Project Acronym:
XXX

Project KAVA Code:
XXX

# EIT Culture & Creativity

# Project Agreement

# [Project acronym]

# [Project KAVA code]

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This [Subgrant Agreement / Project Agreement / Financial Support Agreement] (the "Agreement") shall have effect as of [date / date of last signature / Project Start Date, as applicable] and is entered into by and between:

Parties

1. **EIT Culture and Creativity GmbH,** a limited liability company incorporated under German law with its seat at Cologne, registered with the commercial register of the local court (Amtsgericht) of Cologne under HRB 114847, hereinafter referred to as "KIC LE" or "EIT Culture & Creativity";

And

**Option A - Mono-beneficiary recipient**

2. [full legal name of recipient], an entity duly established under the laws of [country], having its registered office at [address], VAT ID number [number], PIC number [number], represented by [name/function], hereinafter referred to as the "Recipient" or "Project Leader".

**Option B - Multi-beneficiary consortium**

The following entities, together forming the project consortium, hereinafter individually a "Project Participant" and collectively the "Project Participants" or the "Consortium":

2. [full legal name of Project Participant 1], an entity duly established under the laws of [country], having its registered office at [address], VAT ID number [number], PIC number [number], represented by [name/function], [role: Project Leader / Project Participant / Commercial Member / other].
3. [full legal name of Project Participant 2], an entity duly established under the laws of [country], having its registered office at [address], VAT ID number [number], PIC number [number], represented by [name/function], [role: Project Leader / Project Participant / Commercial Member / other].
4. [full legal name of Project Participant 3], an entity duly established under the laws of [country], having its registered office at [address], VAT ID number [number], PIC number [number], represented by [name/function], [role: Project Leader / Project Participant / Commercial Member / other].
5. [full legal name of Project Participant 4], an entity duly established under the laws of [country], having its registered office at [address], VAT ID number [number], PIC number [number], represented by [name/function], [role: Project Leader / Project Participant / Commercial Member / other].
6. [full legal name of Project Participant 5], an entity duly established under the laws of [country], having its registered office at [address], VAT ID number [number], PIC number [number], represented by [name/function], [role: Project Leader / Project Participant / Commercial Member / other].

**Option C - Natural person(s) or team, where expressly allowed by the call**

2. [full name of individual/team representative], born on [date], residing at [address/country], tax identification number [if applicable], identification document [if applicable], acting [individually / as representative of the team listed in Annex 4], hereinafter referred to as the "Recipient" or "Project Leader".

The KIC LE and the Project Recipient(s) are hereinafter jointly referred to as the "Parties" and individually as a "Party".

**Whereas**

(1) The KIC LE, representing EIT Culture & Creativity, has entered into a Partnership Agreement with the European Institute of Innovation and Technology ("EIT"), establishing a long-term cooperation and the general terms and conditions under which EIT Culture & Creativity operates as an institutionalised European Partnership under the Horizon Europe Programme.

(2) Under the terms of the Partnership Agreement, EIT Culture & Creativity has been awarded or expects to be awarded an EIT grant for the relevant Business Plan period, and has entered into or will enter into the applicable KIC LE Grant Agreement No. 101264271 (as defined in Article 1.2) with EIT, with an effective date of 06/05/2026, allowing the KIC LE to provide financial support to third parties for projects and actions related to KIC Added Value Activities for the period from 01/01/2026 to 31/12/2028.

(3) The Project Recipient(s) submitted a proposal under the call [call name/reference] and, subject to the selection procedure and criteria of EIT Culture & Creativity, the proposal has been selected for financial support.

(4) The KIC LE must respect the applicable conditions under the Grant Agreement, including transparency, non-discrimination, sound financial management, avoidance of conflict of interest, eligibility of costs, financial controls, audit rights, intellectual property rules, communication and visibility rules, monitoring and reporting obligations, and rights of EIT, the European Commission, OLAF, the European Court of Auditors and any other competent body.

(5) The Parties wish to lay down the contractual arrangements governing the implementation of the Project and the provision of financial support by the KIC LE, transposing the relevant provisions of the Grant Agreement and the call conditions to the relationship between the KIC LE and the Project Recipient(s).

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

## Article 1: Definitions

### 1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either in this Agreement, the Horizon Europe Programme, the EIT Regulation, the Partnership Agreement, the Grant Agreement, the call guidelines, or their respective annexes.

### 1.2 Additional definitions

**"Agreement"** means this [Subgrant Agreement / Project Agreement / Financial Support Agreement], including all annexes and any amendments.

**"Authorised Representative"** means the person or persons duly authorised to sign this Agreement and its annexes on behalf of a Party.

"**Beneficiary Information Form**" or "**BIF**" means the separate entity-level administrative record maintained by EIT Culture & Creativity for each legal entity participating in one or more funded projects. The BIF records the legal, administrative, authorised-signatory, bank and other entity-level

information required for onboarding, contracting, communication and payment purposes. It does not form part of the Project-specific contractual terms unless expressly incorporated by reference in this Agreement.

**"Call"** means [call title and reference number] under which the Project was selected.

**"Confirmed Funding"** means the maximum amount of EIT Culture & Creativity financial support confirmed for the Project in Annex 2d, subject to the conditions of this Agreement, the call and the Grant Agreement.

**"Eligible Costs"** means costs that fulfil the eligibility conditions set out in Article 6 of the Grant Agreement, this Agreement, the call guidelines, the Eligibility of Expenditures document and Annex 1.

**"Financial Sustainability Mechanism" or "FSM"** means the financial sustainability arrangement applicable to the Project, if any, as set out in Article 9 and Annex 2e or in a separate agreement.

**"Funding Rate" or "Reimbursement Rate"** means the maximum percentage of Eligible Costs that may be reimbursed by EIT Culture & Creativity for the Project, as specified in the call and Annex 2d.

**Grant Agreement**", "**GA**" or "**KIC LE Grant Agreement**" means Grant Agreement No. 101264271, concluded between EIT Culture & Creativity GmbH and the European Institute of Innovation and Technology (EIT), including its annexes and any subsequent amendments, insofar as its provisions are applicable to the Project and the financial support provided under this Agreement.

**"Project"** means the action selected under the Call and described in Annex 2, including the work plan, work packages, milestones, deliverables, budget, KPIs, reports and project schedule.

**"Project Leader"** means the coordinator or lead recipient responsible for the day-to-day coordination of the Project and for communication with the KIC LE, as specified in Annex 4.

**"Project Management Plan"** means the legally binding project-specific arrangements attached as Annex 2, including the approved application, validated data, work plan, schedule, budget, payment schedule, FSM details and reporting requirements.

**"Project Recipient(s)"** means, depending on the project structure, the mono-beneficiary recipient, the project consortium, all Project Participants receiving financial support, and - where applicable - any Project Participant without financial support that is bound by this Agreement.

**"Project Start Date" and "Project End Date"** mean the dates set out in Annex 2 and define the project implementation period.

**"Third Party Receiving Financial Support"** means the recipient of financial support to third parties from the KIC LE under the Grant Agreement. Unless otherwise specified, this refers to the Project Recipient(s) and not to any further downstream recipient.

### Article 2: Purpose

The purpose of this Agreement is to lay down the contractual arrangements between the Parties regarding their respective rights and obligations for the implementation of the Project by the Project Recipient(s) and the provision of financial support by the KIC LE.

The Project Recipient(s) acknowledge and agree that, for the purposes of the Project, they act as Third Party/Third Parties Receiving Financial Support from the KIC LE under the applicable Grant Agreement.

The contractual arrangements include, without limitation, project implementation, monitoring and reporting, financial provisions, cost eligibility, payment conditions, financial sustainability, intellectual

property rights, communication and visibility, information obligations, record keeping, checks, reviews, audits and investigations, confidentiality, liability and dispute resolution.

The Project Recipient(s) acknowledge and agree that the relevant conditions of the Grant Agreement are transposed in this Agreement in order to ensure that the KIC LE can comply with its obligations towards EIT and exercise its rights under the Grant Agreement.

### Article 3: Project Recipient(s), consortium structure and roles

The Project Recipient(s) shall comply at all times with the eligibility conditions, consortium composition requirements and role allocation set out in the Call, the approved proposal, this Agreement and Annex 4.

Where the Project is implemented by a consortium, the Project Leader is responsible for coordinating the Project, consolidating reports and information, acting as the main contact point for the KIC LE, and ensuring that all Project Participants provide the information and documentation required under this Agreement.

Where the Call allows the participation of Project Participants without financial support, such participants shall be identified in Annex 7. A Project Participant without financial support shall be bound by this Agreement only where it is a Party to this Agreement, either through its own signature or through a duly authorised representative acting under a valid mandate. Such participants shall comply with the contractual obligations applicable to their respective roles, excluding provisions that relate exclusively to the receipt, use, reporting or reimbursement of financial support.

The Project Recipient(s) shall keep the Project Management Plan, milestones, deliverables, KPIs and other Project-specific information accurate and shall follow the change procedures set out in this Agreement, Annex 2c and the EIT Culture & Creativity Guidelines for Project Implementation and Monitoring. Operational adjustments that do not alter the contractual basis of the Project may be implemented without a formal amendment, provided that they are appropriately documented, reported and notified where they may materially affect implementation, eligibility, costs, deliverables, milestones, KPIs or expected results.

Changes affecting the contractual basis of the Project, including the consortium composition, the legal entity acting as Project Leader or coordinating beneficiary, the contractual Project duration, the approved budget where the applicable rules require prior approval, the payment conditions, or other contractual rights and obligations, require prior written approval by the KIC LE and, where required, an amendment to this Agreement and/or its Annexes. A change requiring prior approval may not be implemented before the KIC LE has approved it in writing and, where an amendment is required, before that amendment has entered into force.

Changes to legal, administrative or financial information concerning a Project Recipient shall, where they do not affect a contractual element of this Agreement, be managed through the Beneficiary Information Form and/or the designated reporting platform. Each Project Recipient shall keep its BIF complete, accurate and up to date and shall notify changes without undue delay. A validated entity-level update may be applied across all relevant projects without a separate amendment to each Project Agreement.

A change of the individual acting as Project Leader or project coordinator within the same legal entity does not by itself require an amendment, provided that the coordinating legal entity remains unchanged and no other contractual element is affected. A change of the legal entity acting as Project Leader or coordinating beneficiary requires prior approval and a formal amendment.

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## Article 4: Entry into force, duration and termination

### 4.1 Entry into force and duration

This Agreement shall enter into force on [date / date of signature by the last Party / other] (the "Effective Date") and shall remain in force until the Parties have discharged their obligations in full, unless terminated earlier in accordance with this Agreement.

The duration of this Agreement does not necessarily determine the Project implementation period. The Project Start Date and Project End Date are set out in Annex 2a – Section 1: Application. Costs or contributions are eligible only if incurred or implemented within the Project implementation period and if they fulfil all eligibility and payment conditions.

Notwithstanding the Effective Date, the KIC LE shall not be obliged to make any payment unless the applicable conditions for payment, precedent to payment in Article 4.2 and the eligibility conditions in Articles 6 and 8, are fulfilled.

### 4.2 Conditions Precedent to Payment

Each provision of this Agreement under which the KIC LE owes financial support or is otherwise obliged to pay money to the Project Recipient(s) is subject to the following conditions precedent to payment: (i) the EIT has made available the relevant funds to the KIC LE under the applicable KIC LE Grant Agreement; and (ii) the relevant costs, contributions, lump sum work packages or activities have been determined to be eligible and accepted in accordance with the KIC LE Grant Agreement and this Agreement.

The KIC LE shall not be obliged to provide financial support if and to the extent the relevant funds are not received from EIT, are reduced, suspended or recovered by EIT, or if the underlying costs, contributions, lump sum work packages, activities or deliverables are considered ineligible, unsupported, incomplete or not accepted.

### 4.3 Termination

Either Party may terminate this Agreement in case of material breach by the other Party, provided that the breach has not been remedied within the period specified in the formal notice, unless the breach cannot be remedied.

In the event that the Project Recipient(s) are in breach of their obligations under this Agreement, the KIC LE may give formal notice requiring that the breach be remedied within 14 calendar days of the notice, unless the breach cannot be remedied. If the breach is substantial and is not remedied within that period, or is not capable of remedy, the KIC LE may declare the relevant Project Recipient(s) to be in default and apply the measures set out in this Agreement, including termination of this Agreement or of the participation of one or more Project Recipient(s).

The KIC LE may terminate this Agreement or the participation of one or more Project Recipient(s), with immediate effect where appropriate, if one of the following events occurs:

- The Project Recipient(s) breach the call conditions, this Agreement, the Project Management Plan, the FSM or any applicable eligibility requirement.
- The Project is not properly implemented, is materially delayed, cannot achieve its objectives, KPIs, milestones or deliverables, or no longer serves the purpose for which the financial support was awarded.

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- The Project Recipient(s) provide false, misleading or incomplete information, fail to provide required information, or fail to notify the KIC LE of any significant information, fact, problem or delay likely to affect the implementation of the Project or their participation in it.
- A change to the legal, financial, technical, organisational or ownership situation of a Project Recipient is likely to substantially affect or delay the implementation of the Project, affect the Project Recipient's ability to comply with this Agreement, or call into question the decision to select the Project, including changes linked to one of the exclusion grounds listed in the Declaration of Honour.
- Any Project Recipient is subject to bankruptcy proceedings or similar proceedings under applicable law, including insolvency, winding-up, administration by a liquidator or court, arrangement with creditors or suspension of business activities.
- Any Project Recipient is in breach of social security or tax obligations.
- Any Project Recipient, or any person having powers of representation, decision-making or control, or any person essential for the implementation of the Project, has been found guilty of grave professional misconduct.
- Any Project Recipient, or any person having powers of representation, decision-making or control, or any person essential for the implementation of the Project, has been found guilty of fraud, corruption, involvement in a criminal organisation, money laundering, terrorism-related crimes including terrorism financing, child labour or human trafficking.
- Any Project Recipient, or any person having powers of representation, decision-making or control, or any person essential for the implementation of the Project, was incorporated under a different jurisdiction with the intent to circumvent fiscal, social or other legal obligations in the country of origin, or has incorporated another entity for that purpose.
- Any Project Recipient becomes subject to EU restrictive measures, sanctions or any other measure that makes its participation or receipt of financial support ineligible or incompatible with the applicable rules.
- The applicable Grant Agreement is terminated, suspended, reduced or amended in a way that affects the Project, the availability of funds or the eligibility of costs, contributions, lump sum work packages, activities or deliverables.
- The Project Recipient(s) are subject to an event of Force Majeure that prevents the correct performance of their obligations and such circumstances have lasted, or can reasonably be expected to last, more than 120 calendar days.
- The Project Leader or Project Recipient(s) notify the KIC LE that they are unable or unwilling to continue implementing the Project, request termination of the Project, or request withdrawal from the Project. In consortium projects, the KIC LE may approve a replacement, amendment or redistribution of tasks where this is feasible and compliant with the call conditions; otherwise, the KIC LE may terminate the affected participation or the Agreement.

**4.4 Effects of termination**

Termination of this Agreement, or termination of the participation of one or more Project Recipient(s), shall not affect any rights and obligations incurred before the effective termination date, unless otherwise provided in this Agreement or decided by the KIC LE in accordance with the Grant Agreement, the Call and applicable law.

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In the event of termination, the affected Project Recipient(s) shall stop the activities concerned as of the effective termination date, unless otherwise instructed or approved by the KIC LE for the orderly closure of the Project or the transfer of activities to another Project Recipient. Costs, activities or commitments incurred after the effective termination date shall not be eligible, unless they are necessary for the proper closure of the Project and have been expressly approved by the KIC LE.

The affected Project Recipient(s) shall submit any termination report, final financial and performance information, records, deliverables, supporting documents and evidence requested by the KIC LE in relation to the terminated Project or participation. The KIC LE may assess the work performed up to the effective termination date and determine the eligible amount of financial support, if any, taking into account the activities implemented, milestones, deliverables, KPIs, accepted costs or contributions, and any non-compliance identified.

Where termination affects only one or more Project Recipient(s) in a consortium, the KIC LE may request the remaining Project Recipient(s) to submit an amended Project Management Plan, work plan, budget, payment schedule, deliverables, milestones and/or KPI allocation. The KIC LE may approve the continuation of the Project, the replacement of the terminated Project Recipient(s), the reallocation of tasks and budget, or may terminate the entire Agreement where the Project can no longer be properly implemented or no longer serves the purpose for which the financial support was awarded.

Termination does not create any entitlement to further payments. The KIC LE may suspend payments, reduce the financial support, reject costs or contributions, recover amounts already paid, offset amounts due, and apply any other measure available under this Agreement, the Grant Agreement, the Call or applicable law. Any amount unduly paid or not supported by eligible and accepted activities, costs, contributions, milestones, deliverables or outputs shall be subject to recovery.

Termination shall not affect any rights or remedies of the KIC LE arising from breach of this Agreement, false, incomplete or misleading information, ineligibility, non-compliance, irregularity, fraud, conflict of interest, misuse of funds or any other ground for reduction, recovery or other corrective measure.

The obligations concerning confidentiality, intellectual property, results, communication and visibility, reporting, record keeping, checks, reviews, audits, investigations, recoveries, data protection, liability, applicable law and dispute resolution shall survive termination for as long as required under this Agreement, the Grant Agreement, the Call or applicable law.

## Article 5: Project implementation

### 5.1 General principles

The Project Recipient(s) are fully responsible towards the KIC LE for implementing their tasks in the Project in accordance with this Agreement, the Project Management Plan, the Call, the approved proposal and the applicable EIT and Horizon Europe rules.

The Project Recipient(s) must:

- implement the Project to the best of their abilities, in good faith and in accordance with all applicable obligations;
- have the appropriate operational, technical, financial and professional resources to implement the Project under their own responsibility;
- remain eligible for Horizon Europe/EIT funding throughout the Project implementation period;

- promptly notify the KIC LE of any significant information, problem, delay, change or risk likely to affect the Project, the budget, the KPIs, the consortium, the FSM or the eligibility of costs;
- provide all information reasonably required by the KIC LE for project implementation, monitoring, reporting, controls, audits, reviews and EIT reporting.

### 5.2 Proper implementation of the Project

The Project shall be implemented as described in Annex 2, including the approved application, validated data, work plan, work packages, milestones, deliverables, KPIs, budget, project schedule and reporting requirements.

Further details on implementation, monitoring and reporting may be laid down in the EIT Culture & Creativity project implementation and monitoring guidelines, Monday.com boards, reporting templates, onboarding materials or other written instructions issued by the KIC LE.

### 5.3 Consequences of not properly implementing a Project

The Project Recipient(s) acknowledge that the KIC LE, in accordance with the Partnership Agreement, the Grant Agreement and the applicable EIT rules, must follow sound portfolio management principles and implement systematic, effective and reliable monitoring of progress towards EIT Culture & Creativity's strategic objectives. This may allow the KIC LE to fast-track, re-orient, reduce, suspend or stop supported activities where justified by project performance, compliance status, funding availability, portfolio needs or the applicable project implementation rules.

In the event of improper implementation, underperformance, material delay, breach of this Agreement, the Project Management Plan, the Project Plan, the Project Schedule, the Call conditions, the FSM obligations where applicable, or any material risk to the Project, the KIC LE may, at its own discretion and in accordance with the applicable KIC project implementation rules and guidelines, including the "EIT CC Guidelines – Project Implementation and Monitoring", take one or more of the following measures:

(i) request corrective actions, a recovery plan, an action plan, additional reporting, additional monitoring or additional evidence of implementation;

(ii) re-orient the scope, objectives, activities, work plan, timetable, milestones, deliverables, KPIs, budget or payment schedule of the Project;

(iii) reduce, withhold, suspend, defer or recover the Financial Support, in whole or in part;

(iv) stop the Project or specific activities pursuant to the applicable "go" / "no-go" process or equivalent project review process set out in the applicable KIC project implementation rules and guidelines;

(v) request changes to key staff involved in the Project, such as the Project Director, Project Manager, financial manager, technical lead or other key positions;

(vi) request the appointment of a temporary or interim manager from outside the Project Recipient(s) to manage or support the management of the Project, with the related costs to be borne by the Project Recipient(s) from their own resources or, where allowed by the KIC LE and the applicable rules, from the Financial Support;

(vii) request the appointment of a third-party financial manager or external paymaster, with the related costs to be borne by the Project Recipient(s) from their own resources or, where allowed by the KIC LE and the applicable rules, from the Financial Support;

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(viii) request or establish an internal or external review, audit, verification or investigation by the KIC LE or by a qualified external provider, with the related costs to be borne by the Project Recipient(s) where the review, audit, verification or investigation identifies non-compliance, irregularities, unsupported costs or improper implementation;

(ix) request amendments to this Agreement, the Project Management Plan, the Project Plan, the Project Schedule, the budget, the payment arrangements or the allocation of tasks among Project Recipient(s);

(x) in consortium projects, request the replacement of a Project Recipient, the reallocation of tasks and budget, or the submission of an amended implementation structure;

(xi) terminate this Agreement, or the participation of one or more Project Recipient(s), in whole or in part, in accordance with Article 4;

(xii) apply any other measure necessary to put the Project back on track, safeguard the proper use of EIT funding, ensure transparent and effective management, protect the interests of the KIC LE and EIT, or comply with the Grant Agreement, the Call, this Agreement, the Project Management Plan or applicable law.

The application of any of the above measures does not affect the KIC LE's right to reject costs or contributions, reduce or recover Financial Support, suspend payments, request additional information, conduct checks, reviews, audits or investigations, or apply any other remedy available under this Agreement, the Grant Agreement, the Call or applicable law.

Further details may be set out in the Project Management Plan, the Call conditions, the EIT CC Guidelines – Project Implementation and Monitoring, or any other applicable implementation guidance issued by the KIC LE.

For the avoidance of doubt, any measure under this Article that requires an amendment to the essential contractual terms of this Agreement, including the approved Project scope, maximum Financial Support or allocation of contractual obligations between the Parties, shall be implemented in accordance with the amendment procedure set out in Article 19.4, unless this Agreement expressly provides otherwise. This shall not restrict the KIC LE's rights to suspend payments, take protective measures or terminate the Agreement in accordance with its provisions.

**5.4 Involvement of third parties**

*5.4.1 General rule*

The Project Recipient(s) shall implement the Project using their own resources and under their own responsibility.

Unless expressly allowed in the Call, the approved proposal and Annex 2, the involvement of third parties in the implementation of the Project shall be limited to subcontracting and/or the purchase of goods and services necessary for the Project, without prejudice to the participation of affiliated entities and associated partners as provided for in this Article 5.4.

The Project Recipient(s) may involve affiliated entities and associated partners in the implementation of Project tasks, provided that their participation is permitted under the applicable Call conditions, reflected in the approved proposal and Annex 2, and complies with the following requirements:

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**a) Affiliated entities:** Affiliated entities shall be eligible to receive financial support where they are established in one of the countries eligible for funding under the Call, or in another country expressly permitted under the applicable Call conditions and Horizon Europe rules.

**b) Associated partners:** Entities that are not eligible for funding may participate as associated partners where permitted under the Call conditions. Associated partners shall not receive financial support from EIT Culture & Creativity and shall not count towards the minimum consortium composition requirements, unless explicitly stated otherwise in the Call conditions.

The involvement of any other third parties in the implementation of Project tasks shall require express authorisation under the Call, the approved proposal and Annex 2.

Unless expressly allowed in the Call and Annex 2, the Project Recipient(s) are not authorised to provide financial support to third parties, including grants, prizes, vouchers, subgrants, cascading funding or equivalent downstream support.

Unless expressly allowed in the Call and Annex 2, internally invoiced goods and services are not eligible under this Agreement.

The involvement of subcontractors or suppliers does not create any contractual relationship between the KIC LE and those subcontractors or suppliers. The Project Recipient(s) remain fully responsible towards the KIC LE for the implementation of the Project and for compliance with this Agreement.

***5.4.2 Subcontracting and purchase of goods and services***

Subcontracting and purchase of goods and services are eligible only if they are necessary for the Project, are included in the approved budget or accepted by the KIC LE, are reasonable and proportionate, comply with best value for money or lowest price principles, avoid conflicts of interest and comply with all applicable procurement rules.

Project Recipient(s) that are contracting authorities or contracting entities within the meaning of EU public procurement rules must comply with the applicable national public procurement law.

Subcontracting may not be used to circumvent the eligibility, capacity, selection, financial or implementation requirements applicable to the Project Recipient(s). Subcontracting of core Project tasks is only allowed where it is clearly foreseen in the approved proposal or expressly accepted by the KIC LE.

Subcontracting and purchase of goods and services do not release the Project Recipient(s) from their obligations under this Agreement. The Project Recipient(s) remain fully responsible for the quality, timeliness, legality, eligibility and compliance of any subcontracted tasks, goods or services.

***5.4.3 Third-party warranties and flow-down obligations***

The Project Recipient(s) shall ensure that any subcontractor or supplier involved in the Project complies with the obligations necessary for the proper implementation of this Agreement, including, where relevant, obligations relating to:

- proper implementation of the Project;
- conflict of interest;

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- ethics and values;
- confidentiality;
- data protection;
- communication, dissemination and visibility;
- record keeping and information obligations;
- checks, reviews, audits and investigations;
- compliance with applicable EU, EIT and national rules.

The Project Recipient(s) shall ensure that their contracts with subcontractors or suppliers include the necessary provisions to allow the KIC LE, EIT, the European Commission, OLAF, EPPO, the European Court of Auditors and any other authorised body to exercise their rights of access, verification, review, audit, investigation and recovery, in accordance with this Agreement, the Grant Agreement and applicable law.

The Project Recipient(s) shall keep appropriate records and supporting documents relating to subcontracting and purchase of goods and services, including procurement documentation, contracts, invoices, evidence of delivery and any other documents required to demonstrate compliance with this Agreement.

Any breach by a subcontractor or supplier of the obligations referred to in this Article shall be treated as a breach by the relevant Project Recipient(s), without prejudice to any contractual remedies the Project Recipient(s) may have against the subcontractor or supplier.

## Article 6: Financial support, reimbursement rate and cost eligibility

### 6.1 Project contribution

**6.1.1** The KIC LE and the Project Recipient(s) shall each make certain contributions to the Project. These contributions are set out in the budget attached to the Project Management Plan ("Project Budget"). All contributions by the KIC LE are subject to the condition set out in Article 4.2 of this Agreement.

**6.1.2** The Project Recipient(s) shall receive a financial contribution from the KIC LE only for their eligible tasks in the Project, carried out in accordance with this Agreement and the Project Management Plan, from:

(i) funds made available to the KIC LE by the EIT under the Grant Agreement, and subject to the provisions of Article 6.3 of this Agreement regarding eligibility of costs ("Confirmed Funding EIT"); and/or

(ii) funds put at the disposal of the KIC LE from KIC membership fees or other sources, subject to the provisions governing such funds ("Confirmed Funding KIC").

(i) and (ii) are together referred to as **"Confirmed Funding".**

The Confirmed Funding and the conditions attached to this Confirmed Funding shall be further detailed in the Project Management Plan, including in the Project Budget and the Payment Schedule.

**6.1.3** Other than the Confirmed Funding, there will be no further grants, subsidies, reimbursements or other payments by the KIC LE to the Project Recipient(s) due to or in connection with the Project, unless expressly specified otherwise in the Project Management Plan or in another written arrangement between the KIC LE and the Project Recipient(s).

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**6.1.4** The Project Recipient(s) shall use the financial support transferred by the KIC LE only for the implementation and execution of the Project as reflected in the Project Plan, Project Budget, Payment Schedule and other parts of the Project Management Plan.

**6.2 Project budget, reimbursement rate and recipient contribution**

The Project Budget shall set out the following, for the period until the Project expiry date:

- the total estimated eligible cost of the Project;
- the maximum amount of Confirmed Funding;
- the amount of Confirmed Funding EIT and, where applicable, Confirmed Funding KIC;
- the applicable reimbursement rate;
- the maximum EIT Culture & Creativity financial support;
- the estimated share of eligible Project costs not reimbursed by EIT Culture & Creativity, to be covered by the Project Recipient(s) and/or other allowed sources;
- any call-specific caps, minima or maxima by cost category, activity type, work package, deliverable, milestone or output, where applicable.

The financial support provided by the KIC LE shall reimburse up to **[X]%** of the eligible Project costs of each Project Recipient, subject to the maximum amount of Confirmed Funding set out in the Project Budget. The remaining share of the Project costs shall be borne by the Project Recipient(s) and/or other allowed sources, in accordance with the Call, this Agreement and the applicable rules.

Costs, activities, contributions or expenditure funded by other EU programmes or sources may not be claimed for reimbursement under this Agreement where this would result in double funding.

The amounts set out in the Project Budget and Payment Schedule represent maximum amounts only. No payment shall be deemed due or payable solely because it is included in the Project Budget or Payment Schedule.

**6.3 Cost eligibility rules**

For EIT-funded KAVAs, and to the extent applicable to the funding form used for the Project, the cost eligibility rules of Article 6 of the Grant Agreement are transposed into this Agreement. The eligibility rules are further described in Annex 1 to this Agreement and, where applicable, in the EIT Culture & Creativity Eligibility of Expenditures document.

The KIC LE shall be under no obligation to distribute EIT funding to the Project Recipient(s) unless the eligibility rules of Article 6 of the Grant Agreement, this Agreement, the Call and Annex 1 are complied with, subject to final confirmation by EIT where applicable, and provided that the Project Recipient(s) have fulfilled all other obligations relating to the implementation of EIT-funded KAVAs under this Agreement.

If the Project Recipient(s) declare costs or contributions that are ineligible, unsupported, not accepted, outside the approved scope or in breach of the applicable rules, those costs or contributions will be rejected and may be deducted from payments or recovered.

**6.4 Lump sum option, where applicable**

Where the Call and the Project Management Plan provide that the Project is funded through lump sums, the financial support shall be linked to the completion and acceptance of the relevant work packages, milestones, deliverables and/or outputs, as defined in the Project Management Plan and the Payment Schedule.

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The approved budget remains the basis for setting the lump sum amount and must be based on costs that would be eligible under the applicable rules. However, payment of the lump sum does not require reimbursement of actual incurred costs, unless otherwise required by the Call, this Agreement, the Project Management Plan or EIT.

The Project Recipient(s) shall keep records demonstrating the proper implementation and completion of the work, outputs, deliverables and milestones, and compliance with the applicable obligations.

Mandatory and optional deliverables included in the approved Project Management Plan must be assigned to one or more work packages. Acceptance of the relevant work package may take into account the completion and acceptance of the deliverables, milestones, KPIs and outputs assigned to it.

### 6.5 Consequences of non-compliance

If the Project Recipient(s) declare ineligible costs or contributions, fail to complete the approved activities, work packages, milestones, deliverables, KPIs or outputs, or otherwise fail to comply with the applicable cost eligibility, funding or implementation rules, the KIC LE may reject costs or contributions, reduce the financial support, deduct amounts from payments, suspend payments, recover amounts already paid and/or apply any other measure available under this Agreement, the Grant Agreement, the Call or applicable law.

This may also lead to the measures described in Article 5.3, Article 8 and any other relevant provisions of this Agreement.

## Article 7: Monitoring and reporting

### 7.1 General monitoring and reporting obligation

The Project Recipient(s) shall implement the Project under the monitoring and reporting framework of the KIC LE and shall comply with all obligations set out in this Agreement, the Project Management Plan, the Call, the EIT Culture & Creativity project implementation and monitoring guidelines, and any written instruction issued by the KIC LE in relation to Project monitoring, reporting, evidence or review.

The Project Recipient(s) shall provide timely, accurate, complete and verifiable information on the implementation of the Project, including progress towards the Project objectives, work packages, milestones, deliverables, KPIs, outputs, outcomes, budget implementation, use of funds, risks, delays and deviations from the approved Project Management Plan.

Where the Project is funded through lump sums, monitoring and reporting shall focus on the proper implementation and completion of the approved work packages, milestones, deliverables, KPIs and outputs, without prejudice to any budget reasonableness, use-of-funds, eligibility or compliance checks required under the Call, this Agreement, the Project Management Plan or applicable rules.

The Project Recipient(s) shall promptly inform the KIC LE of any circumstance that may affect the proper implementation of the Project, the achievement of KPIs, milestones or deliverables, the eligibility of costs or contributions, or compliance with this Agreement.

Failure to comply with monitoring and reporting obligations may lead to corrective measures, suspension or reduction of payments, rejection of costs or contributions, recovery of amounts already paid, additional monitoring, or any other measure available under this Agreement, the Call, the Grant Agreement or applicable law.

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### 7.2 Monitoring

The KIC LE may monitor the Project through desk reviews, review meetings, interviews, project boards, Monday.com updates, deliverable checks, KPI checks, financial verification, on-site or remote reviews, audits or other proportionate means.

The Project Recipient(s) shall provide complete, accurate and timely information and cooperate with any monitoring, review, audit, check or investigation.

### 7.3 Reporting

The Project shall follow the standard yearly reporting and payment cycle described in Annex 5 and the **EIT Culture & Creativity Guidelines for Project Implementation and Monitoring**, unless the Call, Project Management Plan or a project-specific written instruction provides otherwise. Yearly reporting normally covers each calendar year and shall be submitted within the deadlines specified in Annex 2e, unless the applicable Call or an approved project-specific arrangement expressly provides otherwise.

The final yearly report covers the calendar year in which the Project ends and supports Project closure and calculation of the final balance.

Reporting may include performance reports, cost or financial reports where applicable to the funding form, deliverables, milestone and KPI evidence, explanations of deviations, and supporting documentation requested by the KIC LE. For lump-sum funding, reporting and payment assessment shall focus on proper implementation and acceptance of the relevant work packages, activities, deliverables, milestones, KPIs, outputs and other payment conditions rather than reimbursement of actual incurred costs, unless otherwise provided in the applicable contractual documents.

The KIC LE may also conduct a mid-year review and require interim implementation and cost information. A mid-year review is a monitoring and decision-making step and does not replace the yearly reporting cycle unless expressly stated in the Project Management Plan. Reports must be submitted by the Project Leader on behalf of all Project Recipient(s), unless Annex 5 provides otherwise.

Approval of a report by the KIC LE does not imply recognition of compliance, authenticity, completeness, correctness or eligibility of the reported information, costs, contributions, outputs or results.

## Article 8: Financial provisions

### 8.1 Payment schedule

The KIC LE will make payments in accordance with the payment schedule set out in Annex 2e. Payments may include pre-financing, one or more interim payments and a final payment or payment of the balance, as specified for the Call and Project.

The amounts set out in the payment schedule are maximum amounts only. No payment shall be deemed due solely because it is listed in the payment schedule. Each payment remains subject to the conditions in this Agreement, the Grant Agreement, the Call and Annex 2e.

Unless a lower percentage is defined in Annex 2e, the **pre-financing payment shall not exceed twenty-five percent (25%) of the maximum EIT Culture & Creativity contribution**.

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### 8.2 Eligibility for funding

The Project Recipient(s) are eligible for payment only if the following conditions are complied with on a continuous basis:

- the Agreement and the Project Management Plan have been signed and remain in force;
- the Project Recipient(s) remain eligible and are not in default under this Agreement, the Project Management Plan, the Call, the FSM or any other relevant agreement;
- the Project Recipient(s) have the financial, technical and operational capacity to implement the Project;
- all required reports, deliverables, milestones, KPI evidence, declarations and supporting documents have been submitted and accepted to the extent required for the relevant payment;
- the relevant costs, contributions, lump sum work packages, activities and outputs are eligible and accepted;
- the KIC LE has received the relevant funds from EIT and is not prevented from making the payment under the Grant Agreement;
- the Project Recipient(s) are in good standing with applicable tax, labour, social security, sanctions, anti-fraud, anti-money laundering and other legal obligations;
- where applicable, the FSM has been signed or otherwise accepted and is being complied with.

### 8.3 Payments

Payments by the KIC LE to the Project Recipient(s) shall be made by bank transfer to the validated bank account of the respective Project Recipient recorded in its Beneficiary Information Form and supported, where required, by a Financial Identification Form or equivalent bank-validation documentation accepted by the KIC LE.

Each Project Recipient receiving Financial Support expressly declares and undertakes that the bank account provided is held by it in its own name and for its own account during the entire duration of this Agreement, unless otherwise accepted in writing by the KIC LE. This declaration is made for anti-money laundering, anti-fraud and financial control purposes.

Each Project Recipient shall keep the bank information in its Beneficiary Information Form accurate and up to date and shall provide any supporting Financial Identification Form, bank evidence or other documentation required for validation. The KIC LE may suspend or delay payments until the relevant bank information has been provided, validated and accepted. A bank-account update that does not affect a contractual payment condition may be managed through the BIF without amending this Agreement.

The Project Recipient(s) understand, acknowledge and agree that payments are subject to this Agreement, the Project Management Plan, the Payment Schedule, the Call, the Grant Agreement and the applicable eligibility, reporting and implementation rules, including **Article 6 of the KIC LE Grant Agreement**. Payments made before the end of the Project, including pre-financing and interim payments, do not constitute final acceptance of costs, contributions, activities, outputs, deliverables, milestones, KPIs or results and may be reduced, deducted or recovered where the applicable conditions are not met.

Payments will be made from the following KIC LE bank account, or any other account notified by the KIC LE in writing:

| Account holder | IBAN | BIC/SWIFT | Bank | Branch code |
|---|---|---|---|---|

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| | | | | |
|---|---|---|---|---|
| EIT Culture & Creativity GmbH | DE35 3705 0198 1900 0514 99 | COLSDE33XXX | Sparkasse Koelnbonn | 37050198 |

Any recoveries shall be made to the bank account notified by the KIC LE.

**8.4 Recovery and set-off**

If the Project Recipient(s) did not use the financial support for the purposes of the Project, did not comply with this Agreement or the Project Management Plan, declared ineligible, unsupported or not accepted costs or contributions, failed to complete accepted lump sum work packages, or otherwise received undue amounts, they shall repay the relevant amounts within thirty (30) calendar days of notification by the KIC LE, unless another deadline is specified.

The KIC LE may set off any present or future claim it has against the Project Recipient(s) against any amount payable by the KIC LE to the Project Recipient(s).

## Article 9: Financial Sustainability Mechanism

**Option A - No FSM applicable**

No Financial Sustainability Mechanism applies to this Project. This Article 9 and Annex 2e - Section 2 are intentionally left blank.

**Option B - FSM applicable through separate agreement**

The Project Leader acknowledges that EIT Culture & Creativity has a financial sustainability strategy including diversified revenue streams and commits to contribute to that strategy in accordance with the FSM applicable to the Project.

The Project Leader has entered into or shall enter into a separate Financial Sustainability Mechanism agreement under the terms set out in Annex 2e or another agreement approved by the KIC LE. Unless Annex 2e provides otherwise, payment of pre-financing and/or further payments may be subject to the signature and compliance with the FSM.

The KIC LE has the right to withhold, suspend, reduce or recover payments and/or terminate this Agreement if the applicable FSM is not signed, not implemented or not complied with.

**Option C - FSM integrated in Annex 2e**

The Project Leader is bound by the Financial Sustainability Mechanism set out in Annex 2e - Section 2. Payments of financial support by the KIC LE are subject to compliance with the FSM. The KIC LE has the right to withhold, suspend, reduce or recover payments and/or terminate this Agreement if the FSM is not complied with.

## Article 10: Liability

The Project Recipient(s) are responsible for any damage caused to the KIC LE, EIT, EU institutions, other Project Participants, third parties or any other person as a result of the implementation of the Project, their acts or omissions, breach of this Agreement, breach of applicable law, or improper use of financial support.

The KIC LE shall not be liable for the availability of EIT funding, for decisions taken by EIT or other competent authorities, or for the eligibility or acceptance of costs, contributions, activities, work packages, deliverables or outputs by EIT.

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Where the Project is implemented by a consortium, the responsibility and liability of Project Participants towards the KIC LE shall be as set out in this Agreement, Annex 4 and any applicable joint and several liability declaration.

### Article 11: Intellectual property rights

Under this Agreement, the intellectual property rights rules set out in **Section 1 of Annex 3** to this Agreement apply, together with the applicable EIT regulatory IPR rules set out in the Grant Agreement, in particular **Article 16** and **Annex 5** to the Grant Agreement. In case of discrepancy between the IPR rules set out in Section 1 of Annex 3 to this Agreement and the applicable EIT regulatory IPR rules set out in the Grant Agreement, the latter shall prevail.

The Project Recipient(s) acknowledge and agree that they shall also comply with EIT Culture & Creativity's IP Policy, as available on EIT Culture & Creativity's website and/or otherwise communicated by the KIC LE, to the extent applicable to the Project.

Unless otherwise specified in the Project Management Plan, Annex 2, Annex 3 or any other written arrangement accepted by the KIC LE, ownership of results shall remain with the Project Recipient(s) that generate them. Access rights, exploitation, dissemination, protection and use of results shall be governed by the applicable Horizon Europe/EIT rules, this Agreement, Annex 3, the Project Management Plan and any additional arrangements agreed between the relevant parties.

The Project Recipient(s) shall ensure that they have all rights, licences, consents and permissions necessary to implement the Project, use any pre-existing materials, background, data, tools, content or third-party intellectual property, and grant any access rights required under this Agreement, the Project Management Plan, Annex 3, the Grant Agreement or applicable law.

Further Project-specific IPR rules may be set out in the Project Management Plan, Annex 2, Annex 3, a consortium agreement, an FSM agreement where applicable, or any other written agreement pertaining to intellectual property aspects, provided that such arrangements do not conflict with this Agreement, the Grant Agreement, the Call, EIT Culture & Creativity's IP Policy or the applicable EIT/Horizon Europe rules.

In consortium projects, the Project Recipient(s) may agree additional IPR arrangements among themselves, including rules on background, ownership of jointly generated results, access rights, exploitation, dissemination, confidentiality and use of results. Such arrangements shall not limit the rights of the KIC LE, EIT, the European Commission or any other authorised body under this Agreement, the Grant Agreement or applicable law.

### Article 12: Communication, dissemination and visibility rules

The Project Recipient(s) shall comply with the communication, dissemination and visibility rules set out in the Grant Agreement, this Agreement, Annex 3, the Call and any written instructions or branding guidelines issued by EIT or the KIC LE.

Any communication or dissemination activity related to the Project shall acknowledge EIT and EIT Culture & Creativity funding in the form required by the applicable rules. The Project Recipient(s) shall not use the names or logos of EIT, the European Union or EIT Culture & Creativity in a way that suggests endorsement beyond the financial support granted, unless expressly authorised.

The KIC LE, EIT and EU institutions may use the name, logo and non-confidential information of the Project Recipient(s) and the Project for communication, dissemination, reporting, portfolio management and publication of recipients of funds, subject to applicable confidentiality and data protection rules.

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### Article 13: Information obligations and record keeping

**13.1 General information obligations**

The Project Recipient(s) shall promptly provide any information requested by the KIC LE in relation to the Project, including information needed for monitoring, reporting, EIT data portal submissions, KPI evidence, audits, checks, reviews, investigations, recoveries, publication obligations, impact assessment and portfolio assessment.

The Project Recipient(s) shall immediately inform the KIC LE of any event likely to affect the implementation of the Project, the eligibility of costs, the achievement of KPIs, the validity of the selection decision, the legal or financial situation of any Project Recipient, or the availability of funding.

**13.2 Record keeping**

The Project Recipient(s) shall keep records and supporting documents in accordance with the Grant Agreement, Annex 3 and applicable law. Records must be sufficient to demonstrate proper implementation of the Project, the eligibility of costs and contributions, and/or the completion and acceptance of lump sum work packages where applicable.

Records shall be kept for the period required by the Grant Agreement or applicable law and made available to the KIC LE, EIT, the European Commission, OLAF, the European Court of Auditors and any other competent body upon request.

### Article 14: Checks, reviews, audits and investigations

The Project Recipient(s) shall allow and support checks, reviews, audits and investigations by the KIC LE, EIT, the European Commission, OLAF, the European Court of Auditors and any other competent body, in accordance with the Grant Agreement, this Agreement and Annex 3.

The Project Recipient(s) shall provide access to premises, systems, persons, information, records and supporting documents as reasonably required for such checks, reviews, audits or investigations.

Findings may lead to rejection of costs, reduction of financial support, recovery of amounts, suspension of payments, termination, exclusion, administrative sanctions or other measures provided under the applicable rules.

### Article 15: Conflict of interest

The Project Recipient(s) shall take all measures to prevent any situation where the impartial and objective implementation of the Project is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect personal interest.

The Project Recipient(s) shall immediately inform the KIC LE of any actual, potential or perceived conflict of interest and take all measures requested by the KIC LE to prevent, mitigate or remedy such conflict.

### Article 16: Ethics and values

The Project Recipient(s) shall implement the Project in compliance with the highest ethical standards and the applicable EU values and principles, including human dignity, freedom, democracy, equality, rule of law, human rights, non-discrimination, gender equality, research integrity, environmental principles and security requirements.

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The Project Recipient(s) shall comply with all ethics and values obligations set out in the Grant Agreement, this Agreement, Annex 3, the Call and applicable law.

## Article 17: Liability towards each other

### 17.1 Limitations of contractual liability

Each Party shall be liable for direct damages caused to the other Party by breach of this Agreement, intentional misconduct, gross negligence or breach of applicable law, subject to any limitations permitted by applicable law and any specific provisions in Annex 4.

No Party shall be liable for indirect or consequential damages, loss of profit, loss of revenue, loss of contracts, loss of goodwill or loss of data, except in cases of intentional misconduct, gross negligence, breach of confidentiality, breach of intellectual property rights, fraud or where liability cannot be limited under applicable law.

### 17.2 Damage caused to third parties

Each Project Recipient is solely responsible for any damage caused by it, its staff, subcontractors, affiliated entities or other persons acting on its behalf to third parties in connection with the Project.

### 17.3 Hold harmless

The Project Recipient(s) shall hold the KIC LE harmless from any claim, damage, loss, liability, cost or expense arising from the implementation of the Project by the Project Recipient(s), unless caused by the KIC LE's intentional misconduct or gross negligence.

### 17.4 Force majeure

A Party prevented from fulfilling its obligations due to force majeure shall promptly notify the other Party, take all reasonable measures to limit the effects and resume performance as soon as possible. Force majeure does not excuse payment or recovery obligations already due, unless otherwise agreed in writing.

## Article 18: Confidentiality

The Parties must keep confidential any data, documents or other material, in any form, that is:

(i) identified as sensitive or confidential in writing by the disclosing Party; or
(ii) disclosed orally and identified as confidential at the time of disclosure, provided that it is confirmed and designated as confidential information by the disclosing Party in writing within 15 calendar days from the oral disclosure at the latest.

Such information shall be referred to as **"Sensitive Information"**.

Unless otherwise agreed between the Parties, Sensitive Information may be used only for the purpose of implementing this Agreement and the Project.

The Project Recipient(s) may disclose Sensitive Information to their personnel, subcontractors, suppliers or other Project Recipient(s) involved in the same Project only if they:

a) need to know the Sensitive Information in order to implement this Agreement or the Project; and
b) are bound by appropriate confidentiality obligations.

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The KIC LE may disclose Sensitive Information to its staff, EIT, the European Commission, other EU institutions and bodies, and any other authorised body where this is necessary for the implementation of this Agreement, compliance with the Grant Agreement, reporting, checks, reviews, audits, investigations, safeguarding EU financial interests or fulfilling legal or regulatory obligations.

The KIC LE may further disclose Sensitive Information to third parties if:

a) this is necessary to implement this Agreement, safeguard EU financial interests, obtain professional advice or comply with applicable obligations; and
b) the receiving third parties are bound by appropriate confidentiality obligations.

The confidentiality obligations shall no longer apply if:

a) the disclosing Party agrees to release the receiving Party from the confidentiality obligation;
b) the information becomes publicly available without breach of any confidentiality obligation;
c) the disclosure of the Sensitive Information is required or permitted by EU, international or national law, or by a court, administrative or competent authority;
d) a period of five (5) years after the final payment under the KIC LE Grant Agreement has passed, unless otherwise agreed between the Parties or unless a longer period applies under this Agreement, the KIC LE Grant Agreement, applicable law or the nature of the information; or
e) or
f) the Sensitive Information is subsequently and independently obtained or developed by the receiving Party without use of the disclosing Party's Sensitive Information.

The Parties must handle classified information in accordance with applicable EU, international and national law on classified information, including Commission Decision (EU, Euratom) 2015/444 and its implementing rules, where applicable. Sensitive Information containing classified information must be submitted and handled according to the special procedures agreed with the KIC LE. Classified information may not be disclosed by the Project Recipient(s) to any third party, including other Project Recipient(s), subcontractors or suppliers, without the prior explicit written approval of the KIC LE.

If and when the confidentiality obligations no longer apply due to the expiry of the applicable confidentiality period and/or after the end date of the Project, the Project Recipient(s) shall, upon request of the KIC LE, return or destroy all Sensitive Information disclosed to them by the KIC LE, including all copies, and delete such information stored in machine-readable form to the extent practically possible. The Project Recipient(s) may keep one copy to the extent required to comply with applicable laws, audit, archiving or record-keeping obligations, or to evidence ongoing obligations, provided that they continue to comply with the confidentiality obligations set out in this Article.

If either Party becomes aware that it is required, or is likely to be required, to disclose Sensitive Information in order to comply with applicable law, regulation, court order, administrative order or request from a competent authority, it shall, to the extent legally permitted and before any such disclosure:

a) notify the disclosing Party without undue delay; and
b) comply with the disclosing Party's reasonable instructions to protect the confidentiality of the information.

Breach of confidentiality may give rise to the measures, remedies and liabilities provided under this Agreement, the Grant Agreement and applicable law.

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## Article 19: Miscellaneous

### 19.1 Inconsistencies and order of priority

In case of conflict between the provisions of this Agreement and its annexes, the following order of priority shall apply, unless expressly stated otherwise: (i) the Grant Agreement and applicable EU/EIT rules; (ii) this Agreement; (iii) Annex 2 and call-specific annexes; (iv) the Call; (v) other annexes; (vi) implementation guidance and templates issued by the KIC LE.

### 19.2 No representation, partnership or agency

Nothing in this Agreement shall be interpreted as creating a partnership, joint venture, employment relationship, agency or representation between the Parties, except as expressly provided in this Agreement.

### 19.3 Notices and communication

Formal notices under this Agreement shall be made in writing to the contact points recorded for the relevant Party in the Beneficiary Information Form, Annex 2f or any updated contact point duly notified and accepted in accordance with the applicable procedure. Operational communication may take place through email, the designated reporting platform, Teams or any other system designated by the KIC LE.

### 19.4 Assignment and amendments

The Project Recipient(s) may not assign or transfer their rights or obligations under this Agreement without prior written approval by the KIC LE. Amendments to this Agreement must be made in writing and signed by the relevant Parties, unless this Agreement or an Annex expressly allows an update through a designated written procedure. Operational or entity-level administrative updates that do not affect contractual elements may be managed through the designated reporting platform and/or the Beneficiary Information Form and do not, by themselves, amend this Agreement. Contractual changes shall follow Annex 2c and the applicable change procedure in the EIT Culture & Creativity Guidelines for Project Implementation and Monitoring.

### 19.5 Language

The language of this Agreement and all formal communication under it shall be English, unless otherwise agreed in writing.

### 19.6 Mandatory national law

Nothing in this Agreement shall prevent the application of mandatory national law where such law cannot be derogated from by agreement, provided that the Project Recipient(s) immediately inform the KIC LE of any impact on the Project or this Agreement.

### 19.7 Applicable law

This Agreement shall be governed by the laws of the Federal Republic of Germany, unless otherwise required by mandatory applicable law or agreed in writing.

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### 19.8 Settlement of disputes

The Parties shall first seek to resolve any dispute amicably. If no amicable solution is reached, the dispute shall be submitted to the competent courts of [Cologne, Germany / other], unless otherwise required by mandatory law or agreed in writing.

### 19.9 Data protection

The Parties shall process personal data in accordance with Regulation (EU) 2016/679 (GDPR), applicable national data protection law, the Grant Agreement and any data protection provisions in Annex 3 or other project-specific documents.

## Article 20: Annexes

The following annexes form an integral part of this Agreement:

| Annex | Title |
|---|---|
| Annex 1 | Cost eligibility rules and call-specific eligibility restrictions |
| Annex 2 | Project Management Plan |
| Annex 2a | Application and validated data |
| Annex 2b | Project schedule |
| Annex 2c | Change request form |
| Annex 2d | Project budget breakdown |
| Annex 2e | Payment schedule and Financial Sustainability Mechanism |
| Annex 2f | Financial information requirements |
| Annex 3 | General provisions of the Grant Agreement |
| Annex 4 | Consortium composition requirements and roles |
| Annex 5 | Reports and monitoring evidence |
| Annex 6 | Declaration of honour |
| Annex 7 | Optional declarations |
| Annex 8 | Optional lump sum work package acceptance table, where applicable |

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

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### Signatures

For and on behalf of EIT Culture & Creativity GmbH

| Name | Title | Date | Signature |
|---|---|---|---|
| [name] | [title] | [date] | |

For and on behalf of the Project Recipient(s) / Project Leader

| Name | Organisation / role | Date | Signature |
|---|---|---|---|
| [name] | [organisation / role] | [date] | |

For multi-beneficiary projects, add one signature block per Project Participant unless Legal confirms that the Project Leader may sign on behalf of all Project Participants under a separate mandate.

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## Annex 1 – Cost eligibility rules and call-specific eligibility restrictions

### Article 6 of the GA: Eligible and ineligible costs and contributions

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

6.1 General eligibility conditions

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

(a) For actual costs:

(i) They must be actually incurred by the beneficiary;
(ii) They must be incurred in the Project implementation period specified in Annex 2a, Section 1, of this Agreement, within the applicable eligibility period under Article 4 of the Grant Agreement (with the exception of costs relating to the submission of the final periodic report, which may be incurred afterwards; see Article 21 of the GA);
(iii) They must be declared under one of the budget categories set out in Article 6.2 and **Annex 2**;
(iv) They must be incurred in connection with the action as described in **Annex 1** and necessary for its implementation;
(v) They must be identifiable and verifiable, in particular recorded in the beneficiary's accounts in accordance with the accounting standards applicable in the country where the beneficiary is established and with the beneficiary's usual cost accounting practices;
(vi) They must comply with the applicable national law on taxes, labour and social security; and
(vii) They must be reasonable, justified and must comply with the principle of sound financial management, in particular regarding economy and efficiency;

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

(i) They must be declared under one of the budget categories set out in Article 6.2 and **Annex 2**;
(ii) The units must:
- Be actually used or produced by the beneficiary in the Project implementation period specified in Annex 2a, Section 1, of this Agreement, within the applicable eligibility period under Article 4 of the Grant Agreement (with the exception of units relating to the submission of the final periodic report, which may be used or produced afterwards; see Article 21 of the GA);
- Be necessary for the implementation of the action; and

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

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

(i) They must be declared under one of the budget categories set out in Article 6.2 and **Annex 2**;
(ii) The costs or contributions to which the flat rate is applied must:
- Be eligible;
- Relate to the Project implementation period specified in Annex 2a, Section 1, of this Agreement, within the applicable eligibility period under Article 4 of the Grant Agreement (with the exception of costs or contributions relating to the submission of the final periodic report, which may be incurred afterwards; see Article 21 of the GA);

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

(i) They must be declared under one of the budget categories set out in Article 6.2 and **Annex 2**;
(ii) The work must be properly implemented by the beneficiary in accordance with **Annex 1**;
(iii) The deliverables/outputs must be achieved in the Project implementation period specified in Annex 2a, Section 1, of this Agreement, within the applicable eligibility period under Article 4 of the Grant Agreement (with the exception of deliverables/outputs relating to the submission of the final periodic report, which may be achieved afterwards; see Article 21 of the GA);

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

(i) They must fulfil the general eligibility conditions for the type of cost concerned;
(ii) The cost accounting practices must be applied in a consistent manner, based on objective criteria, regardless of the source of funding;

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

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

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

### 6.2 Specific eligibility conditions for each budget category

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

**Direct costs**

**A. Personnel costs**

**A.1 Costs for employees (or equivalent)** are eligible as personnel costs if they fulfil the general

eligibility conditions and are related to personnel working for the beneficiary under an employment contract (or equivalent appointing act) and assigned to the action.

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

{daily rate for the person

multiplied by

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

The daily rate must be calculated as:

{annual personnel costs for the person

divided by

215}.

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

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

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

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

- Corresponds to the actual remuneration costs paid by the beneficiary for the time worked by the person in the action over the reporting period;
- Does not exceed the remuneration costs paid by the beneficiary for work in similar projects funded by national schemes ("national projects reference");
- Is defined based on objective criteria allowing to determine the amount to which the person is entitled;

and

(g) Reflects the usual practice of the beneficiary to pay consistently bonuses or supplementary payments for work in projects funded by national schemes.

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

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

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

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

and

(i) According to usual cost accounting practices which are applied in a consistent manner, based on objective criteria, regardless of the source of funding.

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

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

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

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

**A.4** The work of **SME owners** for the action (i.e. owners of beneficiaries that are small and medium sized enterprises[1] not receiving a salary) or **natural person beneficiaries** (i.e. beneficiaries that are natural persons not receiving a salary) may be declared as personnel costs, if they fulfil the general eligibility conditions and are calculated as unit costs in accordance with the method set out in **Annex 2**.

**A.6** For **beneficiaries with personnel unit cost**, the personnel costs under categories A.1 - A.4 must be declared as unit cost and are eligible, if they fulfil the general eligibility conditions, are calculated as unit costs in accordance with the method set out in **Annex 2** and comply with the conditions set out in Points A.1 - A.4 for the underlying types of costs (personnel).

**B. Subcontracting costs**

**Subcontracting costs** for the action (including related duties, taxes and charges, such as non-deductible or non-refundable value added tax (VAT)) are eligible, if they are calculated on the basis of the costs actually incurred, fulfil the general eligibility conditions and are awarded using the beneficiary's usual purchasing practices — provided these ensure subcontracts with best value for money (or if appropriate the lowest price) and that there is no conflict of interests (see Article 15).

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

Subcontracting may cover only a limited part of the action.

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

[1] For the definition, see Commission Recommendation 2003/361/EC: micro, small or medium-sized enterprise (SME) are enterprises

- Engaged in an economic activity, irrespective of their legal form (including, in particular, self- employed persons and family businesses engaged in craft or other activities, and partnerships or associations regularly engaged in an economic activity); and
- Employing fewer than 250 persons (expressed in "annual working units" as defined in Article 5 of the Recommendation) and which have an annual turnover not exceeding EUR 50 million, and/or an annual balance sheet total not exceeding EUR 43 million.

**C. Purchase costs**

**Purchase costs** for the action (including related duties, taxes and charges, such as non-deductible or non-refundable value added tax (VAT)) are eligible if they fulfil the general eligibility conditions and are bought using the beneficiary's usual purchasing practices — provided these ensure purchases with best value for money (or if appropriate the lowest price) and that there is no conflict of interests (see Article 15).

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

**C.1 Travel and subsistence**

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

- Travel: on the basis of the costs actually incurred and in line with the beneficiary's usual practices on travel;
- Accommodation: on the basis of the costs actually incurred and in line with the beneficiary's usual practices on travel;
- Subsistence: on the basis of the costs actually incurred and in line with the beneficiary's usual practices on travel.

**C.2 Equipment**

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

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

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

**C.3 Other goods, works and services**

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

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

**D. Other cost categories**

**D.1 Financial support to third parties**

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

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

**(a) For grants (or similar):**

- The maximum amount of financial support for each third party ("Project Participant"); this amount may not exceed the amount set out in the Data Sheet (see Point 3) or otherwise agreed with the granting authority;
- The criteria for calculating the exact amount of the financial support
- The different types of activity that qualify for financial support, on the basis of a closed list;
- The persons or categories of persons that will be supported; and
- The criteria and procedures for giving financial support;

**(b) For prizes (or similar):**

- The eligibility and award criteria;
- The amount of the prize; and
- The payment arrangements.

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

**D.2 Internally invoiced goods and services**

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

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

and

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

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

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

**Indirect costs**

**E. Indirect costs**

**Indirect costs** will be reimbursed at the flat-rate of 25% of the eligible direct costs (categories A - D, except volunteer's costs, subcontracting costs, financial support to third parties and exempted specific cost categories, if any).

**Contributions**

Not applicable

### 6.3 Ineligible costs and contributions

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

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

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

(ii) Debt and debt service charges;
(iii) Provisions for future losses or debts;
(iv) Interest owed;
(v) Currency exchange losses;
(vi) Bank costs charged by the beneficiary's bank for transfers from the granting authority;
(vii) Excessive or reckless expenditure;
(viii) Deductible or refundable VAT (including VAT paid by public bodies acting as public authority);
(ix) Costs incurred or contributions for activities implemented during grant agreement suspension (see Article 31 of the GA);
(x) in-kind contributions by third parties: not applicable;

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

(i) Synergy actions: not applicable;
(ii) If the action grant is combined with an operating grant running during the same period and the beneficiary can demonstrate that the operating grant does not cover any (direct or indirect) costs of the action grant;

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

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

(e) Other:

(i) Country restrictions for eligible costs: not applicable;

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

### 6.4 Consequences of non-compliance

If a beneficiary declares costs or contributions that are ineligible, they will be rejected (see Article 27 of the GA).This may also lead to other measures described in Chapter 5 of the GA.

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### Annex 2 – Project Management Plan

For the purposes of this Annex, the Project Management Plan shall comprise the following elements:

- **Annex 2a – The application and validated data, where applicable. Entity-level legal, administrative, authorised-signatory and bank information is maintained separately through the Beneficiary Information Form.**
- **Annex 2b – The project schedule.**
- **Annex 2c – The Change Request Form, to be used as the standard mechanism for managing modifications to the Project.**
- **Annex 2d – The project budget breakdown, including:**
    - the maximum amount of the Confirmed Funding;
    - the total estimated eligible cost of the Project;
    - the applicable reimbursement rate;
    - the estimated share of eligible Project costs not reimbursed by EIT Culture & Creativity, to be covered by the Project Recipient(s) and/or other allowed sources, if applicable;
    - any call-specific caps, minima or maxima by cost category, activity type, work package, deliverable, milestone or output, where applicable.
- **Annex 2e – The payment schedule and, where applicable, the Financial Sustainability Mechanism.**
- **Annex 2f –Financial information requirements. Entity-level bank information is maintained through the Beneficiary Information Form and supporting Financial Identification Form.**

These documents shall serve as the reference framework for Project coordination and implementation.

For mono-beneficiary Projects, references to the Project Leader and Project Recipient(s) shall be understood as references to the sole Project Recipient, unless the context requires otherwise.

For multi-beneficiary Projects, the Project Leader shall coordinate the Project Recipient(s) and act as the main contact point towards the KIC LE, unless otherwise specified in this Agreement or the Project Management Plan.

Where the Call allows applications by individuals, natural persons or teams without legal personality, this Annex shall be adapted accordingly, and references to Project Recipient(s), Project Leader, validated data, budget, financial information and reporting obligations shall apply to the selected applicant(s) or designated representative(s), as specified in the Call and this Agreement.

### Annex 2a – Application and validated data

### Annex 2a – Section 1: Application

As annexed hereto and forming an integral part of this Agreement.

### Annex 2a – Section 2: Overview of validated data

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The application is annexed together with any Project-specific data that forms part of the contractual basis of the Project. Entity-level legal, administrative, authorised-signatory and bank information is maintained separately in the Beneficiary Information Form and is not repeated in this Annex unless it is necessary to identify a Party or constitutes a Project-specific contractual element.

Where entity-level information recorded in the Beneficiary Information Form is updated and validated, that update applies for operational purposes without amending this Annex unless the change affects the legal identity of a Party, eligibility, consortium composition, the approved Project work plan, payment conditions or another contractual right or obligation.

For calls addressed to individuals, natural persons or teams without legal personality, the table below may be adapted to reflect the identification and contact data required by EIT Culture & Creativity. In such cases, a PIC number is not required unless explicitly requested by the Call or by the applicable validation process.

| Applicant ID, where applicable | Full Name | Postal Address | ZIP Code | Country | City | Tax ID, where applicable | Contact Name |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

### Annex 2b – Project schedule

As annexed hereto and forming an integral part of this Agreement.

### Annex 2c – Change Request Form

| | |
|---|---|
| Project number as stated in the Project Agreement | |
| Full project title | |
| Project acronym | |
| Name of Project Leader | |
| E-Mail of the Project Leader | |

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| | |
|---|---|
| Type of project modification | **Changes in the consortium composition**<br><br>☐ Project Participant leaving the consortium<br>☐ New Project Participant being added to the consortium<br>☐ Replacement or substitution of a Project Participant<br>☐ Change of the legal entity acting as Project Leader or coordinating beneficiary<br><br>**Changes to the project timeline**<br><br>☐ Extension of the contractual project duration<br><br>**Changes to the project budget**<br><br>☐ Decrease in the total approved project budget<br>☐ Increase in the total approved project budget, where proposed or expressly invited by EIT Culture & Creativity<br>☐ Redistribution of budget between Project Participants<br>☐ Major redistribution between cost categories at Project Participant level, in particular where it results in an increase in subcontracting costs |
| Date and type of approval of the change(s) within the consortium | Date of approval: DD/MM/YYYY<br><br>Method of approval:<br><br>☐ Consortium meeting<br>☐ E-mail confirmation<br>☐ Written agreement signed by the Project Participants |
| Proposed effective date of the change | DD/MM/YYYY |
| Description of the project change | Briefly describe the requested change(s): |
| Justification of the project change | Briefly justify the requested change(s): |

| | |
|---|---|
| | |
| Impact of the proposed change | Describe the expected impact on project implementation, timeline, budget and Project Participants. |
| Supporting documentation | List and attach the relevant supporting documents. |
| Exceptional request outside the standard amendment window, where applicable | Explain why the change cannot wait until the standard annual amendment window. |

The Change Request Form is required for changes that affect the contractual basis of the Project. Purely administrative updates that can be handled through the Beneficiary Information Form, and operational adjustments that do not alter contractual elements, should not be processed as formal amendments unless the KIC LE determines otherwise.

### Annex 2d – Project budget breakdown

As annexed hereto and forming an integral part of this Agreement.

The Project budget breakdown shall include, where applicable:

- the total estimated eligible cost of the Project, by year and/or project phase;
- the maximum amount of the Confirmed Funding;
- the amount of Confirmed Funding EIT and, where applicable, Confirmed Funding KIC;
- the applicable reimbursement rate;
- the maximum EIT Culture & Creativity financial support;
- the estimated share of eligible Project costs not reimbursed by EIT Culture & Creativity, to be covered by the Project Recipient(s) and/or other allowed sources;
- the allocation of budget by Project Recipient, work package, cost category, activity, deliverable, milestone or output, where applicable;
- any call-specific caps, minima or maxima by cost category, activity type, work package, deliverable, milestone or output.

The Project budget breakdown shall be consistent with the approved application, the Call, the payment schedule and the applicable eligibility rules.

### Annex 2e – Payment schedule and Financial Sustainability Mechanism, where applicable

### Annex 2e – Section 1: Payment schedule

**1.1 General payment conditions**

The amounts set out in this Payment Schedule represent maximum amounts only. Payments are conditional upon:

(i) the achievement and acceptance by the KIC LE of the relevant work packages, milestones, deliverables, outputs and/or KPIs, as applicable;

(ii) submission and approval of the required reports, declarations and supporting documents;
(iii) compliance with the eligibility conditions under this Agreement, the Call and the Grant Agreement, including Article 6 of the KIC LE Grant Agreement;
(iv) the availability and receipt by the KIC LE of the relevant EIT funds under the applicable Grant Agreement; and
(v) the fulfilment of any other payment condition set out in this Agreement or the Project Management Plan.

EIT Culture & Creativity will provide financial support according to the payment schedule below. No payment shall be deemed due or payable solely because it is included in this Payment Schedule. Interim and final payments may follow an annual schedule, subject to the availability of funds from the Granting Authority (EIT), the applicable financial framework, reporting obligations agreed upon in the Subgrant Agreement – Project Agreement, and the results of any Certificate on the Financial Statements (CFS) and other verification procedures required by EIT Culture & Creativity and/or the Granting Authority.

The date of entry into force shall be the date on which all beneficiaries have successfully completed the validation process and the Subgrant Agreement – Project Agreement has been signed by all Parties.

Where financial weaknesses are identified during the financial assessment of a Project Participant, the KIC LE reserves the right to apply the mitigation measures prescribed or recommended by EIT, in accordance with the applicable EIT requirements.

| Reporting | | | | | | | |
|---|---|---|---|---|---|---|---|
| Reporting Periods | | | Type | Deadline | Type | Payment Ceiling | Deadline |
| RP N. | Month from | Month to | | | | | |
| - | - | - | - | - | Initial prefinancing | 25% of the maximum grant amount awarded during the Business Plan 2026–2028 | 30 days from entry into force/10 days before starting date – whichever is the latest |
| 1 | January 2027 | December 2027 | Periodic report | 60 days after end of reporting period | Interim payment | Cumulative payments up to 70% of the maximum grant amount awarded during the Business Plan 2026–2028 | 90 days from receiving periodic report |
| 2 | January 2028 | December 2028 | Periodic report | 60 days after end of reporting period | Final payment | Balance payment up to a maximum of 100% of the grant amount awarded during the Business Plan 2026–2028 | 90 days from receiving periodic report |

**Payment Deadlines:** All payment deadlines set out in the Payment Schedule are subject to the KIC LE's prior receipt of the corresponding funds from EIT and the fulfilment of all applicable payment conditions. The KIC LE shall not be obliged to advance its own funds or make any payment solely because a specified payment deadline has expired.

**Reimbursement Rate:** As specified in the approved Project Proposal.

### 1.2 Adjustment clause

Notwithstanding the above, all payment amounts and percentages under this Payment Schedule may be subject to adjustment based on the specific requirements, scope, funding form, implementation status, reporting results, milestones, deliverables, work packages or other payment conditions of the Project, as agreed by the Parties.

Any such adjustment shall remain subject to the applicable Call conditions, the Grant Agreement an d the prior written approval of the KIC LE, and shall not create any obligation for the KIC LE to advan ce funds before receiving the corresponding funding from EIT.

## Annex 2e – Section 2: Financial Sustainability Mechanism, where applicable

### 2.1 Purpose and scope

Where a Financial Sustainability Mechanism applies to the Project, this Annex defines the FSM applicable to the activities delivered under this Agreement.

The FSM may govern, depending on the Call and the Project, fee collection, revenue sharing, invoicing, taxes, reporting, settlement, audit, investment-related instruments, IP/licensing-related returns or other financial sustainability arrangements.

Where no FSM applies, this Section shall be marked as **"Not applicable"**.

Where the FSM is regulated in a separate agreement or instrument, this Section shall identify that separate agreement or instrument and confirm its relationship with this Agreement.

### 2.2 Applicable FSM model

The following FSM model applies to this Project:

☐ Revenue share
☐ Participation fee share
☐ IP/licensing-based revenue share
☐ SAFE / future equity / investment-related mechanism
☐ Repayment / success fee / other return mechanism
☐ Other: _____
☐ Not applicable

The specific conditions of the FSM are set out below and/or in a separate FSM agreement, where applicable.

### 2.3 Collection and invoicing models, where applicable

Where the FSM is based on revenue, participation fees or other income generated by the supported activities, the Parties will apply one of the following models:

- **Model A — Project Recipient as invoicing/collecting entity, default model:** The relevant Project Recipient invoices participants, customers or users and collects the Revenues. It then pays the agreed share to EIT Culture & Creativity GmbH according to the FSM conditions and settlement timeline.
- **Model B — EIT Culture & Creativity GmbH as invoicing/collecting entity, merchant of record:** EIT Culture & Creativity GmbH invoices participants, customers or users and collects the Revenues. It then remits the agreed share to the relevant Project Recipient according to the FSM conditions and settlement timeline.

Model B is available only in exceptional cases and subject to prior written approval by EIT Culture & Creativity GmbH, including Finance, Tax and Legal review where applicable. Unless and until such approval is granted, Model A applies.

**2.4 Revenues, where applicable**

For the purpose of this Annex, **"Revenues"** means all income generated directly or indirectly from the activities supported under this Agreement, as further defined in the applicable FSM conditions.

Where the FSM is based on net revenues, the net revenue base and permitted deductions shall be defined in the applicable FSM conditions. Unless otherwise agreed in writing, no deduction shall apply for internal administration, overheads, staff costs or other internal costs, unless explicitly accepted by EIT Culture & Creativity.

Each settlement must clearly indicate the gross revenue, applicable taxes, permitted deductions and resulting net revenue base.

**2.5 VAT and taxes**

1. Each invoicing entity shall issue VAT-compliant invoices in accordance with the applicable local VAT rules and is responsible for assessing the place of supply and any exemptions.
2. The fees or amounts set out under the FSM are exclusive of VAT and similar transaction or indirect taxes, unless expressly stated otherwise.
3. Where EIT Culture & Creativity GmbH invoices, any applicable VAT or transaction taxes will be added in accordance with German/EU VAT law or the relevant local rules, unless an exemption applies. Where the Project Recipient invoices, VAT and transaction taxes are handled by that Project Recipient.
4. The Parties shall cooperate to address refunds, chargebacks, corrections and tax reporting where applicable.

**2.6 Banking details**

All payments under the FSM shall be made in EUR by bank transfer, quoting the Project acronym, Project code and relevant settlement period.

EIT Culture & Creativity GmbH bank account:

- IBAN: **DE35 3705 0198 1900 0514 99**
- BIC/SWIFT: **COLSDE33XXX**
- Bank: **Sparkasse KölnBonn**
- Address: **Im Mediapark 5, 50670 Cologne, Germany**

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Project Recipient bank account details shall be provided separately through the relevant Financial Information Form and/or any other written banking information accepted by the KIC LE.

**2.7 Settlement, timing and reconciliation**

- The settlement frequency, reconciliation reporting deadline, supporting evidence and payment term shall be defined in the applicable FSM conditions.
- Unless otherwise specified, a reconciliation report must be provided to EIT Culture & Creativity by the end of Q2 of the year following the year in which the relevant Revenues were generated.
- The reconciliation report shall include the information required by EIT Culture & Creativity to verify the amounts due under the FSM. Supporting exports from payment processors, platforms, accounting systems or equivalent records may be requested.
- Following receipt and approval of the reconciliation report, EIT Culture & Creativity GmbH may issue an invoice for the amounts due. All invoices are payable within thirty (30) calendar days from the invoice date, unless otherwise specified.
- Late payments shall bear interest in accordance with the Horizon Europe model: at the rate applied by the European Central Bank for its main refinancing operations on the due date, increased by three and a half (3.5) percentage points, calculated daily from the due date until the actual date of payment.

**2.8 Refunds, cancellations and chargebacks**

Refunds, cancellations and chargebacks shall be treated in accordance with the applicable FSM conditions and reflected in the relevant reconciliation report.

**2.9 Records, reporting and audit**

Each Party shall keep verifiable records relating to the FSM for at least five (5) years, unless a longer period applies under this Agreement, the Grant Agreement, applicable law or the specific FSM conditions.

EIT Culture & Creativity GmbH and/or its auditors may review revenue, settlement and supporting records related to the FSM with reasonable notice.

Personal data shall be shared only where necessary for reconciliation, verification, audit or compliance purposes, and in accordance with applicable data protection rules.

**2.10 Branding and communications**

Branding, visibility and logo use must follow this Agreement, the Call and the applicable EIT Culture & Creativity visibility and communication rules.

**2.11 Priority and integration**

Where the FSM is included in this Annex, it forms an integral part of this Agreement.

Where the FSM is regulated in a separate agreement or instrument, the Parties shall comply with that separate agreement or instrument. In case of inconsistency between this Agreement and the FSM agreement or instrument, the order of precedence shall be as defined in this Agreement and/or in the FSM agreement or instrument.

## Annex 2f – Financial information requirements

Each Project Recipient receiving Financial Support shall provide a duly completed and signed **Financial Information Form** in the format required or accepted by the KIC LE, together with any supporting bank account information requested for validation.

The Financial Information Form and any supporting banking documentation shall be submitted separately to the KIC LE and shall not be annexed to this Agreement, unless the KIC LE expressly requires otherwise. Bank detail and financial information are recorded via the Beneficiary Information Form (BIF).

Any change to the bank account details must be notified in writing to the KIC LE and supported by an updated duly completed and signed Financial Information Form and any supporting evidence requested by the KIC LE.

Changes to Financial Information Forms or bank account details will be managed through the BIF and shall not require an amendment to this Agreement, unless the KIC LE determines that the change affects the Parties, the payment structure, the Project budget, the payment schedule or any other element of this Agreement requiring amendment.

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## Annex 3 – General provisions of the Grant Agreement

## Annex 3 – Section 1: IPR rules

### 1.1 General

Further to Article 11 of the Agreement, the following IPR rules apply.

The Project Recipient(s) acknowledge and agree that they shall also comply with EIT Culture & Creativity's IP Policy, as available at https://eit-culture-creativity.eu/about-us/the-library/ or otherwise communicated by the KIC LE, to the extent applicable to the Project.

Further specific IPR rules for the Project may be set out in the Project Management Plan, the Call, the Financial Sustainability Mechanism, where applicable, or any other written arrangement accepted by the KIC LE.

In multi-beneficiary Projects, the Project Recipient(s) involved in the same Project may supplement the provisions of Article 1.2 of Section 1 of this Annex 3 and the EIT Culture & Creativity IP Policy in a consortium agreement, provided that such consortium agreement does not conflict with this Agreement, the Grant Agreement, the Call, the Project Management Plan or the applicable EIT/Horizon Europe rules.

For mono-beneficiary Projects, references to arrangements between Project Recipient(s) shall apply only where relevant.

### 1.2 IPR rules

#### 1.2.1 Definitions

Under this Article 1.2 of Section 1 and, where applicable, Article 2.2 of Section 2 of this Annex 3, the following definitions apply.

**"Access Rights"** shall mean the rights to use results or background IP.

**"Background IP"** shall mean any data, know-how or information — whatever its form or nature, tangible or intangible — including any rights such as intellectual property rights, that is:

(a) held by the Project Recipient(s) before they have entered into the Agreement; and
(b) needed to implement the Project or exploit the results.

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

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

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

**"FAIR Principles"** shall mean findability, accessibility, interoperability and reusability.

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

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

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

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

**"Results"** shall mean any tangible or intangible effect of the Project, such as data, know-how or information, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights.

**1.2.2 Scope of the obligations**

For this Section, references to **Project Recipient(s)** do not include affiliated entities, associated partners, linked third parties, subcontractors or suppliers, unless expressly stated otherwise in the Call, this Agreement or the Project Management Plan.

Any access rights or obligations granted to entities under the same control shall not be interpreted as allowing such entities to implement Project tasks, receive financial support or participate in the Project unless this is expressly allowed under the Call and this Agreement.

**1.2.3 Agreement on background IP — Background free from restrictions**

The Project Recipient(s) must identify in writing the background IP needed for implementing the Project or for exploiting its results.

Where the call conditions restrict participation or control due to strategic interests, autonomy, security or other EU interest reasons, background IP that is subject to control or other restrictions by a country, or by an entity from a country, which is not one of the eligible countries or target countries set out in the call conditions, and that would impact the exploitation of the results, must not be used and must be explicitly excluded from the background agreement, unless otherwise agreed with the KIC LE.

If background IP is subject to third-party rights, the Project Recipient concerned must ensure that it is able to comply with its obligations under this Agreement.

**1.2.4 Results free from restrictions**

Where the call conditions restrict participation or control due to strategic interests, autonomy, security or other EU interest reasons, the Project Recipient(s) must ensure that the results of the Project are not subject to control or other restrictions by a country, or by an entity from a country, which is not one of the eligible countries or target countries set out in the call conditions, unless otherwise agreed with the KIC LE.

**1.2.5 Ownership of results**

Unless otherwise specified in the Call, the Project Management Plan, this Annex 3 or any other written arrangement accepted by the KIC LE, ownership of results shall remain with the Project Recipient(s) that generate them.

Where results are generated jointly by two or more Project Recipient(s), and it is not possible to establish the respective contribution of each Project Recipient or to separate the results for the

purpose of applying for, obtaining or maintaining their protection, the Project Recipient(s) concerned shall agree in writing on the allocation and terms of joint ownership.

The Project Recipient(s) shall ensure that ownership and use of results remain compatible with:

(a) this Agreement;
(b) the Grant Agreement, including Article 16 and Annex 5;
(c) the Call;
(d) the Project Management Plan;
(e) EIT Culture & Creativity's IP Policy;
(f) any applicable FSM obligations; and
(g) any applicable Horizon Europe/EIT rules.

Where the Call or Project Management Plan requires specific rights for the KIC LE over the results, including for portfolio integration, dissemination, education, innovation, business creation, replication, exploitation or financial sustainability purposes, the Project Recipient(s) shall grant such rights under the conditions set out in the Call, the Project Management Plan, this Annex 3 or the relevant FSM arrangement.

**1.2.6 KIC LE licence and use rights, where applicable**

Where required by the Call, the Project Management Plan or the Financial Sustainability Mechanism, the Project Recipient(s) shall grant the KIC LE a non-exclusive, royalty-free licence to use, reproduce, communicate, disseminate, promote and make available the relevant Project results for EIT Culture & Creativity portfolio, communication, dissemination, education, innovation, business creation, monitoring, reporting and impact purposes.

The scope, duration, territory and permitted uses of such licence shall be defined in the Call, the Project Management Plan or the relevant FSM arrangement.

Unless expressly provided otherwise, this licence shall not transfer ownership of the results to the KIC LE and shall not prevent the Project Recipient(s) from exploiting their results.

Commercial use by the KIC LE, if any, shall be subject to the specific conditions set out in the Call, the Project Management Plan, the FSM arrangement or another written agreement between the relevant Parties.

**1.2.7 Protection of results**

The Project Recipient which has received EIT funding must adequately protect its results for an appropriate period and with appropriate territorial coverage if protection is possible and justified, taking into account all relevant considerations, including the prospects for commercial exploitation, the legitimate interests of the other Project Recipient(s) involved in the same Project, and any other legitimate interests.

**1.2.8 Exploitation of results**

The Project Recipient(s) must take measures to exploit their results, either directly or indirectly, in accordance with the Call, the Project Management Plan, the Grant Agreement, EIT Culture & Creativity's IP Policy and any applicable FSM obligations.

Where the Call, the Project Management Plan or the FSM requires continued availability, deployment, commercialisation, market launch, course delivery, replication, scaling, licensing or other exploitation of the results after the end of the Project, the Project Recipient(s) shall comply with those specific obligations for the duration and under the conditions set out in the applicable documents.

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The Project Recipient(s) shall provide information and evidence on exploitation activities where requested by the KIC LE for monitoring, reporting, impact assessment, portfolio management or EIT reporting purposes.

### 1.2.9 Transfer and licensing of results

#### 1.2.9.1 Transfer of ownership

The Project Recipient(s) may transfer ownership of their results, provided this does not affect compliance with their obligations under this Agreement.

The Project Recipient(s) must ensure that their obligations under this Agreement regarding their results are passed on to the new owner and that this new owner has the obligation to pass them on in any subsequent transfer.

In multi-beneficiary Projects, the Project Recipient intending to transfer ownership must inform the other Project Recipient(s) involved in the same Project with Access Rights of the transfer at least 45 days in advance, or less if agreed in writing, unless agreed otherwise in writing or unless impossible under applicable law.

This notification must include sufficient information on the new owner to enable the other Project Recipient(s) involved in the same Project to assess the effects on their Access Rights.

The Project Recipient(s) involved in the same Project may object within 30 days of receiving notification, or less if agreed in writing, if they can show that the transfer would adversely affect their Access Rights. In this case, the transfer may not take place until agreement has been reached between the Project Recipient(s) concerned.

For the avoidance of doubt, affiliated entities are not Project Recipient(s) under this Agreement unless expressly allowed in the Call and this Agreement.

#### 1.2.9.2 Granting licences

The Project Recipient(s) may grant licences to their results, or otherwise give the right to exploit them, including on an exclusive basis, provided this does not affect compliance with their obligations under this Agreement.

In multi-beneficiary Projects, exclusive licences for results may be granted only if all other Project Recipient(s) involved in the same Project concerned have waived their Access Rights, where such Access Rights exist.

#### 1.2.9.3 KIC LE right to object to transfers or licensing

Where the Call conditions provide for a right to object to transfers or licensing, the KIC LE may, up to four years after the end of the Project, object to a transfer of ownership or the exclusive licensing of results if:

(a) the Project Recipient(s) which generated the results have received funding under the Grant Agreement;
(b) the transfer or licence is to a legal entity established in a non-EU country not associated with Horizon Europe; and
(c) the KIC LE considers that the transfer or licence is not in line with EU interests.

The Project Recipient(s) that intend to transfer ownership or grant an exclusive licence must formally notify the KIC LE before the intended transfer or licensing takes place and:

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(a) identify the specific results concerned;
(b) describe in detail the new owner or licensee and the planned or potential exploitation of the results; and
(c) include a reasoned assessment of the likely impact of the transfer or licence on EU interests, in particular regarding competitiveness, ethical principles and security considerations.

The KIC LE may request additional information.

If the KIC LE decides to object to a transfer or exclusive licence, it must formally notify the Project Recipient(s) concerned within 60 days of receiving the notification, or any additional information it has requested.

No transfer or licensing may take place:

(a) pending the KIC LE's decision within the period set out above;
(b) if the KIC LE objects; or
(c) until the conditions are complied with, if the KIC LE objection comes with conditions.

A Project Recipient may formally request the KIC LE to waive the right to object regarding intended transfers or grants to a specifically identified third party, if measures safeguarding EU interests are in place. If the KIC LE agrees, it will formally notify the Project Recipient concerned within 60 days of receiving the notification, or any additional information requested.

**1.2.9.4 Limitations to transfers and licensing due to strategic assets, interests, autonomy or security reasons of the EU and its Member States**

Where the Call conditions restrict participation or control due to strategic assets, interests, autonomy or security reasons, the Project Recipient(s) may not transfer ownership of their results or grant licences to third parties which are established in countries that are not eligible countries or target countries set out in the Call conditions, or, if applicable, are controlled by such countries or entities from such countries, unless they have requested and received prior approval from the KIC LE.

The request must:

(a) identify the specific results concerned;
(b) describe in detail the new owner or licensee and the planned or potential exploitation of the results; and
(c) include a reasoned assessment of the likely impact of the transfer or licence on the strategic assets, interests, autonomy or security of the EU and its Member States.

The KIC LE may request additional information.

**1.2.10 Access rights to results and background**

**1.2.10.1 Exercise of Access Rights — waiving of Access Rights — no sub-licensing**

Requests to exercise Access Rights and the waiver of Access Rights must be in writing.

Unless agreed otherwise in writing with the Project Recipient granting access, Access Rights do not include the right to sub-license.

If a Project Recipient is no longer involved in the Project, this does not affect its obligations to grant access.

If a Project Recipient defaults on its obligations, the other Project Recipient(s) involved in the same Project may agree that the defaulting Project Recipient no longer has Access Rights.

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#### 1.2.10.2 Access rights for implementing the Project

The Project Recipient(s) must grant to the other Project Recipient(s) involved in the same Project access, on a royalty-free basis, to background IP needed to implement their own tasks under the Project, unless the Project Recipient that holds the background IP has, before entering into the Project Management Plan:

(a) informed the other Project Recipient(s) involved in the same Project that access to its background IP is subject to restrictions; or
(b) agreed with the other Project Recipient(s) involved in the same Project that access would not be on a royalty-free basis.

The Project Recipient(s) must grant to the other Project Recipient(s) involved in the same Project access, on a royalty-free basis, to results needed for implementing their own tasks under the Project.

If background IP is subject to rights of a third party, the Project Recipient concerned must ensure that it is able to comply with its obligations under this Agreement.

#### 1.2.10.3 Access rights for exploiting the results

The Project Recipient(s) must grant to the other Project Recipient(s) involved in the same Project access, under Fair and Reasonable Conditions, to results needed for exploiting their results.

The Project Recipient(s) must grant to the other Project Recipient(s) involved in the same Project access, under Fair and Reasonable Conditions, to background IP needed for exploiting their results, unless the Project Recipient that holds the background IP has, before entering into the Project Management Plan, informed the other Project Recipient(s) involved in the same Project that access to its background IP is subject to restrictions.

Requests for access must be made, unless agreed otherwise in writing, up to one year after the end of the Project.

#### 1.2.10.4 Access rights for entities under the same control

Unless agreed otherwise in writing by the Project Recipient involved in the same Project, access to results and, subject to the restrictions referred to above, background must also be granted under Fair and Reasonable Conditions to entities that:

(a) are established in an EU Member State or Horizon Europe Associated Country;
(b) are under the direct or indirect control of a Project Recipient, or under the same direct or indirect control as that Project Recipient, or directly or indirectly controlling that Project Recipient; and
(c) need the access to exploit the results of that Project Recipient.

Unless agreed otherwise in writing, such requests for access must be made by the entity directly to the Project Recipient concerned.

Requests for access must be made, unless agreed otherwise in writing, up to one year after the end of the Project.

For the avoidance of doubt, this Article does not allow such entities to implement Project tasks, receive Financial Support or act as Project Recipient(s), unless expressly allowed under the Call and this Agreement.

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#### 1.2.10.5 Access rights for the KIC LE, EIT, EU institutions, bodies, offices or agencies and national authorities to results for policy purposes — Horizon Europe actions

In Horizon Europe actions, the Project Recipient(s) must grant access to their results, on a royalty-free basis, to the KIC LE, EIT, EU institutions, bodies, offices or agencies, and national authorities where required, for developing, implementing and monitoring EU policies or programmes.

Such Access Rights do not extend to the Project Recipient(s)' background IP.

Such Access Rights are limited to non-commercial and non-competitive use.

#### 1.2.10.6 Additional access rights

Where the Call conditions, the Project Management Plan, the Grant Agreement, the FSM or any other applicable document impose additional Access Rights, the Project Recipient(s) must comply with them.

## Annex 3 – Section 2: Communication, dissemination and visibility rules

### 2.1 General

Further to Article 12 of the Agreement, the following communication, dissemination and visibility rules apply.

Further specific communication, dissemination and visibility rules for the Project may be set out in the Project Management Plan, the Call, the EIT Culture & Creativity communication and visibility guidelines, or any other written instruction issued by the KIC LE.

For mono-beneficiary Projects, references to Project Recipient(s) shall apply to the sole Project Recipient. For multi-beneficiary Projects, the Project Leader shall coordinate communication, dissemination and visibility activities, unless otherwise specified in the Project Management Plan.

### 2.2 Communication and dissemination

#### 2.2.1 Dissemination

#### 2.2.1.1 Dissemination of results

The Project Recipient(s) must disseminate their results as soon as feasible, in a publicly available format, subject to any restrictions due to the protection of intellectual property, security rules, confidentiality, data protection, commercial interests or other legitimate interests.

If a Project Recipient intends to disseminate its results, it must give at least fifteen (15) calendar days' advance notice to the KIC LE and, in multi-beneficiary Projects, to the other Project Recipient(s) involved in the same Project, unless agreed otherwise in writing. The notice must include sufficient information on the results intended to be disseminated.

The KIC LE or another Project Recipient involved in the same Project may object within fifteen (15) calendar days of receiving the notification, unless agreed otherwise in writing, if it can show that its legitimate interests in relation to the results, background IP, confidentiality, security, data protection or exploitation would be significantly harmed.

In such cases, the results may not be disseminated unless appropriate steps are taken to safeguard those interests.

#### 2.2.1.2 Additional dissemination obligations

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Where the Call, the Project Management Plan, the Grant Agreement or any applicable EIT Culture & Creativity guidelines impose additional dissemination obligations, the Project Recipient(s) must comply with them.

### 2.2.2 Open science

#### 2.2.2.1 Open access to scientific publications

Where the Project generates peer-reviewed scientific publications relating to its results, the Project Recipient(s) must ensure open access to those publications, unless otherwise provided in the Call, the Project Management Plan or the applicable Horizon Europe/EIT rules.

In particular, where applicable, the Project Recipient(s) must ensure that:

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

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

Metadata of deposited publications must be open under a Creative Commons Public Domain Dedication (CC0) or equivalent, in line with the FAIR Principles, and provide information at least about the publication, author(s), title, date of publication, publication venue, Horizon Europe or EIT funding, grant/project name, acronym and number, licensing terms, and persistent identifiers for the publication, the authors involved in the Project and, where possible, their organisations and the grant.

Only publication fees in full open access venues for peer-reviewed scientific publications are eligible for reimbursement, where such costs are allowed under the Call, the Project Budget and the applicable eligibility rules.

#### 2.2.2.2 Research data management

Where the Project generates digital research data, the Project Recipient(s) must manage such data responsibly, in line with the FAIR Principles and the applicable Horizon Europe/EIT rules.

Where required by the Call, the Project Management Plan or the KIC LE, the Project Recipient(s) must:

- establish and regularly update a data management plan;
- deposit the data in a trusted repository as soon as possible and within the deadlines set out in the data management plan;
- where required in the Call conditions, use a repository federated in the European Open Science Cloud, in compliance with EOSC requirements;
- ensure open access to the deposited data, as soon as possible and within the deadlines set out in the data management plan, under the latest available version of the Creative Commons Attribution International Public Licence (CC BY), Creative Commons Public Domain Dedication (CC0), or a licence/dedication with equivalent rights;

- follow the principle “as open as possible, as closed as necessary”.

Open access to data may be restricted where this would:

- be against the Project Recipient’s legitimate interests, including commercial exploitation;
- conflict with intellectual property protection, confidentiality, security, data protection or ethical requirements;
- be contrary to EU competitive interests or the Project Recipient’s obligations under this Agreement.

If open access is not provided to some or all data, this must be justified in the data management plan or in another document accepted by the KIC LE.

Metadata of deposited data must be open under CC0 or equivalent, to the extent legitimate interests and constraints are safeguarded, in line with the FAIR Principles, and provide information at least about the datasets, date of deposit, author(s), repository or venue, embargo, Horizon Europe or EIT funding, grant/project name, acronym and number, licensing terms and persistent identifiers.

**2.2.3 Plan for exploitation and dissemination of results including communication activities**

Unless excluded by the Call conditions, the Project Recipient(s) must provide and regularly update a plan for the exploitation and dissemination of results, including communication activities.

This plan may be included in the Project Management Plan or submitted separately, as required by the KIC LE.

**2.3 Visibility rules**

**2.3.1 European flag, EIT visibility and funding statement**

When engaging in communication, dissemination, promotion or visibility activities related to the Project, the Project Recipient(s) must follow the applicable EIT and EIT Culture & Creativity branding, communication and visibility rules, including the EIT Community Brand Book and any EIT Culture & Creativity co-branding guidelines.

In particular, activities funded through EIT grants must follow the applicable Grant Agreement requirements and display the European flag/emblem and the relevant funding statement, translated into local languages where appropriate:







The Project Recipient(s) must also display the EIT Culture & Creativity logo and, where applicable, the EIT logo, in accordance with the visual identity and co-branding rules communicated by the KIC LE.










The following statement must be used where applicable:

*"EIT Culture & Creativity is supported by the European Institute of Innovation and Technology (EIT), a body of the European Union."*

The emblem and the EIT Culture & Creativity logo must remain distinct and separate and may not be modified by adding other visual marks, brands or text, unless expressly allowed by the applicable branding rules.

When the EU emblem, EIT logo or EIT Culture & Creativity logo are displayed together with other logos, including logos of Project Recipient(s), sponsors or partners, they must be displayed at least as prominently and visibly as the other logos, unless the applicable branding rules provide otherwise.

The Project Recipient(s) shall comply with any co-branding obligations, monitoring processes and visibility requirements provided by EIT Culture & Creativity.

### 2.3.2 Quality of information and disclaimer

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

Unless otherwise instructed by the KIC LE, communication and dissemination materials must include the following disclaimer, translated into local languages where appropriate:

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

Where a different disclaimer is required by the Call, the Grant Agreement, EIT, the European Commission or the KIC LE, the Project Recipient(s) must use the applicable wording.

### 2.3.3 Use of names, logos or trademarks

Nothing in this Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name, logo, trademark or visual identity of the KIC LE, EIT, the European Union, the European Commission or any other Project Recipient without prior written approval, except where such use is expressly required under the visibility rules applicable to the Project.

## Annex 3 – Section 3: Record keeping

### 3.1 General

In addition to the provisions of Article 13 of the Agreement, the Project Recipient(s) must keep adequate records and supporting documents to justify the amounts declared, the work implemented, the outputs achieved and the fulfilment of the applicable conditions.

The following rules apply:

(a) **For actual costs:** the Project Recipient(s) must keep adequate records and supporting documents to prove the costs declared, such as contracts, subcontracts, invoices, accounting records and proof of payment. The Project Recipient's usual accounting and internal control procedures must enable direct reconciliation between the amounts declared, the amounts recorded in their accounts and the amounts stated in the supporting documents.

(b) **For flat-rate costs and contributions, where applicable:** the Project Recipient(s) must keep adequate records and supporting documents to prove the eligibility of the costs or contributions to which the flat rate is applied.

(c) **For simplified costs and contributions, where applicable:** the Project Recipient(s) do not need to keep specific records on the actual costs incurred, but must keep:

- for unit costs and contributions: adequate records and supporting documents to prove the number of units declared;
- for lump sum costs and contributions: adequate records and supporting documents to prove proper implementation of the work as described in the Project Management Plan;
- for financing not linked to costs: adequate records and supporting documents to prove the achievement of the results or the fulfilment of the conditions described in the Project Management Plan.

(d) **For unit, flat-rate and lump sum costs and contributions according to usual cost accounting practices, where applicable:** the Project Recipient(s) must keep adequate records and supporting documents to prove that their cost accounting practices have been applied in a consistent manner, based on objective criteria, regardless of the source of funding, and that they comply with the eligibility conditions set out in Article 6.3 and Annex 1 of this Agreement, reflecting, where applicable, Article 6 of the KIC LE Grant Agreement. (e) **For personnel costs, where applicable:** time worked for the Project must be supported by monthly declarations signed by the person and their supervisor, unless another reliable time-recording system is in place. The KIC LE, EIT or the granting authority may accept alternative evidence supporting the time worked for the Project if it offers an adequate level of assurance.

The records and supporting documents must be made available upon request or in the context of checks, reviews, audits, investigations, litigation or other procedures.

If there are ongoing checks, reviews, audits, investigations, litigation or other procedures, the Project Recipient(s) must keep these records and supporting documents until the end of those procedures.

The Project Recipient(s) must keep the original documents. Digital and digitalised documents are considered originals if they are authorised as such under the applicable national law. The KIC LE may accept non-original documents if they offer a comparable level of assurance.

The Project Recipient(s) must keep all relevant records, supporting documents and information relating to the Project for five (5) years after the final payment under the KIC LE Grant Agreement No. 101264271, unless a longer retention period is required under this Agreement, applicable law, or in connection with ongoing checks, reviews, audits, investigations, litigation or other procedures, in which case the relevant records and documents must be retained until the conclusion of those procedures.

### 3.2 Consequences of non-compliance

If a Project Recipient breaches any of its obligations under this Section, costs or contributions insufficiently substantiated may be considered ineligible and rejected, and the Financial Support may be reduced, deducted or recovered.

For lump sum funded Projects, failure to keep adequate records demonstrating proper implementation of the work, outputs, milestones, deliverables, KPIs or conditions may lead to reduction, rejection or recovery of the corresponding Financial Support.

Such breaches may also lead to other measures described in this Agreement.

## Annex 3 – Section 4: Checks, reviews, audits and investigations

Further to Article 14 of the Agreement, the following shall apply.

### 4.1 Cooperation and access

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The Project Recipient(s) expressly agree to cooperate diligently with the KIC LE, EIT, the European Commission, OLAF, EPPO, the European Court of Auditors, and any other authorised body.

The Project Recipient(s) must provide all information requested, in addition to deliverables and reports already submitted, including information on the use of resources, implementation of activities, achievement of milestones, deliverables, KPIs, outputs and results, and compliance with the obligations under the Agreement.

The Project Recipient(s) must provide access to their sites and premises, including access for outside experts, auditors or reviewers appointed by the KIC LE, EIT, the European Commission or any other authorised body.

The Project Recipient(s) must ensure that the requested information is readily available. Information provided must be accurate, precise, complete and submitted in the format requested, including electronic format where required.

The Project Recipient(s) must also give access to relevant data processing systems, bodies, staff, subcontractors, suppliers and external persons or bodies involved in the Project, to the extent necessary for checks, reviews, audits, investigations or verification of compliance.

**4.2 Retention of information**

The Project Recipient(s) must keep all relevant records, supporting documents and information relating to the Project for five (5) years after the final payment under the KIC LE Grant Agreement No. 101264271, unless a longer retention period is required under this Agreement, applicable law, or in connection with ongoing checks, reviews, audits, investigations, litigation or other procedures, in which case the relevant records and documents must be retained until the conclusion of those procedures.

**4.3 Third-party access**

The Project Recipient(s) must ensure that the KIC LE, EIT, the European Commission, OLAF, EPPO, the European Court of Auditors and any other authorised body can exercise their rights also towards subcontractors, suppliers or other third parties involved in the Project, in accordance with Article 5.4 of the Agreement.

The Project Recipient(s) remain responsible for ensuring that the required access, information and cooperation are provided.

## Annex 3 – Section 5: Ethics and values

Further to Article 16 of the Agreement, the following shall apply.

**5.1 Ethics and research integrity**

The Project Recipient(s) must carry out the Project in compliance with:

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

No Financial Support or EIT funding may be granted, within or outside the EU, for activities that are prohibited in all Member States.

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No Financial Support or EIT funding may be granted in a Member State for an activity which is forbidden in that Member State.

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

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

The Project Recipient(s) must ensure that the activities under the Project do not:

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

Projects involving research on human embryos or human embryonic stem cells may be carried out only if the KIC LE has obtained explicit written approval from EIT.

Where research activities are carried out, the Project Recipient(s) must respect the European Code of Conduct for Research Integrity.

This implies compliance with the following principles:

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

The Project Recipient(s) must ensure that persons carrying out research tasks follow good research practices, including ensuring, where possible, openness, reproducibility and traceability, and refrain from research integrity violations described in the European Code of Conduct for Research Integrity.

Projects raising ethical issues must comply with any additional requirements formulated by ethics panels, reviewers, competent authorities, the KIC LE, EIT or the European Commission, including after checks, reviews or audits.

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

The documents must be kept on file and submitted upon request by the KIC LE or EIT. If they are not in English, they must be submitted together with an English summary showing that the documents

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cover the Project tasks in question and including the conclusions of the committee or authority concerned, where applicable.

**5.2 Values**

The Project Recipient(s) must commit to and ensure respect for basic EU values, including respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities.

The Project Recipient(s) must not engage in activities that conflict with these values in the context of the Project.

**5.3 Gender mainstreaming**

The Project Recipient(s) must take appropriate measures to promote equal opportunities between women and men in the implementation of the Project and, where applicable, in line with their gender equality plan or the gender equality requirements set out in the Call.

The Project Recipient(s) must aim, to the extent possible, for gender balance at all levels of personnel assigned to the Project, including supervisory and managerial levels.

Where relevant to the content of the Project, the Project Recipient(s) must consider the gender dimension in project design, implementation, monitoring, dissemination and exploitation.

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## Annex 4 - Consortium composition requirements and roles

### 4.1 General

This Annex sets out the composition requirements applicable to the Project and the roles of the Project Recipient(s), including, where applicable, the Project Leader, Project Participants, individual team members, commercial members, delivery partners and participants without financial support.

The specific composition requirements applicable to the Project are those set out in the Call, the approved application and this Annex. The Project Recipient(s) shall comply with these requirements throughout the duration of the Project.

Where this Agreement concerns a mono-beneficiary Project, references to the Project Leader shall be understood as references to the sole Project Recipient.

Where this Agreement concerns a team of individuals, references to the Project Leader shall be understood as references to the Lead Applicant or Team Lead identified in the application and in this Annex.

Where this Agreement concerns a multi-beneficiary Project, the Project Leader shall act on behalf of the Project Participants towards the KIC LE, without prejudice to the individual obligations and liabilities of each Project Participant under this Agreement.

### 4.2 Project composition requirements

The Project shall comply with the following composition requirements:

**Option A – Multi-beneficiary consortium**

The Project Consortium shall at all times consist of at least [X] independent legal entities established in [eligible countries], as follows:

- [insert required entity type / role, e.g. one SME or micro-enterprise as innovation developer];
- [insert required entity type / role, e.g. one HEI / VET provider / research organisation / cultural institution / business entity];
- [insert any additional required member, if applicable];
- [insert any Knowledge Triangle Integration, sectoral, territorial or call-specific requirement].

The Project Leader shall be [insert required type of entity, if applicable].

**Option B – Mono-beneficiary legal entity**

The Project shall be implemented by one single legal entity acting as sole Project Recipient. The sole Project Recipient shall have full responsibility for the implementation of the Project and for compliance with this Agreement.

**Option C – Individual applicant**

The Project shall be implemented by one individual applicant acting as sole Project Recipient. The individual applicant shall have full responsibility for the implementation of the Project and for compliance with this Agreement.

**Option D – Team of individuals**

The Project shall be implemented by a team of individuals, represented by the Lead Applicant / Team Lead identified in this Agreement. The Lead Applicant / Team Lead shall act as the main contact point

towards the KIC LE and shall be responsible for coordinating the team and ensuring compliance with this Agreement, unless otherwise specified in the Call or this Agreement.

The team members and their roles are identified in Section 4.6 below. Team members may only receive financial support where this is expressly allowed in the Call, the approved application and this Agreement.

**Option E – Participants without financial support, where applicable**

Participants without financial support may contribute to the Project only where they are identified in the approved application, the Project Management Plan or this Annex. They shall not receive EIT Culture & Creativity financial support under this Agreement and shall not be entitled to claim costs or contributions, unless this Agreement is amended or otherwise expressly accepted by the KIC LE in writing.

**4.3 The Project Leader / Lead Applicant / sole Project Recipient**

For all purposes of this Agreement, the Project Leader / Lead Applicant / sole Project Recipient has the responsibility to ensure that the Project is implemented in accordance with this Agreement, the Call, the approved application and the Project Management Plan.

Its coordination role includes the following duties:

- representing and acting as the main contact point towards the KIC LE and, where applicable, EIT;
- coordinating the implementation of the Project activities;
- ensuring that the Project is implemented in accordance with the approved scope, work plan, milestones, deliverables, KPIs, budget and payment schedule;
- ensuring timely submission of reports, deliverables, KPI evidence and any other required documentation;
- coordinating communication with the other Project Recipient(s), team members or participants involved in the Project, where applicable;
- ensuring that information submitted to the KIC LE is complete, accurate and consistent;
- communicating and disseminating Project results, outcomes and impacts in accordance with this Agreement;
- promptly informing the KIC LE of any issue, delay, change or risk that may affect the Project, the eligibility of the Project Recipient(s), the achievement of KPIs or the availability of funds.

In multi-beneficiary Projects, these provisions do not prevent the Project Leader from seeking relief, contribution or indemnity from the other Project Participants under a consortium agreement or other internal arrangement, provided that such arrangement does not conflict with this Agreement.

**4.4 Project Participants / team members**

Project Participants are the legal entities, individuals or other allowed participants identified in this Annex and in the approved Project Management Plan as contributing to the implementation of the Project.

Each Project Participant shall:

- carry out its assigned tasks in accordance with this Agreement, the approved application and the Project Management Plan;
- contribute actively to the achievement of the Project objectives, milestones, deliverables and KPIs;
- provide the Project Leader / Lead Applicant with all information and documentation needed for monitoring, reporting, financial verification, audits, checks and reviews;
- comply with the applicable eligibility, ethics, visibility, confidentiality, data protection, IPR, record-keeping, audit and reporting obligations;
- promptly inform the Project Leader / Lead Applicant and the KIC LE of any issue that may affect its eligibility, participation, implementation capacity or compliance with this Agreement.

In multi-beneficiary Projects, each Project Participant confers to the Project Leader the responsibility of acting as main contact point towards the KIC LE during the implementation of the Project, without prejudice to the direct obligations of each Project Participant under this Agreement.

In team-based Projects, each team member shall comply with the obligations assigned to them under the Project Management Plan and shall cooperate with the Lead Applicant / Team Lead and the KIC LE.

**4.5 Specific roles, where applicable**

Where required by the Call or the approved Project Management Plan, the Project may include specific roles such as:

- **Commercial Member:** a business entity or organisation contributing to market relevance, business model development, commercialisation, scaling, investment readiness and/or the Financial Sustainability Mechanism.
- **Delivery Partner:** an entity or individual responsible for delivering specific programme, training, incubation, acceleration, mentoring, piloting, validation or implementation activities.
- **Participant without financial support:** an entity or individual contributing to the Project without receiving financial support from the KIC LE.
- **Supporting organisation / mentor / expert / ecosystem partner:** a contributor involved in specific activities, subject to the limits set out in the Call, the approved application and this Agreement.

Such roles do not create any entitlement to receive financial support unless expressly stated in the Call, the approved application, the Project Budget and this Agreement.

Unless expressly allowed in the Call and this Agreement, affiliated entities, associated partners, linked third parties or other third-party implementation structures are not permitted.

**4.6 Changes to the Project composition**

Any change to the Project composition, including the replacement, withdrawal or addition of a Project Recipient, Project Participant, team member, commercial member, delivery partner or participant without financial support, is subject to prior written approval by the KIC LE.

The KIC LE may reject a proposed change where it affects the eligibility of the Project, the fulfilment of the call requirements, the evaluation or selection decision, the Project's implementation capacity, the achievement of KPIs, the Financial Sustainability Mechanism, or compliance with this Agreement.

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Where the change affects the Project Budget, payment schedule, work plan, milestones, deliverables, KPIs, legal status or eligibility of any Project Recipient, the KIC LE may require an amendment to this Agreement and/or to the Project Management Plan.

**4.7 Entities affected by EU restrictive measures or specific eligibility restrictions**

Where one or several Project Recipient(s) or Project Participant(s) are affected by EU restrictive measures, Horizon Europe restrictions, EIT-specific eligibility restrictions, or Council Implementing Decision 2022/2506, any financial support allocated to them shall be subject to the applicable restrictions, prior approval by EIT where required, or the lifting of the relevant restrictions.

The participation of such Project Recipient(s) or Project Participant(s) without EU/EIT funding shall not be affected unless provided otherwise by EU legislation, EIT rules, the Call or this Agreement.

The Project Recipient(s) must immediately inform the KIC LE of any circumstance that may affect their eligibility or the legality of entering into or continuing this Agreement.

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## Annex 5 - Reports and monitoring evidence

The Project shall follow the standard yearly reporting and payment cycle described in Annex 5 and the **EIT Culture & Creativity Guidelines for Project Implementation and Monitoring**, unless the Call, Project Management Plan or a project-specific written instruction provides otherwise. Yearly reporting normally covers each calendar year and shall be submitted within the deadlines specified in Annex 2e, unless the applicable Call or an approved project-specific arrangement expressly provides otherwise. The **final yearly reporting package** covers the calendar year in which the Project ends and is used for Project closure and calculation of the final balance. A **mid-year review** may be conducted on the basis of implementation and cost information requested by the KIC LE and may lead to corrective actions or proposed contractual changes. Continuous reporting and evidence may be required through the designated reporting platform throughout implementation.

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## Annex 6 – Declaration of honour[2]

The Declaration of Honour shall be duly completed and signed by each Project Recipient receiving Financial Support under this Agreement, using the template provided by the KIC LE.

For multi-beneficiary Projects, each Project Recipient receiving Financial Support shall submit a signed Declaration of Honour through its authorised representative.

For mono-beneficiary Projects, the sole Project Recipient shall submit a signed Declaration of Honour through its authorised representative or, where the Project Recipient is an individual, in their own name.

For Projects involving individuals or teams without legal personality, the Declaration of Honour shall be signed by the Lead Applicant / Team Lead and, where required by the Call or the KIC LE, by each individual team member receiving Financial Support or carrying out relevant Project tasks.

The Declaration of Honour shall confirm, among other things, that the relevant Project Recipient, individual applicant or team member is not subject to exclusion grounds, restrictive measures or other circumstances that would prevent them from receiving Financial Support or participating in the Project.

The signed Declaration(s) of Honour shall be annexed to this Agreement or otherwise submitted and retained as part of the contractual file, as required by the KIC LE. The KIC LE may request updated Declaration(s) of Honour at any time during the implementation of the Project where this is necessary to verify continued eligibility or compliance.

The Agreement shall become valid and enforceable only upon its proper execution by all required signatories and submission of the required Declaration(s) of Honour, unless the KIC LE expressly accepts another written arrangement.

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[2] Available under the following link: https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/how-to-participate/reference-documents;programCode=HORIZON, ''Templates & forms'' > "Grant agreement preparation templates", ''Declaration of honour (DoH) for beneficiaries''

## Annex 7 - Optional declarations

### Annex 7 - Section 1: Declaration on joint and several liability of affiliated entities

[Insert where affiliated entities are used and Legal confirms that joint and several liability is required.]

### Annex 7 - Section 2: Project Participants without financial support

This Section applies only where the applicable Call expressly permits a Project Participant to participate as a contracting member of the consortium without receiving financial support under this Agreement. Such a Project Participant shall be distinguished from an Associated Partner under Article 5.4, which participates as a third party and is not a Party to this Agreement.

Each Project Participant without financial support shall be identified below and shall sign this Agreement directly or through a duly authorised representative acting under a valid mandate. Such Project Participants shall be bound by the contractual obligations applicable to their roles, excluding provisions relating exclusively to the receipt, use, reporting or reimbursement of financial support. Their participation shall count towards minimum consortium composition requirements only where expressly permitted by the applicable Call.

Where all non-funded participants are classified as Associated Partners, this Section shall not apply.

| Participant without financial support | Role / contribution | Obligations applicable | Signature / authorised representative |
|---|---|---|---|
| [Participant] | [insert] | [confidentiality, IP, reporting input, visibility, audits, ethics, etc.] | |

## Annex 8 - Optional lump sum work package acceptance table

| WP | Lump sum amount | Deliverables / milestones assigned to WP | Acceptance evidence | Payment linked to WP |
|---|---|---|---|---|
| WP1 | [EUR] | [D1.1, D1.2, M1] | [accepted deliverables, review report, KPI evidence] | [payment / percentage] |
| WP2 | [EUR] | [D2.1, D2.2, M2] | [accepted deliverables, review report, KPI evidence] | [payment / percentage] |

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