LAUDS Factories

Co-funded by the European Union, 2024-2026, GA 101135986

Local Accessible Urban Digital and Sustainable Factories: New European Bauhaus Approach to Open and Decentralised Urban Manufacturing

#2 OPEN CALL | LAUDS REPLICATION

SUB-GRANT AGREEMENT

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#2 OPEN CALL | LAUDS REPLICATION

Subject: Sub-Grant Agreement (SGA)

Call: oc2-2025-LAUDSREP-01

Sub-Grant Agreement nº: *internal reference of the project approved*.

Title of the Experiment: *name of the project approved*.

The following Parties:

TECHNISCHE UNIVERSITAT BERLIN (TUB) – LAUDS Factories' Project Coordinator

and

INSTITUT POLYTECHNIQUE DE GRENOBLE (GINP), HELMUT SCHMIDT UNIVERSITAT UNIVERSITAT DER BUNDESWEHR HAMBURG (HSU), UNIVERSITE DE LORRAINE (UL), ZENTRUM FUR SOZIALE INNOVATION GMBH (ZSI), INOVA+ - INNOVATION SERVICES, SA (INOVA), MAKER (MAK), Mekanika SRL (MEK), Taller para la Materialización y Desarrollo de Conceptos (TMDC), NON-GOVERNMENTAL ORGANIZATION METALAB (MLAB), STICHTING DYNE. ORG (DYNE), BAUHAUS-UNIVERSITAET WEIMAR (BUW), FAB CITY HAMBURG EV (FCHH), HIWW HAMBURGER INSTITUT FUR WERTSCHWERTSCHOPFUNGSSYSTEMATIK UND WISSENSMANAGEMENT UG (HAFTUNGSBESCHRANKT) (HIWW) - *Consortium partners all hereinafter jointly referred as Consortium/Consortium partners*.

The Consortium of the ***LAUDS Factories - Local Accessible Urban Digital and Sustainable Factories: New European Bauhaus Approach to Open and Decentralised Urban Manufacturing*** [1] project is represented for the purpose of signing this SGA by:

- the **Project Coordinator TECHNISCHE UNIVERSITAT BERLIN (TUB)**, with legal address at Strasse des 17 Juni 135, Berlin 10623, Germany, VAT number: [……] ***(hereinafter referred to as the CONTRACTOR)***
- and by the **LAUDS Factory,** *Name of the Entity]*, legal entity organized under the laws of *[country]*, with its registered office at [……], [Country], with VAT number [……] ***(hereinafter referred to as the HOST)***;

and

the hybrid team of the *[name of the project selected]* selected in the #2 OPEN CALL | LAUDS REPLICATION (oc2-2025-LAUDSREP-01) and described in the application form submitted in the above-mentioned Open Call, which is composed by:

- *[Name of the Entity]*, legal entity organized under the laws of *[country]*, with its registered office at [……], [Country], with VAT number [……], represented by [name, surname and position],

[1] Grant agreement nº 101135986, funded by the European Union through the European Commission programme Horizon Europe.

- and *[Name of the Entity]*, legal entity organized under the laws of *[country]*, with its registered office at [……], [Country], with VAT number [……], represented by [name, surname and position]

(hereinafter referred to as the BENEFICIARY).

[if additional entities form the consortium, information about each of the participating entities should be included]

Hereinafter, CONTRACTOR, HOST and BENEFICIARY each individually referred to as a PARTY and collectively as Parties,

have agreed to enter into agreement with the terms and conditions below, including those in the following annexes, which form an integral part of this Sub-Grant Agreement.

TERMS AND CONDITIONS

ARTICLE 1. Subject of the Sub-Grant Agreement

This Sub-Grant Agreement (SGA) sets out the rights and obligations and the terms and conditions applicable to the grant awarded to the Beneficiary for implementing the Experiment set out in Article 2. By signing the SGA, the Beneficiary accepts the grant and agrees to implement the Experiment, acting on their responsibility.

The present SGA does not create a joint-venture company and under no circumstances be considered as a holding between the parties. The responsibility of each Party is strictly limited to the conditions mentioned in this SGA, particularly the conditions of take by each Party to any other third party.

ARTICLE 2. Entry into force, implementation period and termination

The grant is awarded for the Experiment entitled [*"name of the project selected"*], as described in Annex 1 – Description of the Experiment.

The Experiment runs for **##** **months** starting on a fixed date, **DD/MONTH/YYYY**, when the SGA enters into force.

The Beneficiary may apply for an extension (up to a maximum of one month as the total duration) of the Experiment Period if there are objective conditions which prevent its implementation in time. The Beneficiary's request should indicate the circumstances justifying the extension and the period for which the project should be extended. The circumstances of extension will be assessed by the Selection Committee.

The SGA will end upon one of the following conditions:

- after delivery of all expected outcomes specified in Annex 1 – Description of the Experiment and final payment by the Contractor. The foreseen date of completion is [XXX].
- in the case of termination initiated by the Contractor in the conditions specified in Article 4. In this case, no other payment will be due by the Contractor to the Beneficiary and all Parties give up any pursuit exercised against one or several other Parties for a direct or indirect damage incurred by the partial or total non-fulfillment of the measures of the present SGA.

ARTICLE 3. Obligations and Responsibilities

3.1 Obligations and Responsibilities of the Contractor

The Contractor, or another partner of the LAUDS Factories project nominated by it, will monitor the execution of the Experiment, acknowledge receipt and validate the content of the planned deliverables.

The Contractor will also manage the related payments to the Beneficiary with a maximum delay of 45 days after validation.

3.2 Obligations and Responsibilities of the Host

The Host will provide the Beneficiary, within the limits of the needs of the Experiment, with the elements of the LAUDS Factory in the forms and at deadlines conformant to the workplan and will assist Beneficiary in documenting the Experiment.

It will also provide the Beneficiary with the foreseen hosting infrastructure and resources as described in the #2 Open Call | LAUDS Replication (oc2-2025-LAUDSREP-01) and described in Annex 2 - Open Call Documentation. It undertakes to make its best efforts to assure the success of the Experiment.

3.3 Obligations and Responsibilities of the Beneficiary

The obligations and responsibilities of the Beneficiary are defined in detail in Annex 1 - Description of the Experiment, and the Annex 2 - Open Call Documentation.

By signing this SGA, the Beneficiary declares they meet the eligibility conditions for participation in LAUDS Exploration initiative, as defined in the #2 Open Call | LAUDS Replication (oc2-2025-LAUDSREP-01) as detailed in the Guidelines for Applicants.

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

The Beneficiary is responsible for any act or omission that causes damage to the Contractor, other partner of LAUDS Factories consortium members, and/or the EC in relation to this SGA. The Beneficiary shall bear sole responsibility for ensuring that their acts within the framework of this SGA do not infringe on third parties' rights. Neither the Contractor, the Host nor the EC can be held liable for any acts or omissions of the Beneficiary in relation to this SGA.

ARTICLE 4. Breach of Contractual Obligations

In the event of the breach of the contractual obligations by the Beneficiary, the Contractor reserves the right to claim the Beneficiary the full refund of all payments made to the Beneficiary up to date.

The breach of the contractual obligations by the Beneficiary shall be determined by the Contractor. Not participation in the activities foreseen for the implementation of the Experiment (unless in the case of Force Majeure) or participating in them in a manner which intentionally disrupts the expected outcomes, shall be deemed as breach of the contractual obligations by the Beneficiary.

The provision of false or misleading declarations by the Beneficiary or any unsolved situation of conflict of interest also constitute examples of breach of contractual obligations by the Beneficiary.

ARTICLE 5. Grant and Financial Provisions

5.1 Maximum grant

The maximum grant amount provided by the Contractor to the Beneficiary is EUR xxxxxx (xxxxxx Euros) paid as a lump sum following the conditions set out in this SGA and its Annexes.

5.2 Payment of the grant

Payment of the grant amount will be made in three payments in the form of a lump sum, intended to support the Beneficiary's implementation of the activities, including personnel costs, travel costs, equipment/tech consumables costs (depreciation) and, whenever required, overheads and subcontracting.

Payment Schedule: The first payment (40%) with the SGA signature, a second payment (40%) with an interim assessment, and then the remaining amount (20%) after the completion of the activities, with the achievement of agreed milestones and deliverables.

The Beneficiary is responsible for complying with any tax and legal obligations that might be attached to this financial contribution.

The hybrid team of the [*"name of the project selected"*] nominates "*[Name of the Entity]*" as the leader of the consortium and recipient of the funds, which will receive the payment from the Contractor and is responsible for the distribution among the hybrid team members. All payments shall be made to the Beneficiary's bank account, denominated in euros, as indicated in Annex 3 – Bank Account Information.

The cost of payment transfers will be borne as follows:

- the Contractor bears the cost of transfers charged by its bank;
- the Beneficiary bears the cost of transfers charged by its bank;
- the party causing a repetition of a transfer bears all costs of the repeated transfer.

5.3 Suspension of payment of the grant

The Contractor may at any moment suspend, in whole or in part, the pre-financing payment, the interim payment or the payment of the balance for the Beneficiary:

- if the Contractor has evidence that the Beneficiary has committed irregularities, fraud or breach of obligations in the award procedure or while implementing the SGA;
- if the Contractor has evidence that the Beneficiary has committed systemic or recurrent irregularities, fraud or serious breach of obligations in other grants funded by the European Union awarded to the beneficiary under similar conditions and such irregularities, fraud or breach of obligations have a material impact on this grant; or
- if the Contractor suspects irregularities, fraud or breach of obligations committed by the Beneficiary in the award procedure or while implementing the SGA and needs to verify whether they have actually occurred.

Before suspending payments, the Contractor must send a formal notification to the Beneficiary informing them of its intention to suspend payments; the reasons for suspension; and, when applicable, the conditions that need to be met for payments to resume; inviting the Beneficiary to submit observations within 30 calendar days of receiving the formal notification.

If the Contractor does not receive observations or decides to pursue the procedure despite the observations it has received, it must send a formal notification to the Beneficiary informing them of the suspension of payments; the reasons for suspension; the final conditions under which payments may resume; and, when applicable, the indicative date of completion of the necessary verification.

The suspension takes effect on the day the Contractor sends formal notification of suspension.

Otherwise, the Contractor must send a formal notification to the Beneficiary informing them that it is not continuing with the suspension procedure.

During the period of suspension of payments, the Beneficiary is not entitled to submit any request for payments nor supporting documents. The corresponding request for payments and supporting documents may be submitted as soon as possible after the resumption of payments or may be included in the first request for payment due following the resumption of payments.

The suspension of payments does not affect the right of the Contractor to suspend the implementation of the Experiment or to terminate the SGA.

In order for the Contractor to resume payments, the Beneficiary must meet the notified conditions as soon as possible and must inform the Contractor of any progress made. If the conditions for resuming payments are met, the suspension will be lifted. The Contractor will send a formal notification to the Beneficiary informing them of this.

5.4 Use of the grant amount and recovery

The Beneficiary commits to the proper use of the funding, for the purposes of carrying out the #2 Open Call | LAUDS Replication (oc2-2025-LAUDSREP-01), in compliance with its description reflected in Annex 1, and in accordance with Annex 2 – Open Call Documentation.

If, based on an audit, the EC seeks to recover contributions from the Contractor of financial contributions made to the Beneficiary under this SGA, due to misuse of the funding received, the Beneficiary agrees to repay such amounts to the Contractor.

ARTICLE 6. Insurances

All Parties shall take out adequate insurance of all risks associated with the travels undertaken in the scope of the implementation of the Experiment, and for any piece of equipment they will bring respectively into the implementation of the activities within the [“*name of the project selected*”].

ARTICLE 7. Confidentiality and Ethics

During the implementation of the Experiment and for five years after the final payment, the parties must treat with confidentiality any confidential information and documents. The parties must handle classified information in accordance with the applicable EU, international or national law on classified information (in particular, Decision 2015/444 and its implementing rules).

The parties may only use confidential information and documents for a reason other than to fulfil their obligations under the SGA if they have first obtained the prior written agreement of the other party.

The Beneficiary may disclose sensitive information to their personnel or other participants involved in the Experiment only if they need to know it in order to implement the SGA and are bound by an obligation of confidentiality.

The confidentiality obligations no longer apply if:

- the disclosing party agrees to release the other party;
- the information becomes publicly available, without breaching any confidentiality obligation;
- the disclosure of sensitive information is required by EU, international or national law.

The Experiment must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles.

ARTICLE 8. Intellectual Property Rights

8.1 General principles

The Beneficiary must inform the Contractor and the Host about background data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that is held by the Beneficiary before they acceded to the SGA and needed to implement the Experiment or exploit the results. If the background is subject to the rights of a third party, the Beneficiary must ensure that it is able to comply with its obligations under the SGA.

The Contractor has the right to use non-sensitive information relating to the Experiment and materials and documents received from the beneficiaries (notable summaries for publication, deliverables, as well as any other material, such as pictures or audio-visual material, in paper or electronic form) for information, communication, dissemination and publicity purposes during the Experiment or afterwards.

8.2 Ownership of the data

The ownership of the data provided by the any entity from LAUDS Factories consortium, including the Host, or any other data source or provider will be always from the Party providing the data.

The Contractor does not obtain ownership of the results produced under the Experiment. If the Experiment results in the generation of data, the ownership of the generated data will be always from the Party generating the data, unless the Parties agree any specification.

'Results' means any tangible or intangible effect of the Experiment, 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.

ARTICLE 9. Data Protection

Any personal data under the SGA will be processed under the responsibility of the data controller of the Contractor in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons concerning the processing of personal data and on the free movement of such data.

The Beneficiary must process personal data under the SGA in compliance with the applicable EU, international and national law on data protection (in particular, Regulation 2016/67919). The Beneficiary must ensure that personal data is:

- processed lawfully, fairly and in a transparent manner in relation to the data subjects;
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- accurate and, where necessary, kept up to date;

- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data is processed and;
- processed in a manner that ensures appropriate security of the data.

The Beneficiary may grant their personnel access to personal data only if it is strictly necessary for implementing, managing, and monitoring the SGA, but must ensure that the personnel is under a confidentiality obligation.

ARTICLE 10. Dissemination, Visibility and Compulsory Credits

The Beneficiary must promote the Experiment and its results by providing targeted information to multiple audiences, in accordance with the Description of the Experiment (Annex 1) and in a strategic, coherent, and effective manner.

All Parties shall include, if possible, on each publication or communication (print and/or multimedia) related to the public presentation of the results of the #2 Open Call | LAUDS Replication (oc2-2025-LAUDSREP-01), the following mention:

> *"The NAME_of_Project_Selected has received funding from the European Union, via the oc2-2025-LAUDSREP-01 issued and implemented by the LAUDS Factories project, under the grant agreement No 101135986."*

Communication activities of the Beneficiary related to the Experiment (including media relations, conferences, seminars, information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via traditional or social media, etc.), dissemination activities and any equipment, supplies or major result funded by the grant must acknowledge the EU support and display the European flag (emblem), funding statement (translated into local languages, where appropriate) and must indicate that it reflects only the author's view; and that the Contractor, the Host or the European Commission are not responsible for any use that may be made of the information it contains.

Where appropriate, they should also use the LAUDS Factories project visuals, in line with the Guidelines provided by the Contractor.

When displayed in association with another logo, the European Union emblem must have appropriate prominence.

The obligation to display the European Union emblem does not confer on the beneficiaries a right of exclusive use. The beneficiaries may not appropriate the European Union emblem or any similar trademark or logo, either by registration or by any other means.

The Contractor and the EC shall be authorized to publish, in whatever form and on or by whatever medium, the following information:

- the name of the Beneficiary;
- contact address of the Beneficiary;
- the general purpose of the Experiment;
- the amount of the financial contribution of the EC.

ARTICLE 11. Amendments

Any amendment to the SGA must be made in writing. An amendment may not have the purpose or the effect of making changes to the SGA which would call into question the decision awarding the grant or be contrary to the equal treatment of applicants.

Any request for amendment must be duly justified, be accompanied by appropriate supporting documents; be made in writing and signed by the duly authorized representative of the Contracting Parties.

In the event the European Commission modifies the conditions on which the Open Call has been issued, the Contractor will amend the SGA accordingly.

ARTICLE 12. Force Majeure

This SGA will be revoked as right and without compensation of any kind in all cases of *force majeure* recognized by the law and case law (natural disaster, strike, national mourning, riots, terrorism acts, war, epidemic, etc.).

A party faced with *force majeure* must send a formal notification to the other party without delay, stating the nature of the situation or of the event, its likely duration and foreseeable effects.

The parties must take the necessary measures to limit any damage due to *force majeure*. They must do their best to resume the implementation of the Experiment as soon as possible.

ARTICLE 13. Language

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

ARTICLE 14. Attribution of Jurisdiction

In case of any dispute concerning the execution of this SGA, the partners agree to submit to the Court of Brussels, Belgium.

ARTICLE 15. Governing Law

The SGA is governed by its terms, the Union law applicable, and, on a subsidiary basis, by the law of Belgium.

SIGNATURES

The Parties have caused this SGA to be duly signed by the undersigned authorized representatives in four (4) copies:

For LAUDS Factories Project - CONTRACTOR

[Insert forename, surname, position]

For LAUDS Factory (name) - HOST

[Insert forename, surname, position]

For the BENEFICIARY

[Insert forename, surname]

For the BENEFICIARY

[Insert forename, surname]

Done at [insert date DD/MM//YYYY] on [insert city and country]

ANNEX 1 – Description of Experiment
[This refers to the proposal submitted and selected after introducing the changes, if any, during the negotiation of the SGA].

ANNEX 2 – Open Call Documentation
[This refers to the Guidelines for Applicants and Catalogue of Challenges published by the time the open call is open].

ANNEX 3 – Bank Account Information
[This refers to the Bank Account Information template filled in and duly signed by the Beneficiary and the Bank representative].

ANNEX 4 – Declaration of Honour
[This refers to the declaration(s) of honour submitted with the proposal in the application phase].