



AID4SME | Open Call #2

Annex 3. Sub-grant Agreement Template

Version 1.0 – 2026.05.13

Disclaimer

Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or European Commission. Neither the European Union nor the granting authority can be held responsible for them.

Contracting parties

This **Agreement** ('the Agreement') is between the following parties:

On the one part,

F6S EU Tech Innovation Network DAC, established in Work Hub, 77 Camden Street Lower Dublin, Dublin 2 D02 XE80, Ireland, VAT number IE4237109IH, represented for the purposes of signing the Agreement by Nuno Varandas, Director,

Hereinafter referred to as the "Open Calls Coordinator",

and, on the other part,

OPTION 1 - consortium

[Organisation name/ individual name]
established in _____, [Full official address], VAT
number _____, represented for the purposes of signing the Agreement by

[Name of legal representative], acting as Lead
Beneficiary of the _____ [%Sub-grant ProjectAcronym%] project, and signing the
Agreement on behalf of the _____ [%Sub-grant ProjectAcronym%] consortium, as
agreed in the Consortium Declaration of Honour;

Hereinafter collectively referred to as the "Beneficiaries,

OPTION 2 - individual/SME

[Organisation name/ individual name]
established in _____, [Full official address], VAT
number _____, represented for the purposes of signing the Agreement by

[Name of legal representative],

Hereinafter referred to as the "Beneficiary";

Hereinafter, all parties above are collectively referred to as the "Contracting Parties"

The Contracting Parties **HAVE AGREED** to the following terms and conditions including those in the following Annexes, which form an integral part of this sub-grant agreement.

General provision

The grant is awarded to %Sub-grant ProjectAcronym%, selected in the framework of the AID4SME %OpenCallName%.

The agreement sets out the terms and conditions for paying the grant to the Beneficiary/Beneficiaries and rights and responsibilities of the Beneficiary/Beneficiaries implementing the awarded project.

Article 1 - Entry into force and termination of the agreement

1.1. Entry into force

1. This Agreement enters into force on the day of its signature by the last Contracting Party.

1.2. Agreement termination

1. This Agreement will automatically terminate at the date mentioned in Article 1.3.
2. Either Contracting Party can terminate the Agreement by written notice.
3. Termination has no effect on the provisions that normally continue to apply after the end of the Programme and duration of the Agreement.
4. The Open Calls Coordinator will be entitled to terminate the Agreement by written notice with immediate effect if the Beneficiary/Beneficiaries do/does not fulfil their obligations. In this case, the provisions of Article 3 shall prevail.
5. In case of termination by the Beneficiary/Beneficiaries, no additional payments will be made beyond the last concluded 'Sprint', regardless of subsequent work carried out.

1.3. Duration and starting date of awarded the project

1. The effective starting date of the awarded %Sub-grant ProjectAcronym% is 01 November 2026.
2. The end date of the awarded %Sub-grant ProjectAcronym% is 31 December 2027.
3. The %Sub-grant ProjectAcronym%, will be implemented for 14 months.
4. The implementation of the awarded project shall start on the date given above, even if the agreement has been signed at a later date.
5. The Beneficiary/Beneficiaries will have access to limited information until the Agreement is signed.

Article 2 - Conflict of Interest

1. The Beneficiary/Beneficiaries shall take every necessary precaution to avoid any risk of conflict of interest relating with economic interests, political or national affinities, personal or any other interests liable to influence the impartial and objective performance of this project.
2. In case the Beneficiary/Beneficiaries is involved in a conflict of interest or in a risk of conflict of interest, the Beneficiary/Beneficiaries must formally notify this situation to the Open Calls Coordinator without delay and immediately take all the necessary steps to rectify this situation.

Article 3 - Breach of contractual obligations

1. If the **Beneficiary/Beneficiaries** breaches any of the contractual obligations under this Agreement, the agreement may be terminated with immediate effect. In case of Force Majeure, the provisions of Article 8 shall prevail.
2. In the event of breach of the contractual obligations by the **Beneficiary/Beneficiaries**, the Open Calls Coordinator reserves the right to withhold the payments, not to fulfil the payments to the Beneficiaries and the right to claim a refund of any already paid funds.
3. The Open Calls Coordinator will give written notice requiring that such a breach be remedied within 30 consecutive days. In case the **Beneficiary/Beneficiaries** has/have not introduced remedies addressing the notice, the Open Calls Coordinator may decide to terminate the Agreement unilaterally. In case the **Beneficiary/Beneficiaries** introduce(s) remedies that are approved by the Open Calls Coordinator, the implementation must continue following the original timeline.

Article 4 – Project implementation and financial provisions

4.1 Maximum financial contribution

1. The maximum financial contribution to be granted to the **Beneficiary/Beneficiaries** of the project is EUR xxxx (xxxx) and will be paid in the form of a lump sum.

4.2 Distribution of the financial contribution

1. The financial contribution will be paid in instalments after the **Beneficiary/Beneficiaries** have fulfilled the necessary requirements of each Sprint of the project as stated in Articles 4.3 and 4.4.
2. The Open Calls Coordinator reserves the right to withhold the payments in case the **Beneficiary/Beneficiaries** does not fulfil its obligations and considers the payment conditions for each Sprint.
3. Payments will be made in EUR. Banking and transaction costs related to the handling of any financial resources will be covered by the **Beneficiary/Beneficiaries**.
4. Payments will be released after the work associated with a particular sprint has been approved and no later than thirty (30) calendar days after the receipt of the required Payment Request Form. Any specific limitation delaying payments will be made known in advance.
5. The **Beneficiary/Beneficiaries** is/are responsible for complying with any tax and legal obligations that might be attached to this Agreement.
6. Any additional conditions for payment may be specified in the Annex 1 - Guide for Applicants.
7. A Know Your Customer (KYC) check must be carried out before any payment. If the KYC check determines that additional information is required, the payment period mentioned in 'Article 4 - Project implementation and financial provisions' is reset until all additional information is received.

4.3 Project implementation

1. The **Beneficiary/Beneficiaries** will implement the awarded project in accordance with the provisions set out in Annex 1 - Guide for Applicants.
2. The awarded project must submit the required reports corresponding to each sprint within the dates specified in Annex 1 - Guide for Applicants.
3. A review of submitted reports will be held with the **Beneficiary/Beneficiaries** by **the last calendar day of the end month** of the sprint. The objective of the review is to present the implemented sprint and provide answers to questions from the mentors/coaches and/or AID4SME consortium.
4. If at any of the project Sprints the quality of work demonstrated and/or reported does not correspond to what has been agreed, the AID4SME Open Calls Coordinator may agree to a resubmission of a report and respective reassessment. If significant improvements are not delivered after the reassessment, the sub-project is therefore considered to be in breach of their contractual obligations. Such breach will lead to measures described in Article 3.

4.4 Payments schedule

1. The payment schedule is directly linked to the relevant Sprints of the awarded project. The grant will be paid in instalments according to Table 1.

Table 1. Payment schedule for AID4SME funding programme #2

Sprint/Phase	Requirements	Amount (%)

2. The payments will be disbursed once the work related to a specific Sprint has received positive assessment, based on the report submitted and respective review according to the Article 4.3.
3. The payments will be made to the **Beneficiary/Lead Beneficiary** no later than 30 calendar days, subject to the duly completed submission of a Payment Request Form and Declaration of Honour.
4. If the bank account details provided in the Payment Request Form are different from those submitted in the Bank Account Information form, a new form must be submitted accompanied by proof of ownership of the bank account with the name of the **Beneficiary/Beneficiaries** (bank account statement or similar document).
5. If by law the **Beneficiary/Beneficiaries** is required to send an invoice, it must include the following information:

F6S EU Tech Innovation Network DAC
 77 Lower Camden St., D02 XE80, Dublin, Ireland
 VAT number: IE 4237109IH (DAC)

4.5 Records keeping

1. The **Beneficiary/Beneficiaries** must keep for a period of five (5) years after the termination of the **%Sub-grant ProjectAcronym%** project, records and other supporting documentation which proves the proper implementation of the awarded project.
2. The **Beneficiary/Beneficiaries** shall make the supporting documentation available upon request or in the context of checks, reviews, audits or investigations.
3. If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement, the **Beneficiary/Beneficiaries** must keep these records and other supporting documentation until the end of these procedures.
4. The **Beneficiary/Beneficiaries** must keep the original documents. Digital and digitised documents are considered originals if they are duly recognised as such and/or admissible under the applicable national law. The **%Sub-grant ProjectAcronym%** project may accept non-original documents if they offer a comparable level of assurance.

4.6 Double funding

1. The **Beneficiary/Beneficiaries** acknowledge(s) the fundamental principle underpinning the rules for public expenditure in the EU that no costs for the same activity can be funded twice from the EU budget.
2. The **Beneficiary/Beneficiaries** undertake(s) all the work performed under the **%Sub-grant ProjectAcronym%** project will be done exclusively in the scope of this Agreement, not being supported or funded by any other EU budget. The **Beneficiary/Beneficiaries** will use the budget to cover activities only related to the awarded **%Sub-grant ProjectAcronym%** project.

Article 5 - Liability

5.1 Liability of the Beneficiary/Beneficiaries

1. The **Beneficiary/Beneficiaries** is/are fully responsible for the proper implementation of **%Sub-grant ProjectAcronym%** and in compliance with this Agreement.
2. Except in case of force majeure (Article 8), the **Beneficiary/Beneficiaries** must compensate the Open Calls Coordinator for any damage they sustain because of the implementation of the obligations of the Beneficiaries under this Agreement or because the obligations were not implemented in full compliance with this Agreement.
3. The AID4SME consortium or consortium partner cannot be held liable for any damage caused to the **Beneficiary/Beneficiaries** or to third parties as a consequence of implementation of the Agreement, including for gross negligence.
4. The AID4SME consortium or consortium partner cannot be held liable for any damage caused by the **Beneficiary/Beneficiaries** or third parties involved in project implementation, as a consequence of implementation of the Agreement.
5. The **Beneficiary/Beneficiaries** shall bear sole responsibility for ensuring that its act(s) within the framework of this Agreement do not infringe third parties' rights.

6. There is no joint liability between the Contracting Parties. For this purpose, the **Beneficiary/Beneficiaries** shall indemnify and hold the Open Calls Coordinator any AID4SME consortium partner harmless from and against all repayments, loss, liability, costs, charges, claims or damages which the Open Calls Coordinator, any AID4SME consortium partner or the European Commission (EC) as a result thereof would incur or suffer or must pay to the EC or any third parties.
7. In addition, should the EC have a right of recovery against the AID4SME consortium regarding any or all the financial support granted under this Agreement, the Beneficiaries shall repay the sums in question in the terms and on the date specified by the Open Calls Coordinator.
8. The **Beneficiary's/Beneficiaries'** aggregate liability towards the other Contracting Party and the AID4SME consortium partners collectively shall be limited to the **Beneficiary's/Beneficiaries'** maximum financial contribution as identified in Article 4.1.

5.2 Exclusions of liability

1. To the extent acceptable under applicable law, in no event shall the Open Calls Coordinator or other AID4SME consortium partners be liable to the **Beneficiary/Beneficiaries** for loss or damage caused by the Open Calls Coordinator or the AID4SME consortium partners, their employees, agents and subcontractors in connection with this Agreement for any of the following, however caused or arising, on any theory of liability, and even if the Open Calls Coordinator and/or any other AID4SME consortium partner were informed or aware of the possibility thereof:
 - Loss of profits, revenue, income, interest, savings, shelf-space, production, and business.
 - Opportunities; lost contracts, goodwill, and anticipated savings.
 - Loss of or damage to reputation or to data.
 - Costs of recall of products.
 - Any type of indirect, incidental, punitive, special, or consequential loss or damage.
2. In respect of any information or materials from the AID4SME consortium made available to the **Beneficiary/Beneficiaries** under this Agreement, no warranty or representation of any kind is made, given, or implied as to the sufficiency, error-free performance, or fitness for purpose, nor as to the absence of any infringement of any proprietary rights of third parties. Therefore, in particular, but without limiting the foregoing:
 - The **Beneficiary/Beneficiaries** shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and the consequences of such use, and
 - Neither the Open Calls Coordinator, the EC nor the other AID4SME consortium partners shall be liable vis-à-vis the **Beneficiary/Beneficiaries** in case of infringement of proprietary rights of a third party resulting from the **Beneficiary's/Beneficiaries'** use of the information and material.
 - The exclusions and limitations stated in this Article and any other clause of this Agreement that has as its object or effect the exclusion or limitation of liability, shall not

apply in respect of any: fraud; death, injury to natural persons or damage to real or immovable property caused by the negligence or wilful act, wilful misconduct, wilful breach; or otherwise in so far as mandatory applicable law overrides such exclusions and limitations.

Article 6 - Confidentiality

1. The Parties shall protect confidential information of whatever nature or form as is disclosed between the Contracting Parties in connection with the sub-granted project. The information identified as confidential should be provided in writing.
2. Specific rules and responsibilities regarding the use of confidential information shall be established in writing in a separate agreement, if needed.
3. The AID4SME Open Calls Coordinator may disclose confidential Information to the EC and/or the other AID4SME consortium partners if:
 - This is necessary to implement the GA or safeguard the EU's financial interests.
 - The recipients of the information are bound by an obligation of confidentiality.
4. The **Beneficiary/Beneficiaries** agree(s) and acknowledge that the EC shall be entitled to disclose confidential Information to its staff, other EU institutions and bodies or third parties, if:
 - This is necessary to implement the GA or safeguard the EU's financial interests.
 - The recipients of the information are bound by an obligation of confidentiality.
5. During the project implementation and for five (5) years following the ending of the AID4SME on 31 December 2032, the **Beneficiary/Beneficiaries** can not use any confidential information except as defined in this Agreement. The Parties will implement suitable measures to ensure confidentiality. The Parties will take the appropriate measures to guarantee the confidentiality of the information provided.

Article 7 - Intellectual property rights

1. The **Beneficiary/Beneficiaries** acknowledge(s) that all technologies, infrastructure and similar of the AID4SME consortium partners are proprietary and owned by the respective partner or applicable third party.
2. Nothing in this Agreement shall transfer to the **Beneficiary/Beneficiaries** (or other partners it represents) any licence or other rights for the use of the tools, modules and similar that are property of an AID4SME partner, unless a specific agreement is established.
3. The results developed during the sub-granted project shall be exclusively the property of the **Beneficiary/Beneficiaries**. This does not exclude the possibility for specific agreements to be made between the **Beneficiary/Beneficiaries** and one or more of the partners of AID4SME consortium.

Article 8 - Force Majeure

1. "Force Majeure" means any unforeseeable exceptional situation or event beyond the Contracting Parties control, which prevents either of them from fulfilling any of their obligations

under the Agreement, which was not attributable to error or negligence on their part, and which proves to be inevitable despite the exercising of all due diligence.

2. Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties cannot be invoked as Force Majeure.
3. The Contracting Parties shall take the necessary measures to limit any damage due to Force Majeure. They shall do their best to resume the implementation of the action as soon as possible.
4. No Contracting Party shall be in breach of its obligations and tasks if such a breach is caused by Force Majeure. A Contracting Party will notify the other Contracting Party of any Force Majeure as soon as possible. In case the **Beneficiary/Beneficiaries are/is** not able to overcome the consequences of Force Majeure within thirty calendar (30) days after such notification, the AID4SME Open Calls Coordinator will decide accordingly, including the termination of the Agreement.

Article 9 - Information and communication

9.1 Information and communication towards the EC

1. Throughout the duration of the sub-project, the **Beneficiary/Beneficiaries** must promote the project and its results by providing targeted information to multiple audiences (including the media and the public), as well as participate in the AID4SME promotion activities, in a strategic, coherent and effective manner.
2. The communication, dissemination activities and any infrastructure, equipment, vehicles, supplies or major result funded by the grant must acknowledge EU support and display the European emblem, AID4SME logo and include following disclaimer:

*"The **[sub-project acronym]** project has received funding from EC through the AID4SME (Grant Agreement no. 101189562)."*

"Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or European Commission. Neither the European Union nor the granting authority can be held responsible for them."

3. Apart from the emblem, no other visual identity or logo may be used to highlight the EU support. When displayed in association with other logos (e.g. of beneficiaries or sponsors), the emblem must be displayed at least as prominently and visibly as the other logos without first obtaining approval. This does not, however, give the right to exclusive use. Moreover, they may not appropriate the emblem or any similar trademark or logo, either by registration or by any other means.
4. The Open Calls Coordinator, the AID4SME consortium, and/or the EC shall be authorised to publish, in whatever form and on or by whatever medium, the following information: personal data, including the **Beneficiaries'/Beneficiary's** name, contact details, location, and project related information, for communication, publication and reporting purposes. This may also include, but is not limited to, using summaries, public deliverables, as well as any other material, such as pictures or audiovisual content/material provided by the **Beneficiary/Beneficiaries** (including in electronic form).

5. The **Beneficiary/Beneficiaries** shall make all efforts to ensure that all necessary authorisations for such publications have been obtained and that the publication of the information does not infringe any rights of third parties.
6. Upon a duly supported request by the Open Calls Coordinator on behalf of the **Beneficiary/Beneficiaries**, the EC may agree to forego such publicity if the disclosure of the information indicated above would risk compromising the **Beneficiary's/Beneficiaries'** security, academic or commercial interests.

9.2 Information and communication among the Contracting Parties

1. The contact details of the **Beneficiary/Beneficiaries** for notices and communication under this Agreement are:

Name of contact person	
Organisation name	
Role in the organisation	
Address	
E-mail	
Telephone/ mobile phone	

2. Any notice to be given under this Agreement shall be in writing, including e-mail communication, to the addresses and recipients listed above.
3. Any change of persons or contact details shall be notified immediately to the AID4SME Open Calls Coordinator. The address list shall be made accessible to all parties concerned.
4. The **Beneficiary/Beneficiaries** must immediately communicate any changes in the control of the organisation, including any replacement or removal of legal representatives identified in the initial F6S-required KYC check. An updated KYC form along with proof of ID and residence must be provided to reflect the changes. Any pending payments may be suspended until the KYC is cleared.
5. Any communication will be conducted in English as the only official language of this Agreement.

Article 10 – Checks, reviews, investigation, audits

1. The EC may, at any time during the implementation of the sub-project and up to five years after the end of the sub-project, arrange for checks, investigation, reviews and/or audits to be carried out, by external auditors, or by the EC services themselves, including the European Anti-Fraud office (OLAF). The procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the EC.

2. There will be no financial checks, reviews, or audits to check costs, since the **Beneficiary/Beneficiaries** has/have no obligation to document the costs incurred for the action. Checks, reviews, and audits will focus on the technical implementation of the action.
3. The **Beneficiary/Beneficiaries** shall make available all information and data that may be requested by the EC or any representative authorised by it, to verify the compliance with sub-grant agreement.
4. To carry out checks, reviews, investigation, audits, the **Beneficiary/Beneficiaries** shall ensure that the EC's services and any external body(ies) authorised by it have on-the-spot access at all reasonable times, notably to the **Beneficiary's/Beneficiaries'** offices, to its computer data, and to all the information needed to carry out those checks. They shall ensure that the information is readily available on the spot during an audit and, if so requested, that data be handed over in an appropriate form.
5. Based on the findings made during the check, a provisional report shall be drawn up. It shall be sent by the EC or its authorised representative to the **Beneficiary/Beneficiaries** concerned, which may make observations thereon within one month of receiving it. The EC may decide not to take into account observations conveyed or documents sent after that deadline. The final report shall be sent to the **Beneficiary/Beneficiaries** concerned within two months of expiry of the aforesaid deadline.
6. Based on the conclusions of the check, the EC shall take all appropriate measures which it considers necessary, including the issuing of recovery orders regarding all or part of the payments made by it and the application of any applicable sanction.
7. The European Court of Auditors shall have the same rights as the EC, notably right of access, for the purpose of checks and audits, without prejudice to its own rules.

Article 11 – Data protection

1. The Contracting Parties have the obligation to abide by the Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data.
2. Each Contracting Party shall each be considered a separate and independent data controller, as defined in the GDPR, to every other Contracting Party. The processing of personal data shall be carried out lawfully, fairly and in a transparent manner, collected for specific purposes and adequate, relevant, and limited to what is necessary in relation to the purposes for which it is processed. Where it might be designated by a relevant Supervisory Authority or through agreement between Contracting Parties that the AID4SME Open Calls Coordinator and any other AID4SME consortium partners are appointed as data processors, parties shall enter into appropriate data processing agreements as required by the GDPR.
3. The **Beneficiary/Beneficiaries** acknowledges that the AID4SME Open Calls Coordinator and any other AID4SME consortium partners, if appointed as data processors, are not responsible for the **Beneficiaries'/Beneficiary's** compliance with any data protection or privacy law applicable to the **Beneficiary/Beneficiaries**. Each of the Contracting Parties, in their respective

roles as data controllers, will be responsible for their own compliance with any data protection or privacy law applicable to them as data controller.

Article 12 - Miscellaneous

1. Should any provision of this Agreement be or become invalid, illegal, or unenforceable, it shall not affect the validity of the remaining provisions of this Agreement. In such a case, the Contracting Parties shall be entitled to request that a valid, legal, enforceable, and practicable replacement provision be negotiated which fulfils the purpose of the original provision.
2. The **Beneficiary/Beneficiaries** shall not be entitled to act or to make legally binding declarations on behalf of the Open Calls Coordinator or any other AID4SME consortium partner, and 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 Contracting Parties or between the **Beneficiary/Beneficiaries** and any AID4SME consortium partner.
3. No rights or obligations of the **Beneficiary/Beneficiaries** arising from this Agreement may be assigned or transferred, in whole or in part, and no obligations of the **Beneficiary/Beneficiaries** may be subcontracted, without the Open Calls Coordinator's prior formal written approval; and such approval shall not exempt the **Beneficiary/Beneficiaries** from any of its obligations hereunder.
4. Although (with exception to the Open Calls Coordinator) the AID4SME consortium partners and their affiliated entities are not Contracting Parties to this Agreement, they are intended by the Contracting Parties to be third party beneficiaries under this Agreement and accordingly shall be entitled to enforce the terms of this Agreement against the **Beneficiary/Beneficiaries** and (without limitation) shall be entitled to the benefit from, and to enforce any exclusion of limitation of liability of the AID4SME consortium partners contained in this Agreement and any indemnity in favour of the AID4SME consortium partners contained in this Agreement.
5. Amendments and modifications to the text of this Agreement require a separate written agreement to be signed between all Parties.
6. This Agreement is drawn up in English language which shall govern all documents, notices, meetings, and processes relative thereto.

Article 13 - Ethics

1. The **Beneficiary/Beneficiaries** must implement the project line with the highest ethical standards and the applicable EU, international and national law on ethical principles.

Article 14 - Applicable Law

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

Article 15 - Settlement of disputes

1. If the Contracting Parties are unable to resolve a dispute amicably, such dispute will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators in Ireland.

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

AS WITNESS:

The Contracting Parties have caused this Agreement to be duly signed by the undersigned authorised representatives the day and year written below:

<p>For F6S EU Tech Innovation Network DAC (AID4SME Open Calls Coordinator)</p> <p>Nuno Varandas Director</p> <p><i>Signature</i></p>	<p>For Lead Partner name (%Sub-grant ProjectAcronym% Lead Beneficiary)</p> <p>Name of representative, as on first page Position</p> <p><i>Signature</i></p>
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COMPLEMENTARY ANNEXES

Annex 1: Guide for Applicants

Annex 2: Proposal

Annex 4/5: Declaration of Honour/Consortium Declaration of Honour

Annex 6: SME Declaration (if applicable)

TEMPLATE