D2.7 OPEN CALL DOCUMENTS PACKAGE

WP 2

May, 28th 2020

Compilation of the main documents that were published to announce and manage the SmartAgriHubs Open Calls

DOCUMENT IDENTIFICATION

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LIST OF ABBREVIATIONS

Abbreviation	Explanation
CC(s)	Competence Centre(s)
D	Deliverable
DIH networks	Organisations in the DIH ecosystem: CC, technology provides, farmers, Agri-tech SMEs, Universities, governmental agencies, etc.
DIH(s)	Digital Innovation Hub(s)
DoA	Description of Action, the technical Annex to the SmartAgriHubs Grant Agreement
ECA	European Court of Auditors
EU	European Union
FIE(s)	Flagship Innovation Experiment(s)
H2020	The EU Framework Programme for Research and Innovation
IE(s)	Innovation Experiment(s)
KPI	Key Performance Indicator
OLAF	European Anti-Fraud Office
Open Call	SAH planned call for proposals for funding additional actions for network expansion
Q&A	Question and Answers
RC(s)	Regional Cluster(s)
RTD	Research and Technological Development
SAH	SmartAgriHubs
SME	Small and Medium Enterprise
TRL(s)	Technology Readiness Level(s)
WP	Work Package an organizational unit of tasks and activities in the project

LIST OF FIGURES

LIST OF TABLES

TABLE OF CONTENTS

PROJECT SUMMARY

Digital technologies enable a transformation into data-driven, intelligent, agile and autonomous farm operations, and are generally considered as a key to address the grand challenges for agriculture. Recent initiatives showed the eagerness of the sector to seize the opportunities offered by ICT and in particular data-oriented technologies. However, current available applications are still fragmented and mainly used by a small group of early adopters. Against this background, SmartAgriHubs (SAH) has the potential to be a real game changer in the adoption of digital solutions by the farming sector.

SAH will leverage, strengthen and connect local Digital Innovation Hubs (DIHs) and numerous Competence Centres (CCs) throughout Europe. The project already put together a large initial network of 140 DIHs by building on its existing projects and ecosystems such as Internet of Food and Farm (IoF2020). All DIHs are aligned with 9 regional clusters, which are led by organizations that are closely related to national or regional digitization initiatives and funds. DIHs will be empowered and supported in their development, to be able to carry out high-performance Innovation Experiments (IEs). SAH already identified 28 Flagship Innovation Experiments (FIEs), which are examples of outstanding, innovative and successful IEs, where ideas, concepts and prototypes are further developed and introduced into the market.

SAH uses a multi-actor approach based on a vast network of startups, SMEs, business and service providers, technology experts and end-users. End-users from the agri-food sector are at the heart of the project and the driving force of the digital transformation.

Led by the Wageningen University and Research (WUR), SAH consists of a pan-European consortium of over 160 Partners representing all EU Member States. SAH is part of Horizon2020 and is supported by the European Commission with a budget of €20 million.

EXECUTIVE SUMMARY

This deliverable is part of Work Package 2 (WP2), compiling the key documents that were used to define and communicate the SmartAgriHubs open calls.

The WP2 team was preparing open calls that are launched in 2020. The key objective is to expand the existing SmartAgriHubs community network with additional stakeholders and to promote the realisation of new innovation experiments. The collaboration with new and existing Digital Innovation Hubs (DIHs) and Competence Centres (CCs) shall result in a joint effort of an active community that creates knowledge and practical experience, that will facilitate and disseminate digital innovation in the agri-food domain.

SmartAgriHubs supports this effort with its available team, knowledge and tools:

- The existing DIH network in SmartAgriHubs offers collaboration with additional and new Digital Innovation Hubs to facilitate experience exchange

- The network of Competence Centres is helping to identify the most appropriate technology related expertise required for a successful realisation of an innovation experiment

- Community of SMEs, startups and scaleups, helping to find promising tech suppliers, partners as well as reference end-users

- Flagship Innovation Experiments from SmartAgriHubs and use cases from IoF2020, serving as show cases for digitisation and innovation in the agri-food domains

- Excellent, well-equipped support team, present in most European regions, familiar with local and sector specific challenges

Facilitated by the Open Call, SmartAgriHubs will complement and connect existing and upcoming programmes that are supporting innovation and funding stakeholders (i.e. from both public and private sources) in the agri-food community.

Subsequently, these activities shall generate a critical mass of digital innovation experiments, where stakeholders share experience gained and build an international community of regional hubs (DIHs) and knowledge transfer centres (CCs), that will result in a sustainable European network, also helping to close the gap between research, innovation and business development.

However, in the light of the CORONA COVID-19 crisis, it is essential to further stimulate the development of digital innovations, which can tackle the challenges currently faced by the agri-food sector. Considering this, SmartAgriHubs has investigated the possibilities for funding innovation that helps our sector in these trying times. Therefore, the SAH Open Calls are designed as a three-phase programme. The first phase is the RESPOND phase. Thereafter, the second and third will follow, namely the RESTART and EXPAND phase will provide more opportunities for applying for the open calls. The SAH Open Call programme shall help to mobilise initiatives, either by further expanding regional and international networks supported by Digital Innovation Hubs (DIHs) or by supporting hackathon activities.

This report compiles the main elements of Deliverable D2.7:

- Outline of the SmartAgriHubs Open Call Programme also including the eligibility criteria that are detailing the main conditions for the open calls, and

- Basic contractual and financial conditions to submit a proposal.

The specific open call announcements for the RESPOND open calls are presented in Deliverable D2.6. In an update of Deliverable D2.6, WP2 will also present the specific RESTART and EXPAND open calls for the sake of reporting. However, D2.7 is rather compiling the general principles to be followed by proposers and presented in the open call programme document that shall remain widely stable.

1 INTRODUCTION

1.1 PURPOSE AND OBJECTIVE

The WP2 team was preparing open calls that are launched in 2020. The key objective is to expand the existing SmartAgriHubs community network with additional stakeholders and to promote the realisation of new innovation experiments. The collaboration with new and existing Digital Innovation Hubs (DIHs) and Competence Centres (CCs) shall result in a joint effort of an active community that creates knowledge and practical experience, that will facilitate and disseminate digital innovation in the agri-food domain.

To facilitate the planning, preparation, publication and promotion of open calls as well as facilitate the negotiation and contracting, SmartAgriHubs was documenting related conditions and procedures that are published to a public audience. To compile those documents for the purpose of reporting, WP2 was preparing this report D2.7 that is outlining the so called "Open Call Documents Package".

Of course, also the interaction of WP2 members in different webinars and in the SmartAgri-Hubs forum are part of the communication with the addressed stakeholders, while being presented as different media than a report basis (e.g. also as recorded webinar available via Youtube).

Therefore, Deliverable D2.7 shall be considered as one part of the overall reporting, where Deliverable D2.6 is focusing on the evaluation and selection of submitted proposals.

1.2 CONTENT OF THIS DELIVERABLE

Deliverable D2.7 is compiling the following elements that were published via the SmartAgriHubs website and the SmartAgriHubs Innovation Portal:

- Chapter 2 is presenting the SmartAgriHubs Open Call design that was included in the overall Open Call Programme.

- Chapter 3 details the eligibility criteria to be taken into account by legal entities submitting a proposal to SmartAgriHubs.

- Within the Annex (i.e. chapter 4), WP2 was compiling additional information for proposers to detail conditions with respect to financial planning, contracting, design of activities and conditions to qualify as an SME.

2 OPEN CALL DESIGN

In the light of the current COVID-19 crisis, it is essential to further stimulate the development of digital innovations, which can tackle the challenges currently faced by the agri-food sector. Considering this, SmartAgriHubs has investigated the possibilities for funding innovation that helps our sector in these trying times. The SAH Open Call will consist of a three-phase programme. The first phase is the RESPOND phase. Thereafter, the second and third will follow, namely the RESTART and EXPAND phase will provide more opportunities for applying for the open call. The SAH Open Call programme shall help to mobilise initiatives, either by further expanding regional and international networks supported by Digital Innovation Hubs (DIHs) or by supporting hackathon activities

2.1 KEY CHARACTERISTICS OF THE RESPOND TO COVID-19 OPEN CALLS

The first phase with Open Calls will bring possibilities for funding related to the COVID-19 crisis phase. During the RESPOND phase, the SAH community will directly tackle the challenges faced in the agri-food sector due to COVID-19. The focus of the RESPOND Open Calls is on hackathon type of activities proposing solutions to minimise the effects of the current crisis. Additionally, these activities will help identify what role digital innovations can play to mitigate the consequences of the COVID-19 pandemic in the agri-food domain.

The RESPOND Open Call is open between the 12th of May and 3rd of June 2020 17:00 CEST. There are two open calls, either for DIHs or SMEs:

- For Digital Innovation Hubs:
  Proposals must include at least one DIH. SmartAgriHubs considers that proposals requesting a contribution from 10,000 to 30,000 Euro would allow to support the realisation of activities appropriately.

- For Small and Medium Enterprises, including Startups:
  Proposals are submitted by SMEs/Startups aiming at direct realisation of digital innovations mitigating the effects of the COVID-19 pandemic in the agri-food sector. SmartAgriHubs considers that proposals requesting a contribution from 30,000 to 50,000 Euro would allow to support the realisation of activities appropriately.

2.2 KEY CHARACTERISTICS OF THE PLANNED RESTART AND EXPAND OPEN CALLS

From an operational perspective, proposers shall take into account the following key characteristics that need to be taken into account for being able to submit an eligible proposal in the main action line of the open call:

- The funding that is provided by SmartAgriHubs is exclusively available for developing, maturing and providing Digital Innovation Hub (DIH) innovation services.

- For being eligible to receive this funding, DIHs need to support one or more Innovation Experiments (IEs) with their services.

- The overall proposal budget shall assign a maximum of 20% for DIH service provision and a minimum of 80% for realising the supported Innovation Experiment(s).

- The maximum of 20% for DIH service provision can be requested as funding from SmartAgriHubs, where the 80% should be mobilised by additional public or private sources.

- One DIH could ask for a maximum of 100,000 Euro funding in total from SmartAgriHubs in one or also several proposals.

- The preparation, organisation and realisation of Hackathon type of activities are contributing to the DIH innovation services community building, strategy development, project development and provision of technology infrastructure. Because of this nature, Hackathon type of activities are the only supported DIH activity for which no explicit IEs are required.
- The open call is under a continuous submission scheme.

Please consider the Eligibility Criteria in chapter 3 for more detailed information.

2.3 PURPOSE OF THE OPEN CALLS

The SmartAgriHubs team is preparing open calls that are launched in 2020. The key objective is to expand the existing SmartAgriHubs community network with additional stakeholders and to promote the realisation of new innovation experiments. The collaboration with new and existing Digital Innovation Hubs (DIHs) and Competence Centres (CCs) shall result in a joint effort of an active community that creates knowledge and practical experience, that will facilitate and disseminate digital innovation in the agri-food domain.

SmartAgriHubs supports this effort with its available team, knowledge and tools:

- The existing DIH network in SmartAgriHubs offers collaboration with additional and new Digital Innovation Hubs to facilitate experience exchange
- The network of Competence Centres is helping to identify the most appropriate technology related expertise required for a successful realisation of an innovation experiment
- Community of SMEs, startups and scaleups, helping to find promising tech suppliers, partners as well as reference end-users
- Flagship Innovation Experiments from SmartAgriHubs and use cases from IoF2020, serving as show cases for digitisation and innovation in the agri-food domains
- Excellent, well-equipped support team, present in most European regions, familiar with local and sector specific challenges

Facilitated by the Open Call, SmartAgriHubs will complement and connect existing and upcoming programmes that are supporting innovation and funding stakeholders (i.e. from both public and private sources) in the agri-food community.

Subsequently, these activities shall generate a critical mass of digital innovation experiments, where stakeholders share experiences gained and build an international community of regional hubs (DIHs) and knowledge transfer centres (CCs), that will result in a sustainable European network, also helping to close the gap between research, innovation and business development.

2.4 CURRENT SITUATION

After analysing digital innovation in the different European regions, SmartAgriHubs identified a quite heterogeneous situation. Generally, one could identify the following stereotypes of organisations that are already active as DIHs or could be candidates of becoming a DIH:

- DIHs integrated in a regional or international network, supporting diverse organisations in their region, while embedded in a regional or national initiative for digitisation of the agri-food sector.
- Organisations that started a DIH in their region, while their activities are not yet well perceived or strategically used in the network of the different stakeholders. Therefore, those organisations usually focus on a rather small set of supporting measures and they have a limited European dimension.
- Organisations that are active in their region, based on a successful business model, supporting digital innovation. They are rather sceptical and/or not well informed and

connected yet about the added value a European community of DIHs and CCs could provide.

In parallel to the DIHs, Competence Centres are offering advanced technical expertise, access to the latest knowledge and information on digital technologies, as well as test facilities such as labs, pilots and experimental facilities, and other technological and scientific infrastructure. CCs may include universities, applied research and technology organizations (RTO), laboratories and demonstration farms and entities with important R&D labs, all of them having technology transfer capabilities.

CCs cooperate with all relevant partners in the agri-food innovation value chain to support farmers, businesses and other agri-food entities in their digital transformation. This entails establishing connections with a wide range of technology companies, research institutions, and digital solution providers, as well as potential users and customers. No single CC can be the front-runner in all fields, therefore, SmartAgriHubs supports further evolution of linkages between complementary CCs, as well as with DIHs and innovation experiments.

CCs are usually well established with strategic collaboration and specific expertise in their field of knowledge. They were usually established on medium and long-term strategies, rather collaborating in their field of expertise than in a regional/geographical setting.

It needs to be highlighted that the terms "DIH" or "CC" represent roles of an organisation. Therefore, no separate organisation needs to be established for representing the role of a DIH or CC. An existing organisation could implement a DIH, a CC or both. Of course, the implementation of each role will require different expertise.

Taking into account the basic difference of DIHs and CCs, it was concluded that the open call is specifically targeting at DIHs as main proposers, facilitating the realisation of innovation experiments, while the services of CCs would be logically consumed when implementing an innovation experiment.

Having discussed this situation with different stakeholders, it was concluded that there wouldn't be a general preference by the open call to select a specific type of DIH, or potential DIH, but to stimulate initiatives involving all of those and even fostering the collaboration of different type of DIHs. In fact, it is preferable to engage DIHs with diverse maturity levels, to elaborate a kind of blueprints to facilitate the expansion of the community.

2.5 BASIC APPROACH

A key performance indicator of SmartAgriHubs is the mobilisation of 70 additional Innovation Experiments. Those Innovation Experiments will use and validate the support and coaching offered by DIHs and CCs. At the same time, SmartAgriHubs aims at mobilising additional funding. Based on the additional EUR 6 million public EU funding that is reserved in the SmartAgriHubs project for this and possible other open calls, the team considers it feasible to mobilise an additional EUR 12 million from public national/regional sources, as well as an additional EUR 12 million from private funding sources. 75% of the SmartAgriHubs open call budget (i.e. EUR 4.5 million) should be allocated to SMEs, either by direct usage of the open call budget by SMEs or by additional cascade funding mechanisms, also considering the additional funds to be mobilised.

The underlying idea is to support initiatives of well-established, rather inexperienced as well as potential DIHs, that propose a thorough strategy to support the digital innovation in their region and facilitate the set-up of IEs, equipped by own investments and supported by additional public and/or private funding. Besides the individual set up of IEs, it is considered of utmost importance that such supported initiatives:

- Validate the services offered by DIHs and CCs
- Facilitate experience exchange and critical mass of the European Network of DIHs and CCs.

Therefore, the main added-value for sustaining this network is in the interaction of the different entities, as indicated in the following Figure 1.
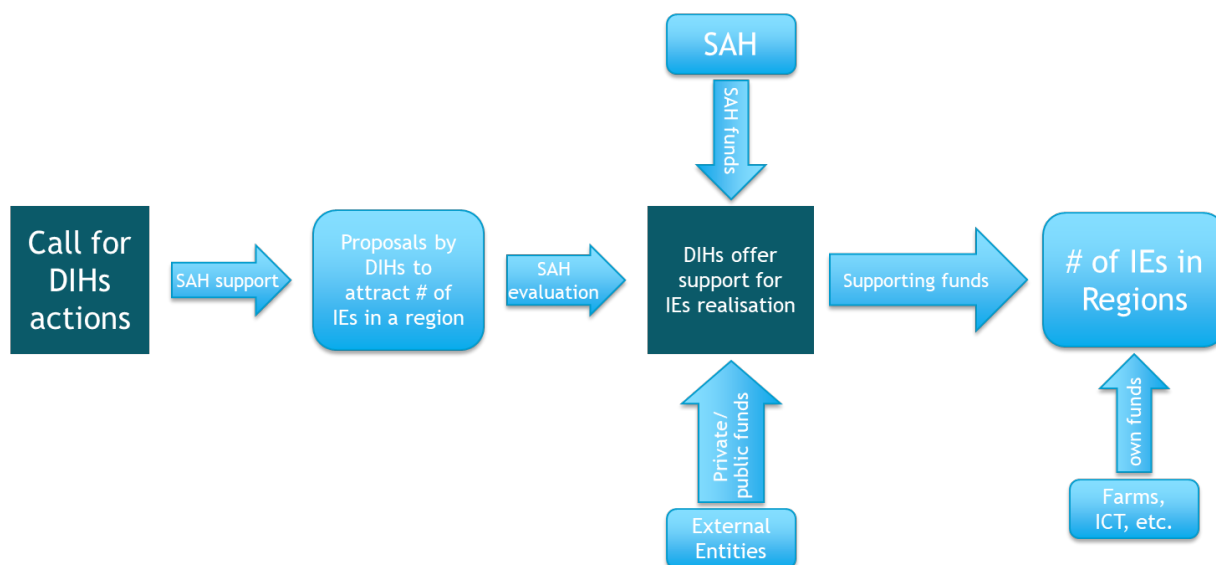
The general digital maturity level differs greatly between regions. Also, the provision of additional public or private funds follows different schemes, amounts and channels. Therefore, it is clear to the SmartAgriHubs team that there is no silver bullet of project type appropriate to all regions, agri-food sectors or focus on the digital innovation instruments.

At the same time, SmartAgriHubs does not expect that public or private investment schemes in the different regions/countries will adjust their eligibility/selection criteria to a general European standardised approach. In contrary, SmartAgriHubs assumes that it is of specific value, if the funding offered by SmartAgriHubs will motivate regional organisations to create projects realising pragmatic programmes in their region. Local initiatives should include a European dimension that is opening possibilities for cooperation beyond the classical project and funding schemes. This should also facilitate cooperation between EU RTD programmes and the activities financed by structural funds.

The openness to private investment is considered as an enabler for investors to facilitate the identification of talent outside their region, since the SmartAgriHubs network of DIHs and CCs can be opened for an intra-regional collaboration of local DIHs and investors from other regions.

This European network is diverse and a better collaboration between stakeholder groups (e.g. between startups and large corporates or bringing together technology providers with end-users) is needed. Therefore, it is important to support regional stakeholders with very targeted initiatives, that will immediately form local communities of interest in digital innovation. A successful example was the realisation of hackathons that mobilised needs, ideas, talent, investment, data and collaboration, when properly prepared and supported. It was also experienced as a kind of innovation kick-off in a region lacking the right moment of bringing the stakeholders together. Therefore, using hackathon type of activities as additional instrument is a promising pathway for the promotion of digital innovation.

2.6 APPROACH FOR THE OPEN CALL

Based on the analysis as outlined above, the SmartAgriHubs team considers DIHs as key stakeholders that should be attracted by the open call. They should propose projects to promote digital innovation in agri-food, that will be realised in their own region or together with other regions. In their proposals, they should identify the sources of additional funds they intend to mobilise, while the contribution of SmartAgriHubs funds shall not exceed 20% of the total investments in the project. The DIH should in total mobilise one part from SmartAgriHubs funding and four additional parts from other public or private funding sources.

The approach for realising the open call is presented in Figure 2. This should result in a specific number of innovation experiments (IEs) directly enabled and supported by DIHs. As an overall result, all the projects to be supported by SmartAgriHubs should realise 70 additional innovation experiments.

Figure 2:   General approach for organising the main line of actions in the DIH related open calls.

Each proposal submitted to the SmartAgriHubs Open Call represents a project defining a kind of individual programme as presented in Figure 3. The number of supported IEs will be the key performance indicator for the success of the project and for the funding provided by SmartAgriHubs. The funding can be assigned to different types of organisations. Hence, it is considered eligible to assign the SmartAgriHubs funding to the DIH itself and to have the realisation of IEs completely covered by additional funds. This is considered relevant to avoid issues with local/national funding schemes or with preferences of private investors.
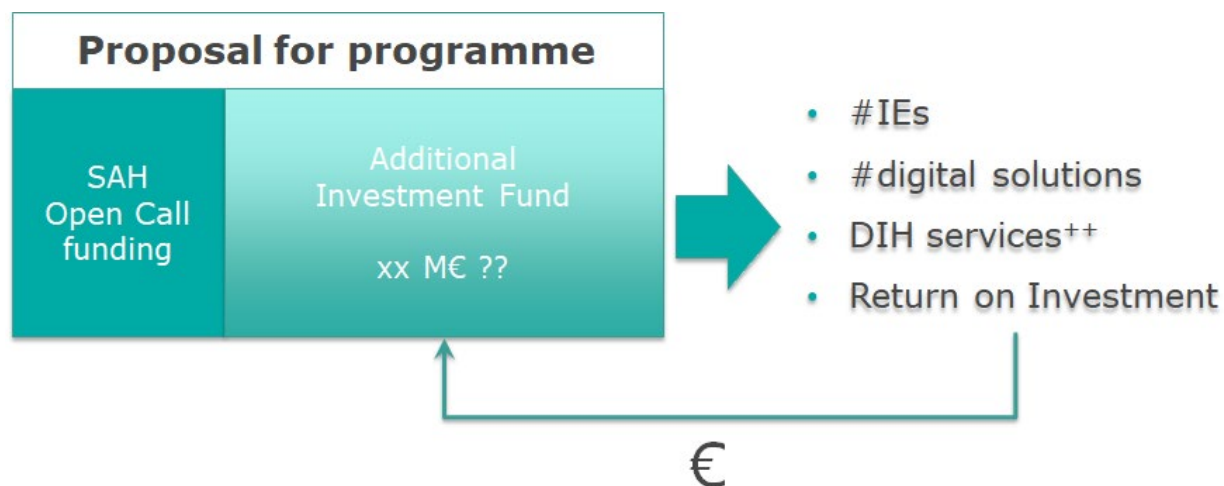
Figure 3:   Proposals for projects implementing innovation programmes to be submitted to the SmartAgriHubs Open Call.

2.7 SUPPORT OF HACKATHON TYPE OF ACTIVITIES

The preparation, organisation and realisation of Hackathon type of activities shall be supported. The main objective is to generate ideas for potential Innovation Experiments that can then be realised by related teams and that go beyond initial conceptual implementations. Generally, such activities shall facilitate networking of organisations and individuals, aim at the mobilisation of talent and enable the realisation of digital innovations that address current challenges, opportunities and threats.

Key examples of such activities, preferably realised by DIHs to strengthen their innovation services, are:

- Hackathons:
  In the scope of a hackathon, different topics are prepared, describing key opportunities and threats that have a special importance. Along the realisation of a hackathon experts are invited that can coach individuals and organisations aiming at the elaboration of a digital innovation, like new business models, process/product innovations or solutions for situations like imposed by the COVID-19 pandemic. A hackathon can be organised physically or as an online format, to maximise the participation.

- Challenges:
  The purpose of a challenge is to mobilise specific end-users that are experiencing a specific problem, where a digital innovation could help easing the situation. Solutions offered and implemented by technology providers should satisfy the formulated requirements. Usually, such activities are represented by an agile interaction of end-users and innovators, resulting in tangible solutions for a real-world application scenario. Good examples to organise challenges are immediate crisis threatening performance and safety of the agri-food chain, as well as basic threats and opportunities, that could be addressed by digital innovations for a higher sustainability, efficiency and/or effectiveness of the agri-food systems.

- Datathons
  Organisations active in the agri-food domain are providing real data from operational business processes, where a datathon would bring this together with innovators aiming at the development of digital innovations (i.e. practical solutions) that can exploit the data for a specific purpose. Such purpose can be either located at the data providers themselves, but also in any other stakeholder in the agri-food or related chains. The overall motivation is to use this type of digital innovation for generating added value information, knowledge and/or services that could make the agri-food system more sustainable, efficient, or effective.

A more detailed definition of those hackathon type of activities, highlighting their purpose in the scope of SmartAgriHubs as well as identifying basic procedures for reimbursement of costs is presented in the Annex in chapter 4.2.

The role of DIH(s) with related innovation services can be central in this type of activities for community building, strategy development, project development and provision of technology infrastructure. On top of that, hackathon type of activities can be considered as innovation programmes with focused actions, involving stakeholders like the following:

- End-users, like farmers
- Agri-food chain related service providers
- Technology providers, like equipment manufacturers or software solution providers
- Innovative teams e.g. recruited from universities or startup initiatives
- DIHs and CCs.

It is currently planned to reserve an amount of budget for the realisation of this type of activities. Proposers planning to organise related activities should detail their approach. However, generally this would require additional investments (i.e. financial investments and/or in-kind contribution by e.g. personal effort required for the preparation) by the organisers and/or other organisations like technology providers, searching for new ideas and talent. The usual procedures need to be assured and financial support given to participating teams needs to be reasonable, in accordance to efforts that participating teams invest and help them to get traction.

Supported activities shall also give a special emphasis to the experimental nature of the solutions that should be innovative in terms of digital technology, and should represent minimum viable products, with practical relevance. Proposals should also clearly outline the purpose that drives an activity, and explain how to exploit the elaborated results. On top of

that, the dissemination of results should help other stakeholders and a larger European target audience to learn from the experience and lessons learnt – generally facilitating a replication of positive results as well as to avoid a repetition of experienced problems and not successful implementations/tests.

An example for organising hackathons can also be found at:
https://www.diyhackathon.farmhack.nl/

2.8 CALL FOR PROPOSALS AND EVALUATION PROCEDURE

Proposals are usually called under a continuous submission scheme. Proposals will be evaluated after reception in varying intervals after open call publishing. The intervals will be regularly communicated via the open call website. Currently it is planned to close all open calls latest on July, 31st 2021, 17:00 h CEST, or at an earlier date, in case the budget that is reserved for open calls in SmartAgriHubs (i.e. for this and other SAH open calls) is completely allocated. If other open calls, with similar or deviating conditions, will be published by SmartAgriHubs, potential proposers can find related information on the SmartAgriHubs website.

Proposals will be evaluated by experts having thorough experience and are able to assess the quality of the proposals. The evaluators will be experts in the fields of innovation and digitisation, usually with previous experience in the business domain of agri-food. Generally, they shall also have prior experience in evaluating proposals.

Each proposal will be evaluated by three experts. The proposal evaluation will be documented internally, the results are communicated to the representatives of the European Commission and proposers will be informed, if they can be considered for funding.

Proposals will be evaluated and selected based on the Evaluation Criteria. In order to be considered for funding, your proposal must score above a certain threshold for each criterion, and above an overall threshold.

2.9 MANAGEMENT AND REPORTING

After proposal evaluation and selection, SmartAgriHubs will prepare sub-grant agreements with the related third parties. For being able to agree on specific objectives for reporting and review, the proposers need to identify appropriate deliverables, milestones and KPIs, which the SmartAgriHubs project management team will use to decide on the payment modalities.

3 ELIGIBILITY CRITERIA

The envisaged network expansion with additional DIHs, CCs and IEs was discussed at several opportunities with the SmartAgriHubs regional cluster leaders as well as with different stakeholder audiences during diverse events. Based on this, WP2 compiled a roadmap for the open calls as presented in deliverable D2.2. At the same time, WP2 was discussing diverse aspects of the open calls with the stakeholders, to learn from the regional requirements as well as to answer diverse questions about the open call approach. The answers to those questions were compiled as basic eligibility criteria that need to be fulfilled when submitting a proposal, as compiled in this chapter and sorted in accordance to different general topics.

For being able to answer additional questions after the publication of the specific open calls, SmartAgriHubs is offering an open call related Q&A section in the SmartAgriHubs innovation forum. Usually, questions are answered by the WP2 team at the same day after putting a question there (https://forum.smartagrihubs.eu/c/open-call/35).

3.1 DEFINITIONS

- A proposal is submitted by one legal entity or a consortium of partners, proposing the realisation of a project. If selected for funding, SmartAgriHubs will conclude a sub-grant agreement with the coordinating partner. The coordinating partner will take care for the proper distribution of the funding from SmartAgriHubs and assure related reporting on project deliverables and KPIs.

- **A Digital Innovation Hub (<u>DIH definition on the SAH website</u>) and a Competence Centre (<u>CC definition on the SAH website</u>) are rather roles of organisations than the organisation as a whole entity**. Of course, if there are legal entities/ organisations that were founded just with one role as DIH or CC, they would also be eligible. Organisations would also be eligible, if they represent both roles as DIH and CC and are registered as such in the SmartAgriHubs portal.

- An Innovation Experiment (<u>information about initial Flagship Innovation Experiments are available on the SAH website</u>) is usually the combination of different organisations that are a team for realising a specific experiment, aiming at the implementation of a digital innovation in an agri-food sector/chain/network (i.e. IEs with the TRL level 7 to 9[1]). In principle an IE needs to be compliant with the Multi-Actor approach. If appropriate and well justified, an IE could also be realised by one organisation, if assured that it involves especially the roles of end-users, technology providers, and required agri-food experts.

- Proposals of DIHs are describing projects that will realise a number of Innovation Experiments, directly supported by Digital Innovation Hubs and Competence Centres. Such projects are a kind of (inter-) regional innovation programmes. Proposals for hackathon type of activities are deviating with respect to e.g. purpose and structure.

3.2 ELIGIBLE PROPOSERS

- Proposers must be a:
  - legal entity established and based in one of the EU Member States or a H2020 Associated country as defined in H2020 rules for participation[2], and;
  - directly responsible for the preparation, management and execution of the Project, and;

- not receiving any other funding for the same activities in the Project, and

- not being a (direct) Beneficiary of the Grant Agreement No. 818182.

- Organisations that have a sub-contract with a SmartAgriHubs beneficiary are generally eligible, if there are no other links to beneficiaries that could cause a conflict of interest.

- Proposals should usually be submitted by a DIH and include at least one Digital Innovation Hub (DIH) as proposing and coordinating partner. This can deviate for open calls directly calling for SMEs like the open call RESPOND2 SAH2SMEs.

- DIHs and CCs participating in a proposed project, must register in the SmartAgriHubs portal before submitting a proposal (https://www.smartagrihubs.eu/portal/network). DIH(s) and CC(s) submitting a proposal to SmartAgriHubs need to explain their qualification and the offered service portfolio. It is not required to undergo a specific external certification procedure at proposal stage. CCs must also describe their systems/ competences to be used in the development of the IE(s).

- IEs shall only be presented in one proposal submitted to SmartAgriHubs and not in several.

- The current SmartAgriHubs beneficiaries (i.e. specifically DIHs and CCs) will however be able to support the proposed project with up to 10% of the funding requested in the proposal. If you expect an added value by an involvement of a SmartAgriHubs beneficiary, please explain this in your proposal. This shall be generally agreed with the related SmartAgriHubs beneficiary before submitting your proposal. The following minimum explanation is required:

  - Envisaged type and purpose of involvement of current SmartAgriHubs partner(s)

  - Expected amount of effort required

  - Type of results and experiences that shall be used from one of the current FIEs, also explaining how it would be (commercially) used

  - Number of meetings, trips or other activities required by existing partners

- Proposals shall allocate 75% of the provided funding from SmartAgriHubs to small, medium, and micro enterprises. Small and medium-sized enterprises (SMEs) are defined in the EU recommendation 2003/361.

- Involved SMEs shall sign an SME declaration.

- Proposers and related organisations intending to receive funding from SmartAgriHubs need to be registered legal entities. This does not exclude micro enterprises, like represented by farmers and their operations that are registered entities, while possibly only including the farmer as individual owner of the registered entity.

- The proposal needs not to identify supporting CCs or specific IEs at time of submission, but proposers need to clearly elaborate a digitisation strategy and their envisaged offering for IEs as well as explain their DIH service portfolio and the reusability potential of the final results.

3.3 INNOVATION AND TECHNOLOGICAL EXCELLENCE

- An IE must include the realisation of a digital innovation that goes beyond pure procurement, configuration, and installation of Commercial of the Shelf technology. Core elements of IEs are reusable assets (i.e. either technological or business-related innovations that can be used by other stakeholders in the agri-food innovation ecosystem). The level of innovation can also depend on the region where an IE is implemented. Therefore, the proposal shall outline the region addressed and the current status quo in terms of digital innovation at the usual end-user sites.

- If an IE is realised with its planned effort and investment, but the results are not favourable (i.e. experiments that should not continue and are not successful concerning success of the digital innovation), they can be reimbursed by SmartAgriHubs. However,

the team shall document the lessons learned to help the SmartAgriHubs ecosystem to learn from that experience gained.

- The support of IEs by DIHs and CCs shall be validated and reported. This shall also include the documentation of lessons learnt and experience gained to share with other DIHs and CCs in the network. At least one reusable asset per IE (related to either technological or business innovation) should be contributed to the SmartAgriHubs repository.

- The participating DIHs shall plan the realisation of a DIH self-assessment to document their offered services and level of maturity using the maturity model and self-assessment tool provided by SmartAgriHubs. During the course of the project, DIH(s) shall also follow up the self-assessment with a peer-review, based on the procedure defined by SmartAgriHubs (as soon as applicable information will be published via the project website http://www.smartagrihubs.eu/).

3.4 BUDGET, FUNDING AND REIMBURSEMENT OF COSTS

- A proposal can request a contribution by SmartAgriHubs of up to a maximum of 20% of their envisaged total budget required to accomplish their overall proposed project. This requested funding from SmartAgriHubs shall be used by the DIH(s) to provide their services to IEs and develop their services. The proposal needs to specify those activities in detail. The remaining 80% of the total budget shall be assigned to the IEs and supporting CCs. Individual open sub-calls and specifically hackathon type of activities can deviate from this rule. In such cases, related funding models are explained in the specific open call announcement.

- There is no minimum size of IEs defined (i.e. in terms of effort or budget). However, IEs need to be balanced in terms of effort for organisation/administration versus expected impact.

- SmartAgriHubs considers that proposals requesting a contribution from SmartAgriHubs between 100,000 and 500,000 Euro would allow to support the realisation of IEs projects to be addressed appropriately. The budget per DIH shall be limited to a maximum of 100,000 Euro in total within one or several proposals. The conditions for hackathon type of activities can vary and are explained in specific open call announcements.

- If a DIH can prove its role in the acquisition of the IE, they could also include a maximum of 5% of the supporting funding received from SmartAgriHubs for the realisation of the IE.

- The additional 80% of the total budget shall be mobilised by additional sources. This can be for example:

  - Own investments of DIHs, IE partners or CCs.

  - External private investment attracted by entities participating in the proposed project for the work intended to be realised.

  - External public funding from additional sources, like regional, national, structural or also other EC funds. Nevertheless, the budget calculation shall be based on the definition of eligible costs and make sure that general total funding thresholds for the received EC funding are not exceeded in total when adding a SmartAgriHubs funding[3].

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[3] *For example, the threshold of 70% reimbursement rate by EC funding for commercial legal entities should not be exceeded, while e.g. a funding rate of 100% could apply to non-profit and/or research organisations. Therefore, every involved partner need to check its funding rate as defined in the EC contracts that might be combined.*

- In general, large infrastructural investments can account for the additional 80% of total budget, but the specific contribution to the proposed project and specifically IE need to be explained (e.g. like done for regular depreciation rates).

- The additional 80% can be represented by financial investments as well as person effort to carry out the proposed project and the IEs in particular.

- Each DIH in the team submitting a proposal should have a substantial input in the project of at least 10% of the total requested funding. Subcontractors can also participate, up to a maximum of 10% of the total funding.

- The proposal shall calculate the envisaged budget, only considering eligible costs (see annex 4.1 Annex 1 – Eligible Costs).

- Double funding of same costs by different sources is not eligible and will not be reimbursed.

- Proposed work/costs can only be funded by one project supported by SmartAgriHubs and not be presented in or reimbursed by two or more projects that receive funding from SmartAgriHubs. However, this does not exclude collaboration and joint work of different projects, where the costs are individually covered or covered by additional third parties' funding.

- Reimbursement by SmartAgriHubs will be released with respect to delivered results. Projects need to define deliverables, KPIs and related milestones, including how to measure the additional budget to be mobilised. The specific payment plan for reimbursing defined deliverables will be agreed in the contracting phase with the selected proposers.

- If the proposal is already presenting IEs to be realised (i.e. defining the partners, the envisaged experiments and confirming the commitment of the additional funding of min. 80%), SAH can reimburse this initial result of DIH support of the requested funding after contract signature. However, this would also require a review of the IE partners' commitment for being able to release the payment.

- Organisations can only receive funding in maximum of two different projects (i.e. sub-grants) funded by SmartAgriHubs in the scope of the open calls.

3.5 SUPPORT OF HACKATHON TYPE OF ACTIVITIES

- The only proposals not requiring explicit IEs are proposals for one or more hackathon type of activities, carried out by the required stakeholders (see also section 2.7). This would be coordinated by one organisation, preferably a DIH. Generally, such activities can involve organisations like:

  - one or several DIHs

  - with or without collaboration with CC(s)

  - in close collaboration with technology providers,

  - attracting both end-users and providers of digital innovations.

- SmartAgriHubs considers that proposals for hackathon type of activities[4] requesting a contribution from SmartAgriHubs of up to 60,000 Euro would allow to support the realisation of single or a series of activities appropriately. Proposers would need to carefully explain the cost assignment, while the requested funding representing the 20% would be used for personnel costs and consumables to prepare, organise and realise the

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[4] *The term "hackathon" is used as placeholder as also highlighted in section 2.7. Therefore, SmartAgriHubs considers different organisational forms like e.g. hackathons, datathons, and challenges as eligible. In contrary, simple pitch nights only presenting innovative ideas without any implementation and collaboration with relevant stakeholders (e.g. farmers, equipment producers, agronomists) are considered NOT eligible.*

hackathon(s). The additional 80% (i.e. not reimbursed by SmartAgriHubs) represents other budget used e.g. for

- Covering efforts of participating stakeholders (e.g. based on lump sums or also based on funnelling procedures to provide more support to those with more promising results),

- Payment of travel and accommodation for participants or

- Financing consumables required for the implementation of the activities. This could be e.g. data centre usage, rental fees for temporary equipment/infrastructure, devices that can only be used once, but necessary for experimentation (like certain devices for experiments, RFID tags, rumen bolus, specific seeds, fertilizer or pesticides).

- In special cases, hackathon type of activities could benefit from other funding models. In such cases, related funding models are explained in the specific open calls.

3.6 PROJECT PLAN

- Proposed projects and activities that can be reimbursed need to end before end of July 2022. Until that moment, an evidence needs to be provided that the additional budgets/ efforts/ investments were mobilised.

- In general, proposed projects shall plan a duration of a minimum 6 months. Nevertheless, the continuation of activities with own or other external funds after the termination of the proposed project is very much welcome and specifically expected for the involved DIHs.

- There is no requirement with respect to the duration for realising hackathon type of activities. Nevertheless, proposals need to explain the timing for preparing, organising and realising related activities.

3.7 PROPOSAL SUBMISSION

- Proposers shall register in the SmartAgriHubs innovation portal before submitting a proposal (https://www.smartagrihubs.eu/portal/home).

- Proposals must be submitted in English language and any electronic documents submitted shall be in pdf format.

- The Open Call will be opened and published via the SmartAgriHubs website.

- Main open calls are planned to be under a continuous submission scheme. The RESPOND to COVID-19 open calls are fixed deadline open calls.

- It is currently planned that all open calls close latest on:
    July, 31st 2021 – 17:00 CEST
  or at an earlier date, in case the Open Call budget is completely allocated.

- Proposers shall submit the proposals via the proposal submission tool, if not otherwise defined in the open call announcement.

4 ANNEX

4.1 ANNEX 1 – ELIGIBLE COSTS

4.1.1 Calculation of Costs

Only costs generated during the lifetime of the project can be eligible. Generally, costs must be actually incurred (actual costs). That means that they must be real and not estimated, budgeted, or imputed.

SmartAgriHubs will reimburse lump sum costs. Proposers need to identify the global amount deemed to cover all costs of the action or a specific category of costs when preparing the proposal as well as the sub-grant agreement. If a review of deliverables, milestones or KPI identifies substantial errors, irregularities or fraud or serious breach of obligations including improper implementation, SmartAgriHubs will calculate the 'revised final sub-grant amount' for the beneficiary concerned by the findings.

Costs must be determined in accordance with the usual accounting and management principles and practices of the beneficiary. The accounting procedures used in the recording of costs and receipts shall respect the accounting rules of the Country in which the beneficiary is established. The beneficiary's internal accounting and auditing procedures must permit direct reconciliation of the costs and receipts declared in respect of the project with the corresponding financial documents.

Costs must be used for the sole purpose of achieving the objectives of the project and its expected results, in a manner consistent with the principles of economy, efficiency and effectiveness. Finally, the costs must be indicated in the proposal and finally the technical annex to the sub-grant agreement.

Moreover, personnel costs are only the costs of the actual hours worked by the persons directly carrying out work under the project and shall reflect the total remuneration: salaries plus social security charges (holiday pay, pension contribution, health insurance, etc.) and other statutory costs included in the remuneration. Such persons must be:

- directly hired by the participant in accordance with its national legislation,
- working under the sole technical supervision and responsibility of the latter, and
- remunerated in accordance with the normal practices of the participant.

Indirect costs are reimbursed with a flat-rate of 25%, that can be accounted on direct personnel costs. However, an appropriate travel budget and dissemination material to present your project at events and SmartAgriHubs related activities would be eligible.

SmartAgriHubs would not necessarily recommend planning for equipment, since assuming a relatively short time-period of the project, the time for depreciation would be expected too long. However, if you see an explicit need, please explain at sufficient detail in your proposal how the depreciation costs are accounted for enabling the external evaluators to assess the eligibility.

The calculated eligible costs can be reimbursed at the following maximum rates:

- 100% of eligible costs for funding non-profit organisations (e.g. research)
- 70% of eligible costs for funding for profit legal entities

However, as explained in sections 3.4 and 3.5, SmartAgriHubs funds shall not exceed 20% of the overall funds/investments to be mobilised by the proposed project, unless it is not stated in another way in the open call publication. These 20% cannot be used for financial support in the form of prizes. From SmartAgriHubs perspective, the additional 80% mobilised from other private or public sources can include financial support in the form of prizes and considered for the overall 20/80 calculation.

Table 1: Eligible costs versus funding sources (i.e. currently specifically relevant for the planned RESTART and EXPAND open calls – the RESPOND open calls are deviating).

Costs	Potentially funded by SmartAgriHubs	Funded by own or other private/ public funds	Other Condition
For-profit legal entities realising a DIH	Max. 70% of eligible costs	Min. 30%	Min 10% of total requested funding per DIH
Non-profit type DIH Support	Max. 100% of eligible costs	Depending on accepted funding rates at EC	
IE costs	Max 5% of SAH funding, if IE was acquired by the DIH	Min. 95%	-/-
Current SAH beneficiary support	Max 10% of requested funding (i.e. not deducted from total 20% funding requested)	-/-	Managed by the SAH grant agreement internally
	Max 20% of the total project/activity costs	Min. 80%[5] of the total project/activity costs	

4.1.2 Non-eligible Costs

The following costs shall be considered as non-eligible with respect to the 20% share potentially funded by SmartAgriHubs or to all declared costs in case the 20/80 distribution is not requested by SmartAgriHubs and may not be charged to the project:

    a) costs related to return on capital;
    b) debt and debt service charges;
    c) provisions for future losses or debts;
    d) interest owed;
    e) doubtful debts;
    f) currency exchange losses;
    g) bank costs charged by the beneficiary's bank for transfers from SmartAgriHubs;
    h) excessive or reckless expenditure;
    i) deductible VAT;
    j) costs incurred during suspension of the implementation of the action.

With respect to the 20% share potentially funded by SmartAgriHubs, costs declared under another EU or Euratom grant (including grants awarded by a Member State and financed by the EU or Euratom budget and grants awarded by bodies other than the Agency for the purpose of implementing the EU or Euratom budget) are not eligible; in particular, indirect costs if the beneficiary is already receiving an operating grant financed by the EU or Euratom budget in the same period, unless it can demonstrate that the operating grant does not cover any costs of the action.

This specifically means that the general total funding thresholds for the received EC funding must not exceeded in total when adding a SmartAgriHubs funding (e.g. if the total eligible costs of an SME are already funded by 70% with a public funding from the EC, the SmartAgriHubs can NOT fund the additional 30% of the costs). At the same time, eligible costs must not be presented twice for funding in different programmes.

Declared costs that are ineligible will be rejected.

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[5] *Examples for expected funding sources to cover the additional amount is presented in sections 3.4 and 3.5.*

4.2 ANNEX 2 – PURPOSE OF HACKATHON TYPE OF ACTIVITIES

As defined in sections 2.7 and 3.5, SmartAgriHubs aims at the support of hackathon type of activities and specifically identified hackathons themselves, challenges and datathons as typical kind of competitions that shall facilitate the agile realisation of ideas and digital innovation based implementations on the short-term. The following sections are providing a more detailed definition of those activities, highlighting their purpose in the scope of SmartAgriHubs as well as identifying basic procedures for reimbursement of costs.

4.2.1 SmartAgriHubs Hackathons

The realisation of hackathons shall facilitate the organisation of physical or online events that are involving software developers, end-users, solution designers, or other experts providing expertise from the agri-food domain. The objective is to elaborate conceptual solution designs, mockups or first implementations that can help to validate potential solutions that might respond to opportunities and threats identified in the agri-food sector. The results of such hackathons shall help to elaborate ideas that could serve the basis for later innovation experiments in real-world scenarios. At the same time, hackathons shall mobilise the required stakeholders as well as facilitate mobilisation of talent and teams.

The hackathon preparation shall define relevant topics and challenges in close collaboration of organisers and key stakeholders that are either owning a problem or able to support the ideation process in the scope of the hackathon realisation. Usually, the hackathon itself organises and enables the creation of teams and elaboration of specific ideas that require digital innovations.

Depending of the organisers, involved stakeholders and organisational approach, hackathons often require weeks or some months of preparation. They are usually carried out over a period of some days, like weekends from Friday to Sunday, but also other settings are possible, especially in case of online realisation. However, a combination with existing events like conferences, summits or trade fairs can make sense to mobilise a critical mass of participants and related stakeholders.

Organising the hackathon as a competition helps to motivate teams and to trigger follow-up activities that will exploit the elaborated ideas. Besides a simple award procedure during the hackathon itself, an organised follow-up can directly help to facilitate team-building. DIHs with their offered support services can play a central role for an exploitation of results on the short to medium term. Therefore, such DIH services could be offered as support for the best ideas and teams identified in the hackathon. Therefore, SmartAgriHubs does not consider the provision of financial prizes as key element to assure impact, but matchmaking of participants and hands-on support by DIHs.

From SmartAgriHubs open call perspective, eligible costs could be efforts for preparing the hackathon as well as carrying it out and facilitating the follow-up. This asks for person effort as well as costs for renting IT infrastructures/ equipment and communication tools for online events. A proposal would identify such costs that could be reimbursed on a lump sum basis. Such a calculation shall also identify the costs that are covered by other sources, where also envisaged in-kind contributions of other organisations shall be presented. Elaborated results should also be disseminated via the SmartAgriHubs communication channels. This should also facilitate the realisation of future innovation experiments on a larger scale.

4.2.2 SmartAgriHubs Challenges

This is an open coding competition to mobilise smart teams and talents that can realise digital innovations to address opportunities and threats in the agri-food domain. Participating teams in this type of competition are generally implementing specific solutions that are tackling sectorial challenges or delivering an added value to specific business cases.

The implementation needs to satisfy specific requirements that were elaborated by the organisers and other agri-food stakeholders in the preparation phase. Such a competition is usually organised online, where final events to present the implemented solutions can be either online or at physical locations.

The timeline for the participants offers usually longer periods of time for implementation. Depending on the identified challenges and estimated efforts for being able to cope with, there might be weeks available for implementation, before reviewing the results. Therefore, a challenge is usually reimbursing efforts of participants that are able to successfully provide a solution requested for a specific purpose. Usually supporting stakeholders have also an interest in using the realised solution as soon as it is available. Since by the character of the competition one assumes to highly speed up the duration for implementing a solution, while still assuring a higher quality of the result (i.e. in terms of functional and non-functional requirements) compared to a hackathon or datathon.

At the same time, such a competition can or shall be organised in several steps, using a funnelling procedure to select most promising teams and solutions. This enables to get rid of not promising approaches as soon as possible.

In the case of SmartAgriHubs, the expected solutions shall be cases of digital innovation that will specifically help end-users in the agri-food chain to become more sustainable, efficient and effective. Of course, this also includes the dimension of solutions that can deliver a rather societal impact. Like in the current COVID-19 situation, there might be a lot of questions by policy makers and citizens to understand criticalities and problems in the agri-food chain for being able to react in real time and not just monitoring & documenting problems for later takeaways.

Eligible costs could be efforts for preparing the challenge as well as carrying it out. This asks for person effort as well as costs for cloud infrastructures and communication tools for online events. At the same time, a challenge would cover personnel costs of the teams implementing the envisaged solutions on a lump sum basis. Delivered results would be under certain conditions for usage by end-users that were identified before, while also including dissemination via the SmartAgriHubs communication channels. This would also facilitate the realisation of future innovation experiments on a larger scale.

4.2.3 SmartAgriHubs Datathons

This is an open competition to make use of real-world data-sets that were provided by organisations from the agri-food business domain. Participating teams would implement solutions that are tackling sectorial challenges or delivering an added value to specific business cases. Such a competition can be organised online as well as in a physical location (i.e. nowadays preferably online). Usually, it is limited in time like a hackathon, for instance over a 48 hours weekend period.

The datathon organiser is attracting providers of the data as well as usually ask them to be available as coaches/mentors, helping teams to understand the data itself as well as the challenges in the related agri-food sector. Usually, the organisations providing the data have an interest in the developed solutions and potential talents that are working in the competition. Therefore, the organiser needs to invest quite some effort in the mobilisation of data sets und cloud based infrastructures for making it available to the participants. The organiser is also carefully preparing the involvement of the participants, helping to understand the available data sets and also key opportunity and threats that stakeholders from the agri-food domain are facing. Therefore, also participants need to prepare the datathon and build a most appropriate team.

In the case of SmartAgriHubs, the expected solutions shall be cases of digital innovation that will specifically help end-users in the agri-food chain to become more sustainable, efficient and effective. Of course, this also includes the dimension of solutions that can deliver a rather societal impact. Like in the COVID-19 situation, there might be a lot of questions by policy makers and citizens to understand criticalities and problems in the agri-food chain for being able to react in real time and not just monitoring & documenting problems for later takeaways.

Eligible costs could be efforts for preparing the datathon as well as carrying it out. This asks for person effort as well as costs for cloud infrastructures and communication tools for online events. We could also imagine to cover costs of the participating teams on a lump sum basis to reimburse solutions that they are delivering and disseminating via the SmartAgriHubs

communication channels. This would specifically facilitate the realisation of future innovation experiments on a larger scale.

4.3 ANNEX 3 – CONTRACTUAL OBLIGATIONS

The SmartAgriHubs project is realised in the scope of the Grant Agreement Nr. 818 182 that was agreed between the Research Executive Agency (REA) ('the Agency'), under the powers delegated by the European Commission ('the Commission'), and the SmartAgriHubs project consortium, represented by the coordinator STICHTING WAGENINGEN RESEARCH (WR).

For realising proposals selected for funding in the scope of the SmartAgriHubs open calls, the coordinating third parties needs sign a sub-grant agreement with the SmartAgriHubs coordinator STICHTING WAGENINGEN RESEARCH (WR). The sub-grant agreement will include the following Annexes:

Annex I   Description of Work, including List of Deliverables and Project Budget

Annex II: Open Call document

Annex III: General Conditions (see following section 4.3.1)

Annex IV: Declaration on honour on exclusion criteria and absence of conflict of interest

The terms set out in the Sub-grant agreement shall take precedence over those in the Annexes. The terms set out in the General Conditions shall take precedence over those in the Open Call document and Description of Work. The terms set out in the Call Open Call document shall take precedence over those in the Description of Work.

For preparing a sub-grant agreement, the proposals will be transformed in a technical annex to the contract.

4.3.1 SmartAgriHubs Sub-grant Agreement – Annex III - General Conditions

Definitions

Access rights: means rights to use results or background under the terms and conditions laid down in this Agreement. Waivers of access rights are not valid unless in writing. Unless agreed otherwise, access rights do not include the right to sub-license.

Background: means any data, know-how or information - whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights - that:

(a) is held by the Sub-grantee before they acceded to the Agreement, and

(b) is needed to implement the Project or exploit the results.

Commission: means the European Commission.

Dissemination: means the disclosure of Foreground by any appropriate means other than that resulting from the formalities for protecting it, and including the publication of Foreground in any medium.

Evaluation Committee SmartAgriHubs: means the organization in charge of periodically evaluating the on-going Projects. It is composed of experts appointed by the SmartAgriHubs Consortium.

Final payment: means the remaining payment of the eligible and approved costs, to be executed after the satisfactory completion of the Project as evaluated by the Evaluation committee of SmartAgriHubs.

Foreground: means the results, including information, whether or not they can be protected, which are generated under the Project. Such results include rights related to copyright; design rights; patent rights; plant variety rights; or similar forms of protection.

Grant Agreement: means Grant Agreement No. 818 182, including any future amendments, signed between the Commission and Stichting Wageningen Research as coordinator of the SmartAgriHubs Consortium.

Open calls: means calls organized by the SmartAgriHubs Consortium within the framework of Article 15 ('Financial Support to Third Parties') of the Grant Agreement.

Project: in this Sub-grant Agreement, Project means an amount of work proposed by a Sub-grantee and its Project partners in response to an open call as described and detailed in Annex I (Description of Work).

Project partner: in this Sub-grant Agreement, Project partner means a legal entity who, in collaboration with other Project partners, including the Sub-grantee, and not being a Subcontractor, executes part of the Project as detailed in Annex I (Description of Work).

Results: means any (tangible or intangible) output of the Project such as data, knowledge or information - whatever its form or nature, whether it can be protected or not - that is generated in the Project, as well as any rights attached to it, including intellectual property rights.

Subcontractor: in this Sub-grant Agreement a Subcontractor means a third party which has entered into an agreement (subcontract) on business conditions with a Sub-grantee, in order to carry out part of the work of the Project without the direct supervision of the Sub-grantee and without a relationship of subordination.

Sub-grant Agreement or Agreement: means the contract signed by the coordinator of the SmartAgriHubs Consortium (namely Wageningen Economic Research, institute within the legal entity Stichting Wageningen Research) and a Sub-grantee for the realization of a Project selected in response to an open call.

Sub-grantee: means a legal entity that has been selected through open calls to receive financial support in the framework of Article 15 of the Grant Agreement, under the conditions of this Sub-grant Agreement.

The SmartAgriHubs Consortium: means the members of the consortium " SmartAgriHubs" represented by its coordinator Wageningen Economic Research, institute within the legal entity Stichting Wageningen Research.

Use: means the direct or indirect utilization of Foreground in further research activities other than those covered by the Project, or for developing, creating and marketing a product or process, or for creating and providing a service.

Part A - IMPLEMENTATION OF THE PROJECT
Section 1   GENERAL PRINCIPLES

III-1 Eligibility conditions

1. By signing this Sub-grant Agreement the Sub-grantee declares and warrants that it meets the following eligibility conditions for this sub-grant:
    -   legal entity established and based in one of the EU Member States or a H2020 Associated country as defined in H2020 rules for participation[6], and;
    -   directly responsible for the preparation, management and execution of the Project, and;
    -   not receiving any other funding for the same activities in the Project, and:
    -   not being a (direct) Beneficiary of the Grant Agreement No. 818 182.

III-2 Specific performance obligations of the Sub-grantee

1. The Sub-grantee shall:
    -   carry out the work to be performed, as identified in Annex I. However, where it is necessary for the implementation of the Project it may call upon Subcontractors to carry out certain elements, according to the conditions established in article I II-6;
    -   ensure that the tasks assigned to it are correctly and timely performed;
    -   carry out the Project in accordance with fundamental ethical principles;
    -   ensure that all its obligations under this Sub-grant Agreement also apply to its Project partner(s). In particular it must:
        -   ensure that the rights of the Commission, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) to carry out checks, reviews, audits and/or investigations are extended to the right to carry out any such check, review, audit and/or investigation on any third party whose costs are reimbursed in full or in part by the financial support of the SmartAgriHubs Consortium, on the same terms and conditions as those indicated in this Sub-grant Agreement;
        -   ensure that the conditions applicable to it under Articles III-3, III-8, III-9, III-12, III-14, III-

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[6] *http://ec.europa.eu/research/bitlys/h2020_associated_countries.html*

17, and III-18, are also applicable to any third party whose costs are claimed directly under the Project according to the provisions of this Sub-grant Agreement.

Section 2   IMPLEMENTATION

III-3 Confidentiality

1. During implementation of the Project and for five years after the End date, the parties must keep confidential any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed ("confidential information"). Upon a duly substantiated request by the Sub-grantee the SmartAgriHubs Consortium may agree to extend this period regarding specific confidential information.

    Each Party, its agents and employees shall hold and maintain in strict confidence all confidential information, and shall not disclose confidential information to any third party, and shall not use any confidential information except as provided in article III-8 and III-9 and except as may be necessary to perform its obligations under the Sub-grant Agreement.

    Unless otherwise agreed between the parties, they may use confidential information only to implement the Agreement. The Sub-grantee may disclose confidential information to their personnel or third parties involved in the action only if they:
    - (a) need to know to implement the Agreement, and;
    - (b) are bound by an obligation of confidentiality.

    Where confidential information was communicated orally, its confidential character must be confirmed by the disclosing Party in writing within 15 days after disclosure.

2. Paragraph 1 no longer applies where:
    -   the disclosing Party subsequently informs the recipient that the confidential information is no longer confidential;
    -   the information was already known by the recipient or is given to him without obligation of confidentiality by a third party that was not bound by any obligation of confidentiality;
    -   the recipient proves that the information was developed without the use of confidential information;
    -   the confidential information becomes publicly available by means other than a breach of confidentiality obligations;
    -   the disclosure or communication of the confidential information is foreseen by other provisions of this Sub-grant Agreement;
    -   the disclosure or communication of confidential information is required by EU law or the national law of the Sub-grantee;
    -   the Commission requests to disclose information to its staff, other EU institutions and bodies, however only in case this is necessary to implement the Grant Agreement or to safeguard the EU's financial interests and under the condition that the recipients of the information are bound by an obligation of confidentiality.

3. The Parties undertake to use such confidential information only in relation to the execution of the Project unless otherwise agreed with the disclosing Party.

4. Notwithstanding the preceding paragraphs, the treatment of data, documents or other material which are classified ("classified information") or subject to security restrictions or export -or transfer- control, must follow the applicable rules established by the relevant national and European Union legislation for such information, including the Commission's internal rules for handling classified information.

5. Where a Sub-grantee is established in a third country, any security Agreements between that third country and the European Union shall also apply.

Part B - FINANCIAL PROVISIONS
Section 1   GENERAL FINANCIAL PROVISIONS

III-4 Eligible costs of the Project

1. The financial support must be used for the sole purpose of achieving the objectives of the Project and its expected results, in a manner consistent with the principles of economy, efficiency and effectiveness.
2. The type of eligible costs are:

- Personnel costs directly assigned to the Project: This type of costs must be direct personnel costs under an employment contract and assigned to the Project in order to be eligible. They must be limited to salaries (including during parental leave), social security contributions, taxes and other costs included in the remuneration, if they arise from national law or the employment contract (or equivalent appointing act). Additional remuneration for personnel assigned to the Project is not eligible;
- Travel costs related to the Project: Travel costs and related subsistence allowances (including related duties, taxes and charges such as non-deductible value added tax (VAT) paid by the Sub-grantee) are eligible if they are in line with the Sub-grantee's usual practices on travel;
- Equipment or software bought or used for the Project (depreciation, leasing, rental costs): The depreciation costs of equipment, infrastructure or other assets (new or second-hand) as recorded in the Sub-grantee's accounts are eligible, if they are purchased ensuring the best value for money or, if appropriate, the lowest price. In doing so, they must avoid any conflict of interests. Depreciation has to be accounted for in accordance with international accounting standards and the Sub-grantee's usual accounting practices. As an alternative to the depreciation, leasing or rental costs are also eligible. The only portion of the costs that will be taken into account is that which corresponds to the duration of the action and rate of actual use for the purposes of the Project;
- Other goods and services: This type of costs are eligible, if they are purchased ensuring the best value for money or, if appropriate, the lowest price. The only portion of the costs that will be taken into account is that which corresponds to the duration of the Project and rate of actual use for the purposes of the Project;
- Direct cost for subcontracting: This type of cost are eligible if the sub-grantee award the subcontracts ensuring the best value for the money, or if appropriate the lowest price, and subject to the conditions of article III-6.

Direct costs may include non-deductible value added tax (VAT) paid by the Sub-grantee.

Any indirect costs (such as overhead costs) should be calculated by applying a flat-rate of 25% to the direct cost categories that qualify for indirect costs under the H2020 rules.

The following costs are not eligible:

- costs incurred before the Start Date or after the End date of the Project;
- costs not eligible under the rules set by the Commission for this Horizon 2020 Project;

The financial support must not produce a profit.

III-5 Reimbursement rates and upper funding limits

1. The sub-grant reimburses 100% of the eligible costs of the Project partners that are non-profit legal entities and 70% of the eligible costs of the Project partners that are profit legal entities.
2. The reimbursement rates are applied to the eligible costs (see article III-4) reported by the Sub-grantee and approved by the SmartAgriHubs Consortium and are subject to the maximum grant amount indicated in this Sub-grant Agreement.
3. The actual financial support to be paid to the Sub-grantee depends on the actual extent to which the Project is implemented in accordance with this Sub-grant Agreement's terms and conditions. The SmartAgriHubs Consortium is entitled to reduce the maximum financial contribution, suspend the transfer of payments or demand repayment of all or part of the financial contribution already transferred if the Sub-grantee fails to fulfil its obligations under this Sub-grant Agreement or fails to fulfil them on time, uses the financial support for purposes other than stipulated in this Sub-grant Agreement, or if the financial contribution is used to finance activities that may affect trade between member states of the European Union. Before doing so, the SmartAgriHubs Consortium shall consult the Sub-grantee. Accounts shall then be settled in accordance with the respective provisions of this Sub-grant Agreement.

Section 2   SUBCONTRACTING

III-6 Subcontracting

1. The Sub-grantee shall not enter into subcontracts without the prior written approval of the SmartAgri-Hubs Consortium.
2. Where the Sub-grantee enters into a subcontract to carry out some parts of the tasks related to the Project, it remains bound by its obligations to the SmartAgriHubs Consortium under the Sub-grant

Agreement and retains sole responsibility for carrying out the Project and for compliance with the provisions of the Sub-grant Agreement.

3. Recourse to the award of subcontracts by a Sub-grantee may not affect the rights and obligations of the Sub-grantee regarding Background and Foreground;

4. The Sub-grantee may only use external support services for assistance with minor tasks that do not represent per se Project tasks as identified in Annex I.

5. The Sub-grantee must award the subcontracts ensuring the best value for money or, if appropriate, the lowest price. In doing so, it must avoid any conflict of interests (see Article III-18).

6. The Sub-grantee must ensure that the rights of the Commission, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) to carry out checks, reviews, audits and/or investigations are extended to the right to carry out any such check, review, audit and/or investigation on the Sub-contractor.

7. The sub-grantee must ensure that the conditions applicable to it under Articles III-3, III-8, III-9, III-17, and III-18, also apply to the Subcontractor.

Section 3   PAYMENTS AND REPORTING

III-7 Payment modalities

1. The financial support is based on lump sum financing. The Sub-grantee has no obligation vis-à-vis the SmartAgriHubs Consortium to report actual costs and/or to document actual costs incurred for the Project. However, upon request by the SmartAgriHubs Consortium, the Sub-grantee must provide any information (including complete accounts, individual salary statements or other personal data) to verify the proper calculation of eligible costs. Also, the Sub-grantee remains subject to the accounting rules under the applicable national law and it remains bound to Article III-8 of these General Conditions (financial audits and controls).
Checks, reviews, and audits by the SmartAgriHubs Consortium will focus on the technical implementation of the Project. If such controls reveal that the conditions for payment of the lump sum had not been met (e.g. a particular deliverable has not been completed), and that an undue payment was made to a Sub-grantee, the Consortium SmartAgriHubs is entitled to recover up to the amount of the grant.

2. Payments shall be made in Euro.

3. Costs shall be reported in Euro. Sub-grantees with accounts in currencies other than the Euro shall report costs by using, either the conversion rate published by the European Central Bank that would have applied on the date that the actual costs were incurred, or its rate applicable on the first day of the month following the end of the reporting period. Sub-grantees with accounts in Euro shall convert costs incurred in other currencies according to their usual accounting practice.

Section 4   CONTROLS AND SANCTIONS

III-8 Checks, reviews, audits and investigations

1. The Sub-grantee must provide - during implementation of the Project or afterwards - any information requested in order to verify eligibility of the costs, proper implementation of the Project and compliance with any other obligation under the Agreement.

2. The Commission has the right to carry out checks, reviews and audits. For this purpose the Commission may be assisted by external persons or bodies. Checks, reviews and audits will be formally notified and will be considered to have started on the date of the formal notification. If the review is carried out on a third party (including Project partners), the Sub-grantee concerned must inform the third party.

3. The Commission will - during the implementation of the Project or afterwards - check the proper implementation of the Project and compliance with the obligations under the Agreement, including assessing deliverables and reports. In addition, the Commission may review the continued scientific or technological relevance of the Project.

4. The Commission may - during the implementation of the action or afterwards - carry out audits on the proper implementation of the action and compliance with the obligations under the Agreement. The Commission may carry out audits directly (using its own staff) or indirectly (using external persons or bodies appointed to do so). It will inform the coordinator of the SmartAgriHubs Consortium concerned of the identity of the external persons or bodies. The Sub-grantee must provide - within the deadline requested - any information (including complete accounts, individual salary statements or other personal data) to verify compliance with the Agreement.

5. For on-the-spot reviews, the Sub-grantee (or third party) must allow access to their sites and remises,

including to external persons or bodies, and must ensure that information requested is readily available. Information provided must be accurate, precise and complete and in the format requested, including electronic format.

6. On the basis of the review or audit findings, a report will be drawn up. The Commission will formally notify the review report to the coordinator of the SmartAgriHubs Consortium, which has 30 days to formally notify observations. Reviews (including review reports) are in the language of the Agreement.

7. Under Regulations No 883/2013[7] and No 2185/96[8] (and in accordance with their provisions and procedures), the European Anti-Fraud Office (OLAF) may - at any moment during implementation of the Project or afterwards - carry out investigations, including on-the-spot checks and inspections, to establish whether there has been fraud, corruption or any other illegal activity affecting the financial interests of the EU.

Under Article 287 of the Treaty on the Functioning of the European Union (TFEU) and Article 161 of the Financial Regulation No 966/2012[9], the European Court of Auditors (ECA) may - at any moment during implementation of the Project or afterwards - carry out audits. The ECA has the right of access for the purpose of checks and audits.

In conformity with its financial regulations, the European Union, including the European Anti-Fraud Office (OLAF) and the European Court of Auditors (ECA), may undertake, including on the spot, checks, reviews audits and investigations.

This article will be applied in accordance with any specific agreement concluded in this respect by the international organization and the European Union.

8. Findings in checks, reviews, audits or investigations carried out in the context of this sub-grant may lead to the rejection of ineligible costs, reduction of the grant, or recovery of undue amounts.

Rejection of costs or reduction of the grant after the payment of the balance will lead to a revised final amount for financial support.

Findings in checks, reviews, audits or investigations may lead to a request for amendment for the modification of Annex 1.

Checks, reviews, audits or investigations that find systemic or recurrent errors, irregularities, fraud or breach of obligations may also lead to consequences in other EU or Euratom grants awarded under similar conditions ('extension of findings from other grants to this grant'). Moreover, findings arising from an OLAF investigation may lead to criminal prosecution under national law.

The Commission may extend findings from other grants to this grant ('extension of findings from other grants to this grant'), if:
   a. the Sub-grantee is found, in other EU or Euratom grants awarded under similar conditions, to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on this grant, and;
   b. those findings are formally notified to the Sub-grantee concerned - together with the list of grants affected by the findings - no later than two years after the payment of the balance of this grant.

The extension of findings may lead to the rejection of costs, reduction of the grant, recovery of undue amounts, suspension of payments, suspension of the Project or termination.

III-9 Evaluation of the impact of the Project

1. The Commission may carry out interim and final evaluations of the impact of the Project measured against the objective of the EU programme. The evaluation is considered to start on the date of the formal notification to the coordinator of the SmartAgriHubs Consortium.

2. The Commission may make these evaluations directly (using its own staff) or indirectly (using external

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[7] *Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999 (OJ L 248, 18.09.2013, p. 1).*

[8] *Council Regulation (Euratom, EC) No 2185/1996 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities (OJ L 292, 15.11.1996, p. 2).*

[9] *Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 (OJ L 298, 26.10.2012, p. 1).*

bodies or persons it has authorised to do so). The Sub-grantee coordinator must, upon request by the SmartAgriHubs Consortium and within the indicated time limits , provide any information relevant to evaluate the impact of the Project, including information in electronic format.

Part C - INTELLECTUAL PROPERTY RIGHTS, USE AND DISSEMINATION

Section 1   FOREGROUND

III-10 Ownership

1. Foreground shall be the property of the Sub-grantee (or other Project partner) carrying out the work generating that Foreground, unless otherwise agreed between the Project partners.
2. If employees or other personnel working for a Sub-grantee (or other Project partner) are entitled to claim rights to Foreground, the Project partner shall ensure that it is possible to exercise those rights in a manner compatible with its obligations under this Sub-grant Agreement.

III-11 Transfer

1. Where a Sub-grantee (or other Project partner) transfers ownership of Foreground, it shall pass on its obligations regarding that Foreground to the assignee including the obligation to pass those obligations on to any subsequent assignee.
2. Where a Sub-grantee (or other Project partner) intends to transfer ownership of Foreground to a third party established in a third country not associated to the Horizon 2020 Programme, the Commission may object to such transfer of ownership of Foreground, if it considers that this is not in accordance with the interests of developing the competitiveness of the European economy or is inconsistent with ethical principles or security considerations. The sub-grantee must formally notify (in writing) the SmartAgri-Hubs Consortium in case of any intended transfer of ownership of Foreground to a third country not associated to the Horizon 2020 Programme.
3. In such cases, the transfer of ownership shall not take place unless the Commission is satisfied that appropriate safeguards will be put in place and has authorized the transfer in writing.
4. Sub-grantees (or other Project partners) that are universities or other public research organisations must take measures to implement the principles set out in Points 1 and 2 of the Code of Practice annexed to the Commission Recommendation on the management of intellectual property in knowledge transfer activities[10].

III-12 Protection

1. Where Foreground is capable of industrial or commercial application, its owner shall provide for its adequate and effective protection, having due regard to its legitimate interests and the legitimate interests, particularly the commercial interests, of the other Project partners.
2. Applications for protection of Foreground (including patent applications) filed by or on behalf of a a Sub-grantee (or other Project partner) must - unless the Commission requests or agrees otherwise or unless it is impossible - include the following:
    "The project leading to this application has received funding from the European Union's Horizon 2020 research and innovation programme *under grant agreement No 818 182".*
    Furthermore, all patent applications relating to Foreground filed shall be reported, upon prior request, to the SmartAgriHubs Consortium, including sufficient details/references to enable the Commission to trace the patent (application).
3. If a Sub-grantee (or other Project partner) intends to disseminate its Foreground without protecting them, the EU may - with the consent of the Project partner concerned - assume ownership of the Foreground and protect it, except in the following cases:

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[10] *Commission Recommendation C(2008) 1329 of 10.4.2008 on the management of intellectual property in knowledge transfer activities and the Code of Practice for universities and other public research institutions attached to this recommendation.*

(a)   the lack of protection is because protecting the results is not possible, reasonable or justified (given the circumstances);

(b)   the lack of protection is because there is a lack of potential for commercial or industrial exploitation, or

(c)   the Project partner intends to transfer the results to another Project partner or third party established in an EU Member State or associated country, which will protect them.

Before the results are disseminated and unless any of the cases above under Points (a), (b) or (c) applies, the Sub-grantee (or other Project partner) must, via the Sub-grantee, notify the SmartAgriHubs Consortium and at the same time inform it of any reasons for refusing consent. The Sub-grantee (or other Project partner) may refuse consent only if it can show that its legitimate interests would suffer significant harm.

If the Commission decides to assume ownership, it will formally notify the Sub-grantee (or other Project partner), via the SmartAgriHubs Consortium, within 45 days of receiving notification. No dissemination relating to the Foreground may take place before the end of this period or, if the Commission takes a positive decision, until it has taken the necessary steps to protect the Foreground.

4. If a Sub-grantee (or other Project partner) - up to four years after the End date of the Project - intends to stop protecting its Foreground or not to seek an extension of protection, the EU may - with the consent of the Sub-grantee (or other Project partner) - assume ownership of Foreground to protect it, except in any of the following cases:
 (a)   the protection is stopped because of a lack of potential for commercial or industrial exploitation;
 (b)   an extension would not be justified given the circumstances.

A Sub-grantee (or other Project partner) that intends to stop protecting its Foreground or not seeks an extension must - unless any of the cases above under Points (a) or (b) applies - formally notify the SmartAgriHubs Consortium at least 60 days before the protection lapses or its extension is no longer possible and at the same time inform it of any reasons for refusing consent. The Sub-grantee (or other Project partner) may refuse consent only if it can show that its legitimate interests would suffer significant harm.

If the Commission decides to assume ownership, it will formally notify the beneficiary concerned within 45 days of receiving notification.

III-13 Use

1. The Sub-grantee (or other Project partner) shall use the Foreground which it owns or ensures that it is used.
2. The Commission may use may use, for its communication and publicising activities, information relating to the Project, as described in Article III-14.

III-14 Promoting the Project – visibility of funding

1. The Sub-grantee (or other Project partner) must promote the Project and its Foreground, by providing targeted information to multiple audiences (including the media and the public) in a strategic and effective manner. Unless the Commission requests or agrees otherwise or unless it is impossible, any communication activity related to the Project (including in electronic form, via social media, etc.) and any infrastructure, equipment and major results funded by the Sub-grant must:
a)   display the EU emblem and;
b)   display the SmartAgriHubs logo and;
c)   include the following text:
For communication activities: *"This Project has received funding from the* European Union's Horizon 2020 research and innovation programme*, through an Open Call issued and executed under the project* SmartAgriHubs *(Grant Agreement No. 818 182)".*
For infrastructure, equipment and major results: *"This [infrastructure][equipment][insert type of result] is part of a Project that has received funding from the* European Union's Horizon 2020 research and innovation programme *through an Open Call issued and executed under the project* SmartAgriHubs *(Grant Agreement No. 818 182)".*
When displayed together with another logo, the EU emblem must have appropriate prominence.
For the purposes of their obligations under this Article, the Sub-grantee (or other Project partner) may use the EU emblem without first obtaining approval from the Commission. This does not, however, give them the right to exclusive use.

Moreover, they may not appropriate the EU emblem or any similar trademark or logo, either by registration or by any other means.

Any communication activity related to the Project must indicate that it reflects only the author's view and that the Commission, nor the SmartAgriHubs Consortium is not responsible for any use that may be made of the information it contains.

2. Unless otherwise agreed between the a Sub-grantee (or other Project partner) and the SmartAgriHubs Consortium, all data generated in the execution of the Project (experiments) must be published as open source data, in conformity with the SmartAgriHubs Data Management Plan.

3. The Commission may use, for its communication and publicising activities, information relating to the Project, documents notably summaries for publication and public deliverables as well as any other material, such as pictures or audio-visual material received from the Sub-grantee (or other Project partner) via the SmartAgriHubs Consortium, including in electronic form. This does not change the confidentiality obligations in Article III-3.

If the Commission's use of these materials, documents or information would risk compromising legitimate interests, the Sub-grantee (or other Project partner) may request the Commission, via the SmartAgriHubs Consortium, not to use it.

The right to use a Sub-grantee (or other Project partner)'s materials, documents and information includes:

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

b) distribution to the public (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes);

c) editing or redrafting for communication and publicising activities (including shortening, summarising, inserting other elements (such as meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation);

d) translation;

e) giving access in response to individual requests under Regulation No 1049/2001[11], without the right to reproduce or exploit;

f) storage in paper, electronic or other form;

g) archiving, in line with applicable document-management rules, and

h) the right to authorise third parties to act on its behalf or sub-license the modes of use set out in Points (b), (c), (d) and (f) to third parties if needed for the communication and publicising activities of the Commission.

If the right of use is subject to rights of a third party, including personnel of the a Sub-grantee (or other Project partner), the Sub-grantee (or other Project partner) must ensure that it complies with its obligations under this Agreement (in particular, by obtaining the necessary approval from the third parties concerned).

Where applicable (and if provided by the Project partner), the Commission will insert the following information:

"© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the European Union (EU) under conditions."

4. In addition, The Commission and the SmartAgriHubs Consortium shall be authorised to publish, in whatever form and on or by whatever medium, the following information:
- the name and contact details of the Sub-grantee and (other) Project partner(s);
- the general purpose of the Project in the form of a summary provided by the Sub-grantee;
- the amount and rate of the financial support foreseen for the Project;
- the geographic location of the activities carried out;
- the list of dissemination activities and/or of patent (applications) relating to Foreground;
- the details/references and the abstracts of scientific publications relating to Foreground;
- the publishable version of the final manuscript of scientific publications relating to the Foreground;
- the publishable reports submitted to the SmartAgriHubs Consortium;
- any picture or any audio-visual or web material provided to the SmartAgriHubs Consortium in the framework of the Project.

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[11] *Regulation (EC) No 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents, OJ L 145, 31.5.2001, p. 43.*

The Sub-grantee expressly agrees to grant all necessary authorizations for such use and ensures that the use of the information by the Commission or the SmartAgriHubs Consortium does not infringe any rights of third parties.

Upon a duly substantiated request by the Sub-grantee (on behalf of itself or a Project partner) and provided that the Commission gives its explicit consent, the SmartAgriHubs Consortium may agree not to publish the information listed above if the legitimate interests of the Subgrantee (or Project partner) would suffer significant harm.

Section 2   ACCESS RIGHTS

III-15 Access rights

1. The Project partners must identify and agree (in writing) on the use of Background. Access rights, if needed for research, shall be granted under fair and reasonable conditions.

Part D - FINAL PROVISIONS

III-16 Force majeure

1. Force majeure shall mean any unforeseeable and exceptional event affecting the fulfilment of any obligation under this Sub-grant Agreement by the parties, which is beyond their control and cannot be overcome despite their reasonable endeavours. Any default of a product or service or delays in making them available for the purpose of performing this Agreement and affecting such performance, including, for instance, anomalies in the functioning or performance of such product or service, labour disputes, strikes or financial difficulties do not constitute force majeure.
2. If the Sub-grantee is subject to force majeure liable to affect the fulfilment of its obligations under this Agreement, it shall notify the SmartAgriHubs Consortium without delay, stating the nature, likely duration and foreseeable effects.
3. If the SmartAgriHubs Consortium is subject to force majeure liable to affect the fulfilment of its obligations under this Agreement, it shall notify the Sub-grantee without delay, stating the nature, likely duration and foreseeable effects.
4. No Party shall be considered to be in breach of its obligation to execute the Project if it has been prevented from complying by force majeure. Where a Sub-grantee cannot fulfil its obligations to execute the Project due to force majeure, remuneration for accepted eligible costs incurred may be made only for tasks which have actually been executed up to the date of the event identified as force majeure. All necessary measures shall be taken to limit damage to the minimum.

III-17 Liability

1. The Sub-grantee expressly acknowledges that the financial support received arise from the European Union, represented by the European Commission.
    The Sub-grantee expressly agrees that the SmartAgriHubs Consortium and/or the Commission cannot be held liable for any damage caused to the Sub-grantee (or other Project partners) or to any (other) third parties as a consequence of implementing the Agreement, including for gross negligence.
    The Commission cannot be held liable for any damage caused by the Sub-grantee (or other Project partners) or any (other) third parties involved in the Project, as a consequence of implementing the Agreement.
    Except in case of force majeure (see Article II-16), the Sub-grantee must compensate the Commission for any damage it sustains as a result of the implementation of the Project or because the Project was not implemented in full compliance with the Agreement.
2. The Sub-grantee fully guarantees the SmartAgriHubs Consortium and/or the Commission, and agrees to indemnify it, in case of any action, complaint or proceeding brought by a third party against the SmartAgriHubs Consortium and/or the Commission as a result of damage caused, either by any of its acts or omissions in relation to this Sub-grant Agreement, or by any products, processes or services created by it on the basis of Foreground resulting from the Project.
    In the event of any action brought by a third party against a Sub-grantee in connection with the performance of this Sub-grant Agreement, the Commission may assist the latter upon written request. The costs incurred by the Commission in this connection shall be borne by the Sub-grantee concerned.
3. Each Sub-grantee shall bear sole responsibility for ensuring that their acts within the framework of this Project do not infringe third parties rights.

4. The SmartAgriHubs Consortium and/or the Commission cannot be held liable for any consequences arising from the proper exercise of the rights of the SmartAgriHubs Consortium and/or the Commission under this Sub-grant Agreement.

III-18 Conflict of interest

1. The Sub-grantee must take all measures to prevent any situation where the impartial and objective implementation of the Project is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ('conflict of interests'). They must formally notify to the SmartAgriHubs Consortium without delay any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation. The SmartAgriHubs Consortium / the Commission may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

III-19 Miscellaneous

1. This Sub-grant Agreement may not be modified or amended without the prior written consent of the Parties.
2. Nothing in this Agreement shall be construed to be that of employer and employee nor to constitute a partnership, joint venture or agency of any kind.
3. If any provision of this Sub-grant Agreement is held by a court of competent jurisdiction to be unenforceable or contrary to law, the remaining provisions of this Sub-grant Agreement shall remain in full force and effect.
4. The failure of either Party at any time to require performance by the other Party of any provision of this Sub-grant Agreement shall not be construed as acquiescence or waiver of such failure to perform such provision. The failure of either Party to take action upon the breach of any provision of this Sub-grant Agreement shall not be construed as acquiescence or waiver of any such breach.

4.4 ANNEX 4 – SME SELF-DECLARATION

4.4.1 Explanation

The first step to qualify as an SME is to be considered as an enterprise. According to the definition, an enterprise is 'any entity engaged in an economic activity, irrespective of its legal form'. Thus, the self-employed, family firms, partnerships and associations regularly engaged in an economic activity may be considered as enterprises.

Once you have verified that you are an enterprise, you have to establish the data of your enterprise according to the following three criteria:

- staff headcount,
- annual turnover,
- annual balance sheet.

The category of micro, small and medium-sized enterprises consists of enterprises, which employ fewer than 250 persons and which have either an annual turnover not exceeding 50 million euro, or an annual balance sheet total not exceeding 43 million euro.

Note: The headcount corresponds to the number of annual work units (AWU), i.e. the number of persons who worked full-time within the enterprise in question or on its behalf during the entire reference year under consideration. The work of persons who have not worked the full year, the work of those who have worked part-time, regardless of duration, and the work of seasonal workers are counted as fractions of AWU. The staff consists of:

- employees;
- persons working for the enterprise being subordinated to it and deemed to be employees under national law;
- owner-managers;
- partners engaging in a regular activity in the enterprise and benefiting from financial advantages from the enterprise.

In general, most SMEs are autonomous since they are either completely independent or have one or more minority partnerships (each less than 25%) with other enterprises.

If that holding rises to no more than 50%, the relationship is deemed to be between partner enterprises. Above that ceiling, the enterprises are linked.

If you are autonomous, you use only the number of employees and the financial data contained in your annual accounts to check if you respect the thresholds mentioned above.

In case you are either a partner enterprise or a linked enterprise, please check the SME user guide for further eligibility criteria.

- https://op.europa.eu/de/publication-detail/-/publication/79c0ce87-f4dc-11e6-8a35-01aa75ed71a1/language-en

4.4.2 SME Self-Declaration

My organisation is an SME meaning "micro, small and medium sized enterprise" within the meaning of Recommendation 2003/361/EC in the version of 6 May 2003.

see http://ec.europa.eu/enterprise/enterprise_policy/sme_definition/index_en.htm

☐   employs fewer than 250 persons

☐   has an annual turnover not exceeding EUR 50 million, and/or

☐   an annual balance sheet total not exceeding EUR 43 million

☐   is autonomous and

☐   is an SME with the meaning of Recommendation 2003/361/EC, also taking into account partner or linked enterprises

4.4.3 Declaration for Proposal Submission

SmartAgriHubs asks proposers to declare the following:

- The proposer states that he/she will NOT accept any funding or financing aid of more than two sub-grants from SmartAgriHubs.
- The proposer states that he/she will NOT request more than EUR 100,000 in total in one or more proposals selected by SmartAgriHubs.
- In case the Applicant is accepted by SmartAgriHubs, he/she will provide the legal entity form to SmartAgriHubs.

  http://ec.europa.eu/budget/library/contracts_grants/info_contracts/legal_entities/legEnt_privComp_en.pdf