs and contributions: the Recipient does not need to keep specific records on the actual costs incurred, but must keep:
   - for unit costs and contributions (if any): adequate records and supporting documents to prove the number of units declared;
   - (ii) for lump sum costs and contributions (if any): adequate records and supporting documents to prove proper implementation of the work as described in the relevant Project Agreement;
   - for financing not linked to costs (if any): adequate records and supporting documents to prove the achievement of the results or the fulfilment of the conditions as described in the relevant Project Agreement;

(d) for unit, flat-rate and lump sum costs and contributions according to usual cost accounting practices (if any): the Recipient must keep any adequate records and supporting documents to prove that its 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 set out in Article 5.3 of the Agreement.

(e) the following is needed for personnel costs: time worked for the Recipient under the Project must be supported by declarations signed monthly by the person and their supervisor, unless another reliable time-record system is in place; the granting authority may accept alternative evidence supporting the time worked for the action declared, if it considers that it offers an adequate level of assurance.

The records and supporting documents must be made available upon request (see Article 12.1 of the Agreement) or in the context of checks, reviews, audits or investigations (see Article 13 of the Agreement). If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement (including the extension of findings; see Article 13 of the Agreement), the Recipient must keep these records and other supporting documentation until the end of these procedures. The Recipient must keep the original documents. Digital and digitalised documents are considered originals if they are authorised by the applicable national law. The KIC LE may accept non-original documents if they offer a comparable level of assurance.

Annex 3 - Section 4: Checks, reviews, audits and investigations

Further to Article 13 of the Agreement, the following shall apply:

4.1. The Recipient expressly agrees to cooperate diligently and provide all information requested (in addition to deliverables and reports already submitted, including information on the use of resources), concerning the compliance with its obligations under the Agreement, including the proper use of the EIT Funding. The foregoing includes the obligation to provide access to its sites, and premises (including to outside experts) and must ensure that information requested is readily available. Information provided must be accurate, precise, and provided in a complete manner and in the format requested including electronic format. The Recipient will also give access to data processing systems, bodies, staff and external persons or bodies.

4.2. The checks, reviews, audits and investigations pertain to:

- Project reviews: reviews on the proper implementation of the Project(s) and compliance with the obligations under the Agreement. Such Project reviews may be started during the implementation of the Project(s) and until the last month of the project implementation.
- External audits and internal cost reviews: on the eligibility of costs claimed for the Project(s) and compliance with the obligations under the Agreement. Such Project reviews may be started during the implementation of the Project(s) and until the time-limit set out in EU regulations.

4.3. The Recipient must keep all relevant information relating to the Project(s), at least five (5) years after the final payment (or three (3) for grants of not more than EUR 60 000).

Annex 3 - Section 5: Ethics and values

Further to Article 15 of the Agreement, the following shall apply:

5.1. Ethics

Ethics and research integrity

The Recipient must carry out the Projects in compliance with:

- ethical principles (including the highest standards of research integrity) and
- applicable EU, international and national law, including the Charter of Fundamental Rights of the European Union and the European Convention for the Protection of Human Rights and Fundamental Freedoms and its Supplementary Protocols.

No financial support/EIT funding can be granted, within or outside the EU, for activities that are prohibited in all Member States. No financial support/EIT funding can be granted in a Member State for an activity which is forbidden in that Member State.

The Recipient must pay particular attention to the principle of proportionality, the right to privacy, the right to the protection of personal data, the right to the physical and mental integrity of persons, the right to non-discrimination, the need to ensure protection of the environment and high levels of human health protection.

The Recipient must ensure that the KAVA(s)/Project(s) have an exclusive focus on civil applications.

The Recipient must ensure that the activities under the Projects do not:

- aim at human cloning for reproductive purposes
- intend to modify the genetic heritage of human beings which could make such modifications heritable (with the exception of research relating to cancer treatment of the gonads, which may be financed)
- intend to create human embryos solely for the purpose of research or for the purpose of stem cell procurement, including by means of somatic cell nuclear transfer, or
- lead to the destruction of human embryos (for example, for obtaining stem cells).

KAVA(s)/Project(s) involving research on human embryos or human embryonic stem cells may be carried out only if KIC LE has obtained explicit approval (in writing) from the EIT.

In addition, the Recipient must respect the fundamental principle of research integrity — as set out in the European Code of Conduct for Research Integrity.

This implies compliance with the following principles:

- reliability in ensuring the quality of research reflected in the design, the methodology, the analysis and the use of resources
- honesty in developing, undertaking, reviewing, reporting and communicating research in a transparent, fair and unbiased way
- respect for colleagues, research participants, society, ecosystems, cultural heritage and the environment
- accountability for the research from idea to publication, for its management and organisation, for training, supervision and mentoring, and for its wider impacts

and means that the Recipient must ensure that persons carrying out research tasks follow the good research practices including ensuring, where possible, openness, reproducibility and traceability and refrain from the research integrity violations described in the Code.

Projects raising ethical issues must comply with the additional requirements formulated by the ethics panels (including after checks, reviews or audits; see Article 13 of the Agreement).

Before starting a KAVA/Project task raising ethical issues, the Recipient must have obtained all approvals or other mandatory documents needed for implementing the KAVA/Project, notably from any (national or local) ethics committee or other bodies such as data protection authorities.

The documents must be kept on file and be submitted upon request by the KIC LE to the EIT. If they are not in English, they must be submitted together with an English summary, which shows that the documents cover the action tasks in question and includes the conclusions of the committee or authority concerned (if any).

5.2. Values

The Recipient 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).

5.3 Gender mainstreaming

The Recipient must take all measures to promote equal opportunities between men and women in the implementation of the KAVA(s)/Project(s) 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 KAVA(s)/Project(s), including at supervisory and managerial level.

For KIC LE
Name: Francisco Ibáñez
Title: Chief Financial Officer

Recipient: