



## D1.7 Documents for the call

<b>Grant Agreement no.</b>	<b>825196</b>
<b>Project Title</b>	<b>Digital Technologies, Advanced Robotics and increased Cyber-security for Agile Production in Future European Manufacturing Ecosystems</b>
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<b>Project Duration</b>	<b>48 months</b>
<b>Deliverable Information</b>	<b>D1.7 Documents for the call</b>
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## DOCUMENT LOG

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RV0.2	11.19.2019	Public documents	M.Lanz
RV0.3	30.6.2020	Final edits for the deliverable	M.Lanz

## DISSEMINATION LEVEL

PU	Public	x
PP	Restricted to other programme participants (incl. Commission Services)	
RE	Restricted to a group specified by the consortium (incl. Commission Services)	
CO	Confidential, only for the members of the consortium (incl. Commission Services)	



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# 1 Introduction

The main objective of this document is to provide the documents for the open call 1: Comprised by (1) guidelines for applicants including the text of the call and evaluation criteria, (2) template for the sub-grantee agreement, (3) call leaflet, (4) application form for applicants, (5) Q&A section and (6) online microsite at the project website and F6S platform.

In addition to this document the applicants for the TRINITY Open Call 1 were given a webinar in 29<sup>th</sup> of January 2020. The webinar was recorded and recording was placed also to the TRINITY website.

The documents prepared were:

Document identifier	Name	Formats	Publication date
Annex 1	TRINITY open call brochure	.docx (internal use) .pdf (public)	20191119
Annex 2	TRINITY Guidelines	.docx (internal use) .pdf (public)	20191119
Annex 3	Application form _TRINITY OC1	Form in F6S platform	20201010
Annex 3.1	Proposal Template	.docx	20191118
Annex 4	TRINITY 3rd Party Agreement	.docx	20191029
Annex 5	Consortium and Honour Declaration _TRINITY OC1	.docx	20191118
Annex 6	SME Declaration _TRINITY OC1	.docx	20191013
Annex 7	Bank account form _TRINITY OC1	.docx	20191013

All documents were shared via TRINITY website: <https://trinityrobotics.eu/open-calls/>



## 2 Annexes

Annex 1	TRINITY open call brochure'
Annex 2	TRINITY Guidelines
Annex 3	Application form _TRINITY OC1
Annex 3.1	Proposal Template
Annex 4	TRINITY 3rd Party Agreement
Annex 5	Consortium and Honour Declaration_TRINITY OC1
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Annex 7	Bank account form _TRINITY OC1



## Annex 1 - TRINITY open call 1

The main objective of TRINITY is to create a network of multidisciplinary and synergistic local digital innovation hubs (DIHs) composed of research centers, companies, and university groups. TRINITY DIH aims to cover a wide range of topics that can contribute to agile production: advanced robotics as the driving force and digital tools, data privacy and cyber security technologies to support the introduction of advanced robotic systems in the production processes. For more info visit: <https://www.trinityrobotics.eu>

TRINITY DIH will organize two rounds of open calls for demonstrations, where accepted companies with agile production needs and sound business plans will be supported by TRINITY DIHs to advance their manufacturing processes. TRINITY external demonstrations can be a proof of concept demonstrations testing the TRINITY technologies or they can be novel solutions innovated by the applying SMEs. In total, minimum of 30 external demonstrations will be funded in the two open calls during the TRINITY project duration 2019-2022. Inspiration and ideas to demonstration can be found from our TRINITY demonstrations catalogue (<https://www.trinityrobotics.eu/demonstrators/>). Applicants can choose themselves whether to use these examples or propose new solutions. For this purpose, we have a two-track solution for the first TRINITY open call. Successful demonstrator will increase the agility of production, be it yours or your customers.

1 <sup>st</sup> TRINITY open call, external demonstrations, application tracks		
<b>Track</b>	Trinity originated solutions	Novel solutions
<b>Track budget</b>	1 m€	3 m€
<b>Demonstration applicant</b>	SME led consortium / SME	
<b>Available funding per demonstration</b>	50-300 k€	50-300 k€
<b>Demonstration duration</b>	6-12 months	
<b>Max. funding rate</b>	70%, lump sum model	
<b>Demonstration requirements</b>	Strong focus on publicity and dissemination of results	
<b>Demonstration type</b>	Implementation of available TRINITY module(s) from presented use cases.	Completely own solution contributing to TRINITY challenges.
<b>Applicant requirements</b>	Need to register to TRINITY DIH ( <a href="https://www.trinityrobotics.eu/registration/">https://www.trinityrobotics.eu/registration/</a> ) and have a PIC -number	
<b>TRINITY support</b>	Available	-

Each lead applicant can submit only one proposal. However, this does not restrict a company to be a partner in other consortiums. Each consortium can receive maximum of 300k€ funding in one call. The total grant from TRINITY DIH may not exceed 300 k€ for a single partner during the TRINITY runtime. Recommended consortium size is 1-3 partners. The open call is managed through F6S platform (<https://www.f6s.com/trinitydih>).

Demonstrations are expected to increase the agility in the production by applying advanced robotic technologies, and other digital tools and platforms, IoT and/or cybersecurity solutions. The funding is tied to successful implementation of your Individual Implementation Plan (IIP). This mean you'll receive the payments after certain stages of the project (planning, implementation and dissemination) have been completed, properly documented and accepted by TRINITY open call evaluation committee. TRINITY external demonstrations	
<b>Project management</b>	
<b>Tasks</b>	Jointly with TRINITY consortia (when applicable), design a work plan of the different activities and resources to be executed along the demonstration duration. Successfully managing the project.
<b>Duration</b>	1 month
<b>Deliverable</b>	Individual Implementation Plan (Project plan, Milestones, Gantt, allocation of resources and KPIs)
<b>Allocation</b>	Up to 10% of demonstration budget
<b>Implementation</b>	
<b>Tasks</b>	Execution of designed work plan. Changes to work plan may happen but will need to be reported and justified.

<b>Duration</b>	4-10 months
<b>Deliverable</b>	Demonstrator of the developed product/service, recorded as a public video and public abstract describing the demonstration and its novelty.
<b>Allocation</b>	Up to 70% of demonstration budget
<b>Dissemination</b>	
<b>Tasks</b>	Company is present at conferences/events to promote and sell demonstration achievements/results, contacts with potential partners, investors, customers. Participation to the Open Days workshop and demonstration event.
<b>Duration</b>	1-2 months
<b>Deliverable</b>	Report on dissemination activities and commercialization strategy
<b>Allocation</b>	Up to 20% of Demonstration budget

## Evaluation

The selection of external demonstrations to be part of TRINITY will be based on technology excellence and agility, impact and efficient management of the tasks. Applications from the companies will be evaluated by three evaluators, two external reviewers and a third one from the core consortium. After going through the external evaluators, TRINITY evaluation team will unify the proposal grades and will rank the proposals.

TRINITY open calls, evaluation criteria			
Evaluation criteria		Sub-criteria	Scoring (0-10)
<b>Impact</b>	Industrial relevance and exploitation plans	Overall impact of the proposed prototypes if successful; Industrial relevance of the proposed prototype if successful; Quality of the exploitation plans and market potential; Relevance of the prototype to the objectives of the call.	Threshold 6/10; Weight 2
<b>Concept</b>	Soundness of concept	Feasibility of the proposed prototype and technological contribution; Level of innovation and technological challenges addressed; Quality of the work plan.	Threshold 6/10; Weight 1
<b>Consortium</b>	Partners of the consortium	Quality of the consortium and cross sector check; Clarity of partner roles and completeness of the consortium; Technical capacity and excellence of the proposer and its capability to achieve the deployment of TRL 7-8 services; Quality of the individual participants.	Threshold 6/10; Weight 1
<b>Resources</b>	Deployment of resources	Allocation of appropriate resources to the proposed demonstration; Justification of the proposed resources.	Threshold 6/10; Weight 1

At the end all received applications will be informed about their scores and evaluator comments. TRINITY will publish basic information (name of the proposal, partners, total budget and a short abstract) of the selected projects. More info about the evaluation in open call document 'Annex 2: Guidelines for Applicants'.

The financial support will be negotiated with each demonstration after the evaluation and selection process and before the contract signature. During negotiations, the consistency of proposed activity plan and resources will be reviewed in order to assure that estimated costs are reasonable and comply with the principle of sound financial management in particular regarding economy and efficiency. Activities that are already funded by other grants cannot be funded by TRINITY. Applicant selected for funding will sign a sub-grant agreement with TRINITY coordinator Tampere University. Only the main applicant in each consortium will sign the agreement and manage the financial issues.

### TRINITY Open Call 1 timeline

20<sup>th</sup> November 2019, 1<sup>st</sup> call opens  
28<sup>th</sup> February 2020, 1<sup>st</sup> call closes  
30<sup>th</sup> April 2020, proposals evaluated  
May-June 2020, start of funded projects

### More info:

[www.trinityrobotics.eu](http://www.trinityrobotics.eu)  
[www.f6s.com/trinitydih](http://www.f6s.com/trinitydih)  
[opencall@trinityrobotics.eu](mailto:opencall@trinityrobotics.eu)



# TRINITY: Digital Technologies, Advanced Robotics and increased Cyber-security for Agile Production in Future European Manufacturing Ecosystems

## **Annex 2 - Open Call: Guidelines for Applicants**





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## 1 Introduction

This document provides a full set of information regarding the Open Call 1 for Proposals for the TRINITY project. The 3rd Party Agreement model (Annex 4) remains also valid and must be additionally considered for the submission of a Proposal.

### 1.1 Background information on TRINITY project

TRINITY aims to establish a sustainable ecosystem - a network of digital innovation hubs (DIHs) composed of **Research Centers** and **University Groups** specialized in **Advanced Robotics** and **Internet of Things (IoT)**, supported by a DIH with experts in **Robotics Cyber security** to contribute to novel robotics solutions that will increase agility in production systems. These include collaborative robots, reconfigurable systems, virtualization, IoT, and data and system security.

TRINITY ecosystem draws from the advanced technological excellence of the TRINITY consortium to help end-users and robotics solution developers realise tangible benefits of collaboration to increase the deployment of robotics in European companies.

This process will be done through delivering a critical mass of use case demonstrations in collaboration with industry to support the industrial modernization leading to more agile production. The modular and reconfigurable use case demonstrations will show how to combine robotics, IoT and Cybersecurity together, thus will contribute to answer the European Industry demand for advanced, highly flexible and collaborative robotic solutions to keep companies competitive.

The open call is organised to attract and select individual companies or the best of the best consortia, consisting of end-users, technology providers and competence centers. Demonstrations will be funded to generate digital and human oriented robotic technology for improving agility of European manufacturing and innovation capabilities.

The mission is to make robotics available, cybersecure, compelling and affordable for all sized companies.

TRINITY consortium is a fusion between: DIH members (TAU, CENT, UiT, JSI, LMS, BME, FhG, Flanders Make, EDI), technology providers (LSEC, Fastems, LP), clusters, innovation consulting (CIVITTA, CECIMO, DNT) and SMEs community (F6S).

## 1.2 TRINITY approach

The TRINITY approach will support companies during the whole lifecycle for the development of new processes, services or products. TRINITY's network of DIHs will focus on offering access to customers (first-time end users, especially SME) – via marketplace services – to IoT and robotic technology throughout the value chain: from component providers, to research activities up to the integration of end user solutions.

At the heart of the TRINITY ecosystem, three interconnected sector-specific DIHs – Robotics, IoT, and Cybersecurity (Figure 1) will facilitate and support the digital transformation of SMEs and slightly bigger companies to accelerate their agile production. DIH acting as a one-stop-shop, will offer the services to be initially demonstrated and adapted throughout the project: (i) **technical services** - include the means to deal with problems that companies may face in production (ii) **training services** - will be used for supporting new technologies, equipment and research outcomes, and (iii) **consulting services** - will aid in finding funding sources, developing Business Plans, promoting products and ensuring Intellectual Properties (IP).

In order to apply to the TRINITY Open Call 1, it is mandatory to register at [www.trinityrobotics.eu/registration](http://www.trinityrobotics.eu/registration)



Figure 1 TRINITY approach.

### 1.3 TRINITY Open Call 1 text

TRINITY application experiments, also refer as **use case demonstrations**, can be a proof of concepts testing the TRINITY technologies or they can be novel solutions innovated by the applying SMEs. In total, minimum of 15 external demonstrations will be funded in the first open call. Inspiration and ideas to demonstration can be found from our TRINITY demonstrations catalogue that showcase various TRINITY technology modules conducted by the project partners, or exploitable results as they are called. Companies can choose themselves whether to use these results or not.

For this purpose, the TRINITY Open Call 1 represents a two-track approach: **TRINITY originated solutions and NOVEL solutions**. This means that the application can either focus on testing and verifying TRINITY exploitable results provided by the TRINITY consortium members or be based on completely novel solutions proposed by the applying consortia to contribute to challenges in agile manufacturing. Cross-regional collaboration is appreciated.

TRINITY open call 1, external demonstrations, application tracks		
Track	TRINITY originated solutions	Novel solutions
Track budget	1 m€	3 m€
Budget share	25%	75%
Demonstration applicant	SME led consortium / SME	SME led consortium / SME
Available funding per demonstration	50-300 k€	50-300 k€
Demonstration duration	6-12 months	6-12 months
Max. funding rate	70%, lump sum model	70%, lump sum model
Demonstration requirements	Strong focus on publicity and dissemination of results	Strong focus on publicity and dissemination of results
Demonstration type	Implementation of available TRINITY module(s) from presented use cases.	Completely own solution contributing to TRINITY challenges.
Applicant requirements	Need to be part of TRINITY DIH and have PIC -number	Need to be part of TRINITY DIH and have PIC -number
TRINITY support	Available	-

## 1.4 Timeline – Open Call #1

The first TRINITY Open Call will be **opened** on the **20th of November 2019 at 12:00AM CET** and will **close** on the **28th of February 2020, at 5:00 PM CET**.

The following phases will proceed the closing of the call: Evaluation, Selection and Contracting. The selected consortia will enter the TRINITY Planning - Implementation- Dissemination programme with the below indicative timeline.

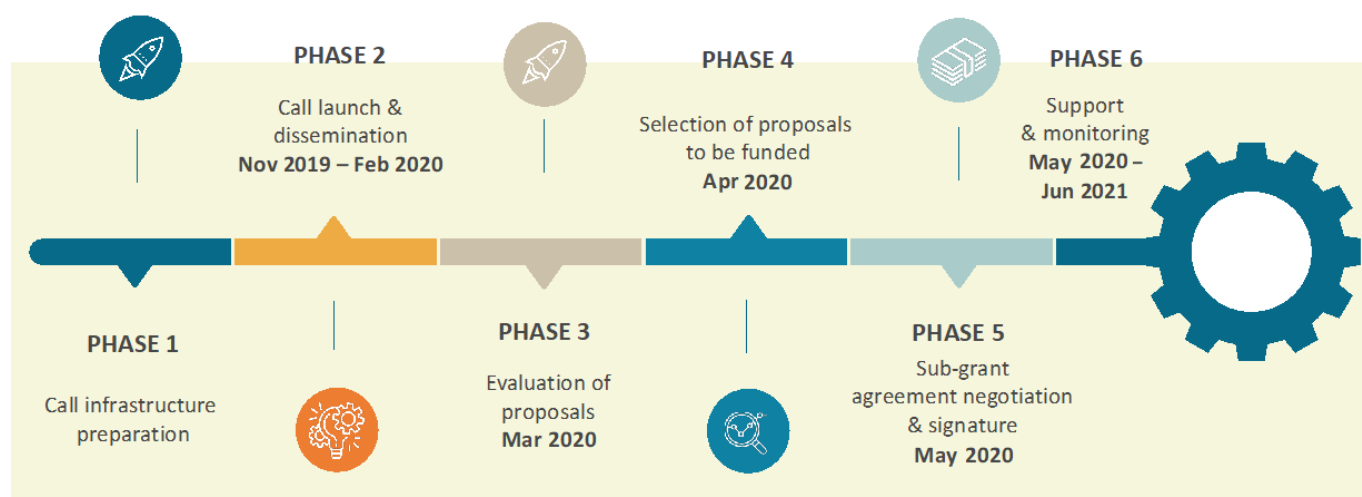


Figure 2 Workflow of the Open Call

Dates are an initial estimation and might suffer slight changes if agreed by TRINITY consortium for the benefit of the sub-grantees.

## 2 General information

### 2.1 Means of submission

The F6S platform (<https://www.f6s.com/trinitydihopencall1/apply>) will be the entry point for all proposals in phase one. Submissions received by any other channel will be automatically discarded. Documents required in subsequent phases will be submitted via dedicated channel, which will be indicated by TRINITY consortium during the sub-granted projects execution.

### 2.2 Language

**English** is the official language for TRINITY open calls. Submissions done in any other language will not be evaluated. English is also the only official language during the whole execution of the TRINITY programme. This means any requested submission of deliverable will be done in English in order to be eligible.

### 2.3 Documentation formats

Any document requested in any of the phases must be submitted electronically in PDF format without restrictions for printing.

### 2.4 Origin of the funds

Any selected proposer will sign a dedicated Sub-Grantee Funding Agreement with the members of the TRINITY consortium. The funds attached to the Sub-Grantee Funding Agreement come directly from the funds of the European Project TRINITY, and are therefore, funds owned by the European Commission, whose management has been led to the project partners in TRINITY via European Commission Grant Agreement Number 825196. As it can be seen in the Sub-Grantee Funding Agreement template (Annex 4 - TRINITY 3rd Party Agreement), this relation between the sub-grantees and the European Commission through TRINITY project carries a set of obligations to the sub-grantees with the European Commission. It is the task of the subgrantees to accomplish them, and of the TRINITY consortium partners to inform about them.

### 3 Proposal Eligibility Criteria

TRINITY ecosystem invites SMEs and slightly bigger companies and encourage them to build consortia to plan, implement, and disseminate ICT technologies including robotics, IoT and cybersecurity to facilitate agile production in European companies. The SME or slightly bigger company may apply individually or build a consortium consisting of min 2 to max 3 partners falling under:

The call is open to two types of demonstrations: end-user driven and technology-providers driven.

1. **End-users driven demonstrations.** End users with a specific need that falls into main focus areas: digitalization, advanced robotics, and data and cybersecurity have the opportunity to validate the DEMO concepts proposed by the participating DIHs. This provides a chance for the end-users and system integrators alike to modernize their processes via new technologies.
  2. **Technology providers.** Companies, in particular SMEs that can offer a novel technology to be validated in a realistic and industrially relevant environment, can apply to the open call in order to access the infrastructure and expertise provided by the DIHs to perform the demonstrations.
- Applicants & Consortium Eligibility

A consortium is considered eligible if it complies with all the following rules:

1. All consortium members are legal entities established and based in one of the EU Member States or an H2020 Associated country as defined in H2020 rules for participation<sup>1</sup>.
2. Consortia can only be led by industrial partners (SMEs, or slightly bigger).
3. All consortium members must be members of the TRINITY DIH community i.e. register at least ten days before the open call deadline through TRINITY DIH portal ([www.trinityrobotics.eu/dap](http://www.trinityrobotics.eu/dap)).

#### 3.1 Financial Eligibility

The following financial eligibility criteria apply:

1. “SMEs or **slightly bigger**” is defined by extending the current European Commission definition of SME to increase the **Employee Threshold up to 500** and the **Turnover up to €100M**.
2. The company Y is valid for the call if it is completely independent from the company X. If the large company X owns more than 25 % of the subsidiary company shares, company Y is calculated as a large enterprise and not valid for applying for the call. If the company Y itself owns more than 25 % of the shares of another large company C, it is not still valid for the call.
3. The TRINITY funding per experiment may vary from €50.000 to €300.000.

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<sup>1</sup>Association to Horizon 2020 is governed by Article 7 of the Horizon 2020 Regulation. The list of associated countries is available at: [http://ec.europa.eu/research/participants/data/ref/h2020/grants\\_manual/hi/3cpart/h2020-hi-list-ac\\_en.pdf](http://ec.europa.eu/research/participants/data/ref/h2020/grants_manual/hi/3cpart/h2020-hi-list-ac_en.pdf)



4. The maximum amount of TRINITY funding is EUR 300.000 per third party for the entire TRINITY action duration. So total funding from open call 1 and open call 2 may not exceed €300.000 for single applicant.
5. The maximum funding rate is 70% of eligible total costs.
6. The total funding of the non-industry partner (if any) cannot exceed the 40% of the entire experiment budget.

### **3.2 Number of proposals per applicant**

Consortia will be led only by eligible industrial partners. Each industrial organization may participate in several application but can lead only one (1) proposal at each TRINITY open call.



## 4 Open Call submission and selection process

### 4.1 Open Call Submission

The Open Call submission will follow the steps that are listed in this section.

#### 4.1.1 Open Call publication

The Open Call 1 will be published on <https://www.f6s.com/trinitydihopencall1/apply>.

The Call will be supported through the following documents:

- **Annex 1: Open Call brochure**, which provides the scope and objectives of the open call;
- **Annex 2: Guidelines for Applicants, this document**;
- **Annex 3: Proposal Template**, an application form, available at (<https://www.trinityrobotics.eu/open-calls/documents/>);
- **Annex 3.1: Proposal Supplement**, a word document providing information on proposal schedule, funding breakdown and costs justification, Ethical & Security details;
- **Annex 4: TRINITY 3rd Party Agreement** which provides a template of the sub-grant agreement that the successful applicants will be requested to sign;
- **Annex 5: Consortium and honour Declaration**, which indicates the consortium leader participant, the consortium members and the budget distribution per partner;
- **Annex 6: Administrative data form/ SME Declaration**, which evaluates the status of the SMEs participating at an open call. If your organization has a validated PIC number, Annex 6 can be disregarded.
- **Annex 7: Bank account information**, which collects information on coordinator bank account for which TRINITY payments will be made.
- **Frequently Asked Questions & answers** published at the community feed (<https://www.trinityrobotics.eu/open-calls/faq/>).

Please download the relevant files and read them carefully before you submit your proposal. For the TRINITY Open Call 1 for proposals the submission deadline is 28th February 2020 at 17:00 CEST (Brussels Time).

#### 4.1.2 Applicants Registration

Interested applicants should register at the TRINITY F6S page (<http://www.f6s.com/trinity>). This will be the central interface for managing the experiment applications for the remainder of the open call.

#### 4.1.3 Participant Identification Code

It is mandatory for applicants to register to EC funding and tenders portal and have a 9-digit Participant Identification Code (PIC). If your organization does not have a PIC number yet, you need to register your organization PIC number at (<https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/how-to-participate/participant-register>)

#### 4.1.4 *Proposal preparation*

Please follow the steps:

1. For the proposal preparation, the applicants are requested to apply online and answering to all mandatory questions (with no exception): <https://www.f6s.com/trinitydihopencall1/apply>
2. Applicants that do not accept the terms and conditions and do not sign and upload to the f6s platform the completed Annex 5 Consortium and honour Declaration and Annex 6: Administrative data form/ SME Declaration will not be eligible.
3. Be concrete and concise, questions have characters limitation. Please examine all the open call documents and attend the various online and physical events promoted by the TRINITY project (TRINITY media channels).
4. It is highly recommended to submit your proposal before the deadline. If the applicant discovers an error in the proposal, and provided the call deadline has not passed, the applicant may request the F6S TRINITY team to re-submit the proposal (for this purpose please contact us at [iwa@f6s.com](mailto:iwa@f6s.com)). However, TRINITY is not committed that resubmission in time will be feasible in case the request for resubmission is not received by the F6S TRINITY team at least 48 hours before the call deadline.
5. Optionally the applicants may submit, in addition to the proposal, a 3 minutes video to support their proposal describing their idea and how they will achieve sustainability to the final application.

**It is strongly recommended not to wait until the last minute to submit the proposal. Failure of the proposal to arrive in time for any reason, including network communications delays, is not acceptable as an extenuating circumstance. The time of receipt of the message as recorded by the submission system will be definitive.**

## 4.2 Open Call Evaluation

#### 4.2.1 *Proposal preparation*

Submissions will be done ONLY via F6S platform on <https://www.f6s.com/trinitydihopencall1/apply>

The application reception will close at 17:00 CEST on 28th Feb 2020. There will not be deadline extensions unless a major problem caused by the F6S platform and not by the proposers, makes the system unavailable.

#### 4.2.2 *Evaluation Stage 1 - Eligibility*

An automatic filtering to discard non-eligible proposals will follow the short list. Eligibility criteria check will verify:

1. All consortium entities are eligible for EC funding under the rules of H2020 [Y/N]
2. The consortium has minimum 1 and maximum 3 partners [Y/N]

3. All consortium members are SMEs (or midcaps) or research/non-industrial legal entities, either ICT/Robotics Technology providers or technology adopters/users in the discrete manufacturing sector [Y/N]
4. Use case demonstration is under the technological domain of robotics and ICT solutions for supporting agile production [Y/N]
5. Use case demonstration demonstrate Europe dimension (“through cross border experimentation or expanding the impact of local experiments to European scale”) [Y/N]
6. Are the participation rules as expressed in section 3.1 “Applicants & Consortium Eligibility” followed [Y/N]
7. Are the participation rules as expressed in section 3.2 “Financial Eligibility” followed [Y/N]
8. Is the participation rule as expressed in section 3.3 “Number of proposals per applicant” followed [Y/N]
9. Is the proposal written in the English Language [Y/N]
10. Are all required documentation: Annex 5: Consortium and honour Declaration and Annex 6: Administrative data form/ SME Declaration submitted correctly [Y/N]

Proposals being marked as non-eligible will get a rejection letter including the reasons (1 to 10) for being catalogued as non-eligible. No further feedback on the process will be given.

#### 4.2.3 Evaluation Stage 2 – External remote evaluation

Remotely and within F6S platform, 2 external evaluators will score and comment each proposal according to the following evaluation criteria:

TRINITY open calls, evaluation criteria			
Evaluation criteria		Sub-criteria	Scoring (0-10)
Impact	Industrial relevance and exploitation plans	Overall impact of the proposed prototypes if successful; Industrial relevance of the proposed prototype if successful; Quality of the exploitation plans and market potential; Relevance of the prototype to the objectives of the call.	Threshold 6/10; Weight 2
Concept	Soundness of concept	Feasibility of the proposed prototype and technological contribution; Level of innovation and technological challenges addressed; Quality of the work plan.	Threshold 6/10; Weight 1
Consortium	Partners of the consortium	Quality of the consortium and cross sector check; Clarity of partner roles and completeness of the consortium; Technical capacity and excellence of the proposer and its capability to achieve the deployment of TRL 7-8 services; Quality of the individual participants.	Threshold 6/10; Weight 1
Resources	Deployment of resources	Allocation of appropriate resources to the proposed demonstration; Justification of the proposed resources.	Threshold 6/10; Weight 1

After evaluation proposals will be ranked. Only the top proposals (double number of expected proposals to be selected) will access the stage 3 of the evaluation process.

In case there are proposals with equal scores the following criteria will be applied in strict order:

- The proposals will be ranked based on their higher **Impact** potential
- In case there are proposals in the same position, priority will be given to proposals that have ranked higher in **Concept**.
- In case there are still proposals in the same position, priority will be given to proposals which have higher score in **Consortium**

#### 4.2.4 Evaluation Stage 3 – Consensus meeting & notification

The evaluators will have a consensus meeting to finalize their evaluation reports.

At the end, all received applications will be informed about their scores and evaluation summary. TRINITY will publish the stage that each proposal achieved and selection/ non-selection. To the successful applicants, it will follow the Contracting phase, where financial and legal validation of the proposers and signature of a binding agreement for the implementation of the application/related technology will be performed.

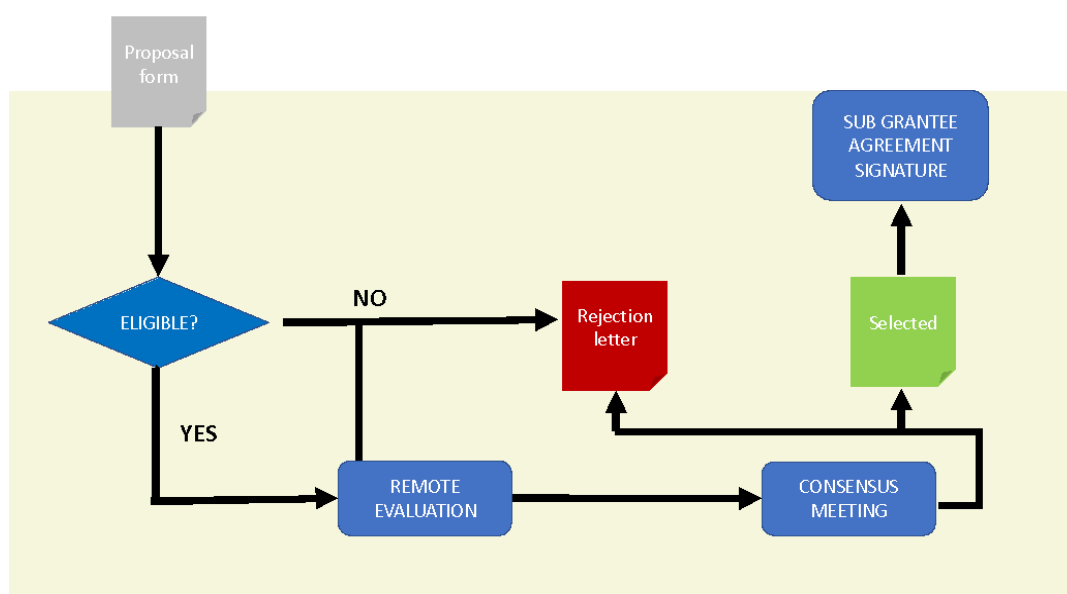


Figure 3 Workflow of evaluation.

### 4.3 Projects Negotiations

After TRINITY conclusion of the Open Call evaluation, the TRINITY coordinator will start negotiations with the proposals' coordinator that have been evaluated in the short list. Negotiations will go via an administrative and financial checking (and potentially into technical negotiations) based on evaluators comments. On a case by case approach, a face to face meeting in coordinator's premises may be needed for clarification.

The objective of the negotiations is fulfilling the legal requirements between TRINITY consortium and every beneficiary of the call. The items covered will be:

- Inclusion of the comments in the Evaluation Summary Report of the proposals and mapping to the Sub-grant agreement (contract).
- Status information of the beneficiaries:

**SMEs:** the following documents will be required to prove the status as SME:

- **SMEs declaration.** Signed and stamped. In the event the applicant declares being non-autonomous, the balance sheet and profit and loss account (with annexes) for the last period for upstream and downstream organizations should also be provided.
- **Status Information Form.** In case this is not a start-up, it includes the head count (AWU), balance, profit & loss accounts of the latest closed financial year and the relation, upstream and downstream, of any linked or partner company. In case it is a start-up, legal document of the official founding date.
- **Legal existence.** Company Register, Official Gazette or other official document per country showing the name of the organisation, the legal address and registration number and, if applicable, a copy of a document proving VAT registration (in case the VAT number does not show on the registration extract or its equivalent).
- In cases where the **number of employees and/or the ownership is not clearly identified.** Any other supporting documents which demonstrate headcount and ownership such as payroll details, annual reports, national regional, association records, etc. In case it is a start-up, legal document of the official founding date and declaration of ownership.
- **Bank account information.** The account where the funds will be transferred will be indicated via form signed by the SME, individuals and the bank owners. The holder of the account will be the SME or all the individuals (the coordinator of the group on its own if allowed by the other team members).
- **Sub-grantee funding agreement.** Signed between the TRINITY Consortium represented by its coordinator and the Budget Holder (TAU) and the beneficiary(ies).

The request, by TRINITY consortium, of the documentation will be done including deadlines. Failing to meet the deadlines requested will directly end up the negotiation process and projects under the reserve list will substitute the failing applicants.

## 5 Sub-Projects Execution

### 5.1 Reviews

Each project will go through 3 reviews, each one highlighting the end of a phase. The reviews will be organized by the TRINITY consortium.

The sub-project coordinator should deliver at least one (1) week in advance all relevant deliverables, so that the reviewers will be able to read it. During the review, the sub-project consortium members should present their work, answer questions and show their demonstration.

1. Individual Implementation Plan (IIP) will be delivered M1.
2. Mid-term report M6 (or 50% of project duration)
3. Final evaluation with short summary of the project, public description of tools and technologies used and video clip showing the results, and report of dissemination activities defined in IIP in M12 (or 100% of project duration)

### 5.2 Payments

The maximum funding rate is 70%, but it will depend on private investment defined by each use case demonstration. With each deliverable, the use case demonstration must also present information about the resources planned and effective spent with the project.

Each sub-project (selected via the open calls) will receive the funding on a lump sum scheme and according to the terms of the contract signed between TRINITY consortium and the selected project representative. In more details, each sub-project deliverable will be associated with a specific cost. This cost will be explicitly referred to the sub-contract and will include the total amount that each 3rd party of the project consortium will receive for the specific activity.

After each sub-project review and successful evaluation of each deliverable, its cost will become eligible as agreed in the 3<sup>rd</sup> party agreement (Annex 4). Deliverables that are not accepted will be re-evaluated at next review. If this is the last review, the cost of these deliverables will not be paid to the sub-project and their cost will be automatically reduced from the subcontract.

The payment from the TRINITY project to the sub-project will take place via the sub-project coordinator organization. The TRINITY has no other obligation to ensure or monitor that funding actually has reached the sub-contract consortium participant. The sub-project coordinator is responsible to distribute the funding to the consortium members based on the sub-contract that has been signed and the funding distribution per deliverable and per party.

## Demonstration program workflow

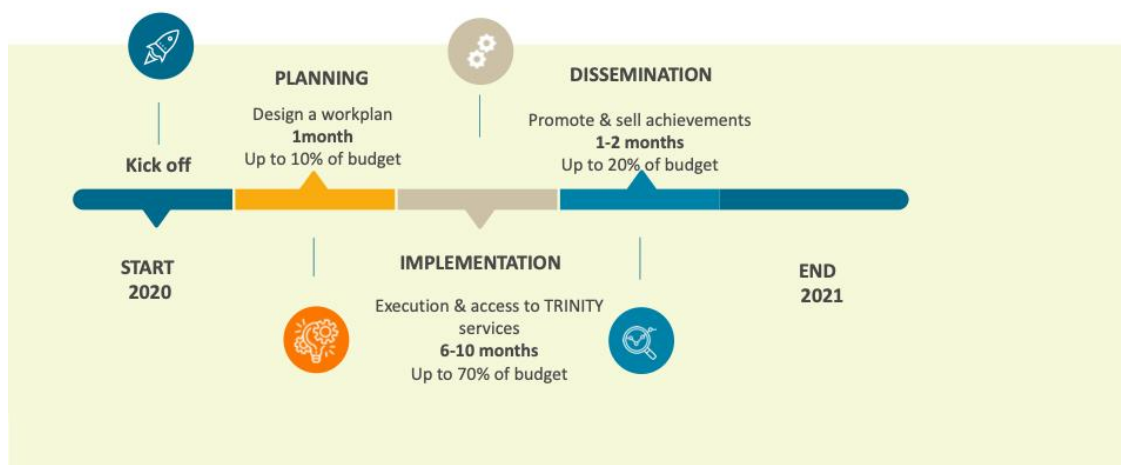


Figure 4 Project workflow.

## 6 Responsibilities of consortia members

The sub-projects consortia members are indirectly beneficiaries of European Commission funding. As such, they are responsible for the proper use of the funding and ensure that the recipients comply with obligations under H2020 specific requirements as described in Horizon 2020 - the Framework Programme for Research and Innovation (2014-2020). The obligations that are applicable to the recipients include:

### 6.1 Conflict of interest

The 3rd parties (sub-contract consortium member) must take all measures to prevent any situation where the impartial and objective implementation of the sub-project is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest („conflict of interests“).

They must formally notify to the TRINITY coordinator without delay any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation. The TRINITY coordinator may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

If the sub-contract consortium member breaches any of its obligations, the sub-contract may be automatically terminated. Moreover, in case costs are not explicitly included in the sub-project, they may be rejected. Finally, the cost of the deliverables, which are clearly specified in the sub-project and are accepted during a review process, becomes eligible. Deliverables that are not accepted will be re-evaluated at next review. If this is the last review, the cost of these deliverables will not be paid to the sub-project.

## 6.2 Maintaining Confidentiality

During implementation of the sub-project the parties must keep confidential any data, documents or other material (in any form) that is identified as confidential at sub-contract signing time („confidential information“).

If a 3rd party requests, the Commission and the TRINITY consortium may agree to keep such information confidential for an additional period beyond the initial time. This will be explicitly stated at the sub-contract.

If information has been identified as confidential during the sub-project execution or only orally, it will be considered to be confidential only if this is accepted by the TRINITY coordinator and confirmed in writing within 15 days of the oral disclosure. Unless otherwise agreed between the parties, they may use confidential information only to implement the Agreement.

The sub-project consortium may disclose confidential information to the TRINITY consortium and to the selected reviewers, who will be bounded by a specific Non-Disclosure Agreement.

## 6.3 Promoting the action and give visibility to the EU funding

The 3rd parties (sub-contract consortium member) must promote the sub-project, TRINITY project and its results, by providing targeted information to multiple audiences (including the media and the public) in a strategic and effective manner and to highlight the financial support of the EC.

Unless the European Commission or the TRINITY coordinator requests or agrees otherwise or unless it is impossible, any communication activity related to the action (including in electronic form, via social media, etc.), any publicity, including at a conference or seminar or any type of information or promotional material (brochure, leaflet, poster, presentation etc.), and any infrastructure, equipment and major results funded by the grant must:

1. (a) display the EU emblem
2. (b) display the TRINITY logo and
3. (c) include the following text:

For communication activities: “This project has indirectly received funding from the European Union’s Horizon 2020 research and innovation programme, via an Open Call issued and executed under project TRINITY (grant agreement No 825196)”.

For infrastructure, equipment and major results: “This [infrastructure][equipment][insert type of result] is part of a sub-project that has indirectly received funding from the European Union’s Horizon 2020 research and innovation programme via an Open Call issued and executed under project TRINITY (grant agreement No 825196)”.

When displayed in association with a logo, the European emblem should be given appropriate prominence. This obligation to use the European emblem in respect of projects to which the EC





contributes implies no right of exclusive use. It is subject to general third-party use restrictions which do not permit the appropriation of the emblem, or of any similar trademark or logo, whether by registration or by any other means. Under these conditions, the Beneficiary is exempted from the obligation to obtain prior permission from the EC to use the emblem. Further detailed information on the EU emblem can be found on the Europa web page.

Any publicity made by the Beneficiary in respect of the project, in whatever form and on or by whatever medium, must specify that it reflects only the author's views and that the EC or TRINITY project is not liable for any use that may be made of the information contained therein.

The EC and the TRINITY consortium shall be authorised to publish, in whatever form and on or by whatever medium, the following information:

- the name of the sub-project coordinator and all consortium members;
- contact address of the sub-project coordinator and all consortium members;
- the general purpose of the project;
- the amount of the financial contribution foreseen for the project; after the final payment, the amount of the financial contribution actually received by the sub-project;
- the geographic location of the activities carried out;
- the list of dissemination activities and/or of patent (applications) relating to foreground;
- the details/references and the abstracts of scientific publications relating to foreground and, if funded within the sub-project, the published version or the final manuscript accepted for publication;
- the publishable reports submitted to TRINITY;
- any picture or any audiovisual or web material provided to the EC and TRINITY in the framework of the project.

The sub-project coordinator shall ensure that all necessary authorisations for such publication have been obtained and that the publication of the information by the EC and TRINITY does not infringe any rights of third parties.

Upon a duly substantiated request by the sub-project coordinator on behalf of any sub-project consortium member, the TRINITY, if such permission is provided by the EC, may agree to forego such publicity if disclosure of the information indicated above would risk compromising the beneficiary's security, academic or commercial interests.

## 6.4 Financial audits and controls

The European Commission (EC) will monitor that TRINITY beneficiaries and the sub-contract consortium members comply with the conditions for financial support to third parties such as set out in Annex 1 of the TRINITY grant agreement and may take any action foreseen by the grant agreement in case of non-compliance vis à vis the beneficiary concerned.

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

financial, systemic and other aspects (such as accounting and management principles) relating to the proper execution of the grant agreement. They shall be carried out on a confidential basis.

The sub-project consortium member shall make available directly to the EC all detailed information and data that may be requested by the EC or any representative authorised by it, with a view to verifying that the grant agreement is properly managed and performed in accordance with its provisions and that costs have been charged in compliance with it. This information and data must be precise, complete and effective.

The sub-project consortium member shall keep all sub-project deliverables and the originals or, in exceptional cases, duly authenticated copies – including electronic copies - of all documents relating to the sub-project contract for up to five years from the end of the project. These shall be made available to the EC where requested during any audit under the grant agreement.

In order to carry out these audits, the sub-project consortium member shall ensure that the EC's services and any external body(ies) authorised by it have on-the-spot access at all reasonable times, notably to the sub-project consortium member offices, to its computer data, to its accounting data and to all the information needed to carry out those audits, including information on individual salaries of persons involved in the project. They shall ensure that the information is readily available on the spot at the moment of the audit and, if so requested, that data be handed over in an appropriate form.

On the basis of the findings made during the financial audit, a provisional report shall be drawn up. It shall be sent by the EC or its authorised representative to the beneficiary concerned, which may make observations thereon within one month of receiving it. The Commission may decide not to take into account observations conveyed or documents sent after that deadline. The final report shall be sent to the beneficiary concerned within two months of expiry of the aforesaid deadline.

On the basis of the conclusions of the audit, the EC shall take all appropriate measures which it considers necessary, including the issuing of recovery orders regarding all or part of the payments made by it and the application of any applicable sanction.

The European Court of Auditors shall have the same rights as the EC, notably right of access, for the purpose of checks and audits, without prejudice to its own rules.

In addition, the EC may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities.

## 6.5 Sub-project Consortium Agreement

Each sub-project deliverable will be associated with a specific cost. This cost will be explicitly referred to the sub-contract and will include the total amount that each 3rd party of the project consortium will receive for the specific activity.



The payment from the TRINITY project (Budget Holder) to the sub-project will take place via the sub-project coordinator organization. The TRINITY has no other obligation to ensure or monitor that funding has actually reached the sub-contract consortium participant. The sub-project coordinator is responsible to distribute the funding to the consortium members based on the sub-contract that has been signed and the funding distribution per deliverable and per party.

As such, the sub-project consortium members should ensure the TRINITY coordinator via Annex 5 “Consortium Honour Declaration” that a relevant consortium agreement has been signed, where:

- The sub-project coordinator ensures for the financial viability of each sub-project consortium member.
- Each consortium member authorized the sub-project coordinator to act on its behalf.
- Each consortium member authorized the sub-project coordinator to receive the sub-project funding from the TRINITY coordinator and distribute it according to the sub-contract.
- Defines a decision-making procedure and conflict resolution schema among the consortium members.
- Ensures proper IPR protection of the sub-project consortium members.

## 6.6 Sub-project Communication

The sub-project coordinator should:

- Provide any notice be in writing to the TRINITY project coordinator.
- Notify immediately any change of persons or contact details to the TRINITY coordinator. The address list shall be accessible to all concerned.

## 7 TRINITY events

TRINITY will organise physical events to the teams involved. It will be compulsory to attend those events in person. At least one representative per team will be required on each event, although it is strongly advised that at least two people attend.

Failing to attend any of the proposed events defined at the beginning of each phase by TRINITY will automatically disqualify the team from TRINITY programme.

All the events will be informed with enough time to prepare the logistics and reservations for all the team members.

## 8 Checklist

1. Does your planned work fit with the call for proposals? Check that your proposed work does indeed address one of the topics open in this call.
2. Does your proposal address ICT-based technology? Check that your proposed work does indeed address the ICT technologies in one of the target sectors.
3. Is your proposal eligible? The eligibility criteria are given in chapter 3 “Proposal Eligibility Criteria”. In particular, make sure that you satisfy the minimum participation requirements (entity from eligible countries)
4. Budgetary limits. Check that you comply with any budgetary limits as expressed in chapter 3 “Proposal Eligibility Criteria”. Any proposal not meeting the eligibility requirements will be considered ineligible and will not be evaluated.
5. Is your proposal complete? Have you completed all mandatory questions?
6. Does your proposal fulfil questions requests/ comments? Proposals should be precise, concise and must answer to requested questions, which are designed to correspond to the applied evaluation. Omitting requested information will almost certainly lead to lower scores and possible rejection.
7. Have you maximised your chances? There will be strong competition. Therefore, edit your proposal tightly, strengthen or eliminate weak points.
8. Have you provided the necessary annexes?
9. Have you submitted your proposal before the deadline? It is strongly recommended not to wait until the last minute to submit the proposal. Failure of the proposal to arrive in time for any reason, including network communications delays, is not acceptable as an extenuating circumstance. The time of receipt of the message as recorded by the submission system will be definitive.
10. Do you need further advice and support? You are strongly advised to communicate with the TRINITY team ([opencall@trinityrobotics.eu](mailto:opencall@trinityrobotics.eu)).

## 9 Points of contact

[opencall@trinityrobotics.eu](mailto:opencall@trinityrobotics.eu)

# TRINITY: Digital Technologies, Advanced Robotics and increased Cyber-security for Agile Production in Future European Manufacturing Ecosystems

## **Annex 3 – Application form**

## Section 1 – PROFILE

1. Proposal Title:
2. Proposal Acronym:
3. Choose the use case<sup>1</sup>'s you are addressing [*tick box*] or Novel solution
  - ☐ Use Case 1: Collaborative assembly with vision-based safety system
  - ☐ Use Case 2: Collaborative disassembly with augmented reality interaction
  - ☐ Use Case 3: Collaborative robotics in large scale assembly
  - ☐ Use Case 4: Integrating digital context (e.g. BIM) to the digital twin with AR/VR of the robotized production
  - ☐ Use Case 5: Wire arc additive manufacturing with industrial robots
  - ☐ Use Case 6: Production flow simulation/supervision
  - ☐ Use case 7: Robot workcell reconfiguration
  - ☐ Use case 8: Quick programming and calibration by kinesthetic teaching
  - ☐ Use Case 9: Dynamic task planning & work re-organization
  - ☐ Use Case 10: HRI framework for operator support in human robot collaborative operations
  - ☐ Use Case 11: Robotized serving of automated warehouse
  - ☐ Use Case 12: Reconfigurable human-robot collaborative tasks scheduling for assembly of product variants
  - ☐ Use Case 13: Deployment of mobile robots in collaborative work cell for assembly of product variants
  - ☐ Use Case 14: Agile Manufacturing System (AMS)
  - ☐ Use Case 15: IIoT Robustness Simulation
  - ☐ Use Case 16: Flexible automation for agile production
  - ☐ Use Case 17: AI based vision system for object detection, recognition, classification and pick-up by a robotic arm
  - ☐ Use Case 18: Rapid development, testing and validation of large scale wireless sensor networks for production environment

### 4. Proposal summary:

(Please write here a brief summary of the project. The information contained in this summary will be made public on TRINITY project website, only if your project is awarded)

### 5. Select all sectors relevant to your project proposal:

- ☐ C25 - Manufacture of fabricated metal products, except machinery and equipment
- ☐ C26 - Manufacture of computer, electronic and optical products
- ☐ C27 - Manufacture of electrical equipment
- ☐ C28 - Manufacture of machinery and equipment n.e.c.
- ☐ C29 - Manufacture of motor vehicles, trailers and semi-trailers
- ☐ C30 - Manufacture of other transport equipment
- ☐ C31 - Manufacture of furniture
- ☐ C32 - Other manufacturing (if discrete products)
- ☐ other

In case of discrete products, the following categories also apply:

- C10 - Manufacture of food products
- C13 - Manufacture of textiles
- C14 - Manufacture of wearing apparel
- C15 - Manufacture of leather and related products
- C16 - Manufacture of wood and of products of wood and cork
- C22 - Manufacture of rubber and plastic products
- C23 - Manufacture of other non-metallic mineral products
- other

## Section 2 - DEMONSTRATION & TECHNOLOGY

### 6. Current progress or traction. Please select what is most appropriate to describe the current stage of your product development. \*

- We plan to launch a beta/pilot within next 12 months
- We plan to launch a beta/pilot within next 6 months
- We already have users/pilots
- We already have users/pilots and sales
- We already have users/pilots, sales, and profit
- None of the above

### 7. Technological level status. Which of the following best describes your current status at a technological level? \*

- TRL 5. Component and/or breadboard validation in relevant environment
- TRL 6. System/subsystem model or prototype demonstration in a relevant environment
- TRL 7. System prototype demonstration in an operational environment

### 8. Background and concept

Describe the concept of the project and its current stage of development.

### 9. Describe the use of ICT, Robotics or Cybersecurity in your Demonstration

Provide clear description and technical background information to understand technology in the proposed demonstration.

### 10. Demonstration goals

Please include quantifiable KPIs.

## Section 3 - EXPLOITATION & IMPACT

### 11. Value proposition

Define what will be the product/service that will be generated thanks to the project and how it generates value to agile production and TRINITY objectives.

### 12. Exploitation & Business creation

Present your plans for exploitation of the Demonstration during and after the TRINITY programme. Briefly describe the business model/ plan for the product/service resulted from the Demonstration (include commercial milestones).

### 13. Financial projections

Please describe financial projections (table, explanation)

#### 14. Dissemination

I agree to publish a short description of the results and video in TRINITY Digital Access Point

### Section 4 - Consortium

#### 15. Describe #1 partner - consortium leader

Please describe:

(a) company, (b) main products, (c) business and technical competences and (d) participating team members competences/ skills, e) PIC number

#### 16. Describe #2 partner

(a) company, (b) main products, (c) business and technical competences and (d) participating team members competences/ skills, e) PIC number

#### 17. Describe #3 partner (if exists)

(a) company, (b) main products, (c) business and technical competences and (d) participating team members competences/ skills, e) PIC number

#### 18. Explain the value of fusion as a consortium and how you will be structured as a sole team

Identify synergies, trans-disciplinary competences, cross-border dimension

### Section 5 - Budget

#### 19. Overall demonstration budget

Clearly present the budget divided by: (a) personnel cost, (b) other direct costs, (c) subcontracting and indirect costs (apply 25% flat rate for Indirect costs), presenting the percentage by partner. Take into consideration TRINITY regulations (non-industrial partners or midcaps/large companies cannot exceed 40% of total budget).

#### 20. Budget #1 partner

Clearly present the budget divided by: (personnel cost, other direct costs, subcontracting and indirect costs (apply 25% flat rate for Indirect costs), providing explanations on nr of Person Months and average month-rate, other direct costs and subcontracting.

#### 21. Budget #2 partner

Clearly present the budget divided by: personnel cost, other direct costs, subcontracting and indirect costs (apply 25% flat rate for Indirect costs), providing explanations on nr of Person Months and average month-rate, other direct costs and subcontracting.

#### 22. Budget #3 partner

Clearly present the budget divided by: personnel cost, other direct costs, subcontracting and indirect costs (apply 25% flat rate for Indirect costs), providing explanations on nr of Person Months and average month-rate, other direct costs and subcontracting.

### Section 6 – ETHICS

Please declare that the project proposal meets the ethics requirements of H2020, and that, if funded, the project will continue to be compliant during its execution.

- I declare that our work is ethical and follows the rules of the European Commission. The work done in this proposal



- does not involve the ethical issues as set out by the ethical self-assessment<sup>2</sup>
- does involve the ethical issues as set out by the ethical self-assessment<sup>2</sup>

If your project does involve any of the ethical issues mentioned in the self-assessment, the ethics self-assessment guide must be followed to provide the necessary details as defined, and appended to the proposal.

For example, if the proposal involves the recording of human participants or storage of personal data, informed consent forms must be used and details must be given on the safe storage of such data.

- Selection box (supplementary):
  - We have “code of conduct” in our company
  - Corporate Social Sustainability (CSS) plan
  - Other ethics guidelines
  - Other

## Section 7 - UPLOAD WHOLE WORKPLAN

### 23. Activity plan description

Upload the Demonstration workplan, describe the activities and provide respective timeline. If relevant, break down your work to work packages and tasks. Explain how are you going to implement the project objectives. [\[Annex 3.1 Proposal Template\]](#)

## Section 8 - FINAL QUESTIONS

### 24. Could you please tell us how you heard about TRINITY?

- H2020 official Channel
- From other DIH
- Vanguard Initiative
- Twitter
- Friend/colleague reference
- University
- TRINITY partner
- TRINITY event
- Newsletter
- Web surfing
- News/media
- Peer applicants
- Other

### 25. I accept the TRINITY Terms and Conditions (link to website where they can read the decalarion)

- Yes
- No

<sup>2</sup> [http://ec.europa.eu/research/participants/portal/doc/call/h2020/h2020-msca-itn-2015/1620147-h2020\\_-\\_guidance\\_ethics\\_self\\_assess\\_en.pdf](http://ec.europa.eu/research/participants/portal/doc/call/h2020/h2020-msca-itn-2015/1620147-h2020_-_guidance_ethics_self_assess_en.pdf)

# TRINITY: Digital Technologies, Advanced Robotics and increased Cyber-security for Agile Production in Future European Manufacturing Ecosystems

## Annex 3.1– Proposal Template

### Call for Proposals for Demonstration Programme 1

**Identifier:** TRINITY Call-1

**Call title:** 1<sup>st</sup> call for TRINITY Demonstration Programme

**Project full name:** Digital Technologies, Advanced Robotics and increased Cyber-security for Agile Production in Future European Manufacturing Ecosystems

**Acronym:** TRINITY

**Grant agreement number:** 825196

**Deadline:** 28th, February, 2020 at 17:00 Brussels local time

### PROPOSAL

**Name of the applicant**

Coordinating Organisation - Title First Name, last Name

**E-mail:**

## Table of Contents

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3	Objectives, industrial relevance (max 1 page) .....	5
4	Potential impact and exploitation plans (max 1 page) .....	6
5	Description of the work plan and concept (max 2 pages) .....	7
6	Quality of the consortium as a whole and of the individual proposers (max 1 page) .....	8
7	Justification of costs and resources.....	9

## 1 Administrative data

No.	Participant organisation name	Participant short name	PIC Number	Country
1.				
2.				
3.				

No.	Participant short name	SME or slightly bigger (yes/no)	First time in EU project ?(Y/N)	Funding Requested (max. 70% of total)	Total costs
1					
2					
3					

## 2 Executive Summary (max 1 Page)

### Need:

- Describe the need from your consortia point of view.

### Approach:

- Describe the longer term vision where you aim in 3-5 years and how this proof-of-concept will help you to get there
- Please identify the most important challenges or are there important challenges overlooked?
- Justify the approach so that it is clear, logical and effective.
- Or does a wrong approach introduce extra risks?
- Do the milestones allow a solid execution of the project?

### Benefit:

- How will your company benefit from this demonstration project?
- What kind of growth you are expecting?
- Is there a realistic estimation of the scale and the growth of the (relevant) market(s) in which the results are applied?

### Competition:

- What is the competition you face with your solution?
- What are the alternative solutions already in the market?
- By what means your results will achieve good position in your market area?

### 3 Objectives, industrial relevance (max 1 page)

#### Describe the Objectives

- Are the described objectives of the project clear, verifiable, relevant and realistic?
- Are the new or improved products, processes or services intended in the long run new for the domain or the sector in which the partners operate or will operate?
- Is the leap in knowledge for the partners involved both clear and relevant?
- Is the progress made in the project in relation to the state-of-the-art in the domain or the sector in which the partners operate or will operate? Or does the project mainly apply existing knowledge?

#### Industrial relevance

- What are the most important industrial challenges you face within the scope of the project?
- Are there real challenges related to achieving the project objectives?

## 4 Potential impact and exploitation plans (max 1 page)

### Potential Impact

- What will change and how much with the solution you are targeting? You can describe for example the situation 2 years after this demonstration.
- Please describe shortly your longer term goals and how this first successful proof-of-concept will lead to there.
- What are the Key Performance Indicators you use to measure your project's success?
- Is the business case realistic and sufficiently elaborated?
- Does the project fit within the roadmap of the companies involved?

### Dissemination and Exploitation Plans

- What are the main exploitable results you expect to achieve with this Demonstration?
- Please explain how you will exploit the results.
- What are means you will publish and market your achievements?
- When do you expect the commercialization to start?
- Please identify the Tradeshairs, conferences, Open Events you plan to use for publishing results to your markets.
- Please describe how and who will produce the requested dissemination video?

### Ethical Analysis and Statement for Code of Conduct

- All demonstration projects are expected to follow Ethical Guidelines defined by commission<sup>1</sup>. If you are using humans as test subject please state that you are only using legal age persons, who can withdraw from the study at any point of time, and you are collecting a signed participant consent form (TRINITY will provide a template in a case of need).
- Append the self-assessment form if such assessment is deemed necessary.
- You are following the GDPR rules in case of collecting data from feasibility studies involving human subjects.
- Please state what code of conduct you are following.

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<sup>1</sup> [http://ec.europa.eu/research/participants/portal/doc/call/h2020/h2020-msca-itn-2015/1620147-h2020\\_-\\_guidance\\_ethics\\_self\\_assess\\_en.pdf](http://ec.europa.eu/research/participants/portal/doc/call/h2020/h2020-msca-itn-2015/1620147-h2020_-_guidance_ethics_self_assess_en.pdf)

## 5 Description of the work plan and concept (max 2 pages)

- Does the project plan provide realistic solutions for the most important challenges? Is the project plan achievable?
- Are the resources and the lead time in proportion with the project plan?
- Is the assignment of tasks between the partners clear?
- Does the project (described via tasks) actually contribute to the intended result?

<b>Demonstrator Title:</b>						
<b>Participant short name</b>						
<b>Role<sup>2</sup></b>						
<b>Description:</b> The main aim of this work....						
<b>Workplan</b>  <b>Task 1: xx (M1-2)</b> Lorem ipsum <b>Deliverable:</b> xxx.						
<b>Task 2: xx (M1-8)</b> Lorem ipsum <b>Deliverable:</b> xxx.						
<b>Task 3: xx (M6-M12)</b> Lorem ipsum <b>Deliverable:</b> xxx.						
<b>Impact and Outputs</b> Main Deliverables: Main Milestones:						
<b>Participants and effort</b>						
<b>Participant</b>						<b>TOTAL</b>
<b>Effort (PM)</b>						

PM = Person Months

<sup>2</sup> Examples of roles: End-user, application or technology expert, developer.



## 6 Quality of the consortium as a whole and of the individual proposers (max 1 page)

Introduction of the participants, their roles and expertise. Please introduce also the key staff and their competence assigned to the project:

- Do the partners possess required competence to fulfil the project expectations?
- Is there a sound mutual interaction?
- Is there an effective collaboration between the partners?
- Do the project objectives contribute to a broader common goal?

### **Describe #1 partner - consortium leader**

Please describe:

- (a) company,
- (b) main products,
- (c) business and technical competences and
- (d) participating team members competences/ skills

### **Describe #2 partner**

- (a) company,
- (b) main products,
- (c) business and technical competences and
- (d) participating team members competences/ skills

### **Describe #3 partner (if exists)**

- (a) company,
- (b) main products,
- (c) business and technical competences and
- (d) participating team members competences/ skills

Explain the value of fusion as a consortium and how you will be structured as a sole team  
Identify synergies, trans-disciplinary competences, cross-border dimension

## 7 Risk management

List here main risks related to implementing this demonstration. Also present a mitigation plan.

## 8 Justification of costs and resources

<please copy the numbers from the F6S budget template>

Participant Number	Participant short name	Innovation Action Funding rate (70%/100%)	Estimated eligible costs						Requested Funding (€)
			Effort (PM)	Personnel Costs (€)	Subcontracting (€)	Other Direct costs (€)	Indirect costs (€)	Total costs	
1		70 %	9		-	-	-	-	-
2		70 %	9			-	-	-	-
3		70 %	3		-		-	-	-
Total			21	-	-	-	-	-	

Costs for experimental facilities of the applicants, if any, are included in "Other direct costs".

Costs for subcontracting and other direct costs need to be clearly explained. Indirect costs are to be calculated as 25% of direct costs (i.e. personnel costs + other direct costs).

## 9 Ethical/Security

### ETHICAL ISSUES TABLE

	YES/NO
<b>Informed Consent</b>	
• Does the proposal involve children?	
• Does the proposal involve patients or persons not able to give consent?	
• Does the proposal involve adult healthy volunteers?	
• Does the proposal involve Human Genetic Material?	
• Does the proposal involve Human biological samples?	
• Does the proposal involve Human data collection?	
<b>Research on Human embryo/foetus</b>	
• Does the proposal involve Human Embryos?	
• Does the proposal involve Human Foetal Tissue / Cells?	
• Does the proposal involve Human Embryonic Stem Cells?	
<b>Privacy</b>	
• Does the proposal involve processing of genetic information or personal data (e.g. health, sexual lifestyle, ethnicity, political opinion, religious or philosophical conviction)	
• Does the proposal involve tracking the location or observation of people?	
<b>Research on Animals</b>	

• Does the proposal involve research on animals?	
• Are those animals transgenic small laboratory animals?	
• Are those animals transgenic farm animals?	
• Are those animals cloned farm animals?	
• Are those animals nonhuman primates?	
<b>Research Involving Developing Countries</b>	
• Use of local resources (genetic, animal, plant etc)	
• Benefit to local community (capacity building i.e. access to healthcare, education etc)	
<b>Dual Use</b>	
• Research having direct military application	
• Research having the potential for terrorist abuse	
<b>ICT Implants</b>	
• Does the proposal involve clinical trials of ICT implants?	
<b>I CONFIRM THAT NONE OF THE ABOVE ISSUES APPLY TO MY PROPOSAL</b>	YES/NO

## 9.1 Ethics

If you have entered any ethics issues in the ethical issue table, you must:

- submit an ethics self-assessment, which:
  - describes how the proposal meets the national legal and ethical requirements of the country or countries where the tasks raising ethical issues are to be carried out;
  - explains in detail how you intend to address the issues in the ethical issues table, in particular as regards:
    - research objectives (e.g. study of vulnerable populations, dual use, etc.)
    - research methodology (e.g. clinical trials, involvement of children and related consent procedures, protection of any data collected, etc.)
    - the potential impact of the research (e.g. dual use issues, environmental damage, stigmatisation of particular social groups, political or financial retaliation, benefit-sharing, malevolent use , etc.).
- provide the documents that you need under national law(if you already have them), e.g.:
  - an ethics committee opinion;
  - the document notifying activities raising ethical issues or authorising such activities

⚠ *If these documents are not in English, you must also submit an English summary of them (containing, if available, the conclusions of the committee or authority concerned).*

⚠ *If you plan to request these documents specifically for the project you are proposing, your request must contain an explicit reference to the project title.*

## 9.2 Security

Please indicate if your project will involve:

- Activities or results raising security issues;.....(YES/NO)

- 'EU-classified information' as background or results: .....(YES/NO)



# **THIRD PARTY AGREEMENT**

**TRINITY**

**Open Call 1**

This Agreement and its annexes (hereinafter referred as “**the Agreement**”) is between

TAMPERE UNIVERSITY (TAU), TAMPEREEN KORKEAKOULUSÄÄTIÖ SR, Business ID 2844561-8, as the coordinator of the TRINITY Consortium representing the TRINITY Consortium. TAU is hereinafter referred to as the Coordinator, duly represented by [PERSON OF REPRESENTATION WITH FUNCTION]

and

[BENEFICIARY NAME]- a private company organized under the laws of [COUNTRY] established in [ADDRESS – STREET, POST CODE, CITY, COUNTRY], with VAT nr [TAX IDENTIFICATION NUMBER] duly represented by [PERSON OF REPRESENTATION WITH FUNCTION]

hereinafter jointly referred to as **Beneficiary**,

Coordinator and the Beneficiary are hereinafter each individually referred to as a **Party** and collectively as **Parties**.

**WHEREAS**, the **Coordinator** and the following Consortium Parties form a TRINITY CONSORTIUM: TAMPEREEN KORKEAKOULUSÄÄTIÖ SR (TAU), CENTRIA AMMATTIKORKEAKOULU OY (CENT), UNIVERSITETET I TROMSØ (UiT), INSTITUT JOZEF STEFAN (JSI), PANEPISTIMIO PATRON (LMS), BUDAPESTI MUSZAKI ES GAZDASAGTUDOMANYI EGYETEM (BME), FRAUNHOFER GESELLSCHAFT ZUR FÖRDERUNG DER ANGEWANDTEN FORSCHUNG E.V. (Fraunhofer), FLANDERS MAKE VZW (MAKE), ELEKTRONIKAS UN DATORZINATNU INSTITUTS (EDI), LEUVEN SECURITY EXCELLENCE CONSORTIUM L-SEC VZW (LSEC), FASTEMS OY AB (FASTEMS), LP-MONTAGETECHNIK GMBH (LP), F6S NETWORK LIMITED (F6S), F6S NETWORK LIMITED (F6S), COMITE EUROPEEN DE COOPERATION DES INDUSTRIES DE LA MACHINE OUTIL CECIMO AISBL (CECIMO), and TOPPINDUSTRISENTERET AS (DNT). All the above listed consortium members and the Coordinator hereinafter jointly referred as **Consortium Members**. The Consortium is duly represented by TAU, which acts as a **Coordinator** of the Consortium and acts on behalf of all above-mentioned Consortium Members in this Agreement.

**WHEREAS**, TRINITY is a project funded by the Horizon 2020 Programme under grant agreement N° 825196 — TRINITY — H2020-DT-2018-2020/H2020-DT-2018-1 (**Grant Agreement**). The European Union (EU), represented by the European Commission (EC), and the Coordinator on behalf of the Consortium have signed the grant agreement and a consortium agreement for the implementation of the “TRINITY” project within the framework of the Horizon2020 Programme (**TRINITY**).

**WHEREAS**, Within the TRINITY a financial support for third parties is provided subject separate open calls organised within the TRINITY. As stipulated in the Grant Agreement, through the open calls third parties will be selected and financially supported to execute certain Demonstrations for the TRINITY.

**WHEREAS**, The TRINITY External Demonstration Open call duration is 6-12 months.

**WHEREAS**, The Beneficiary applied for the TRINITY’s Open Call 1 (**Call**) to receive support for implementation of the project [BENEFICIARY’S PROJECT NAME] (**Demonstration**) and has received a favourable response from the TRINITY’s Open Call 1 Selection Committee.

**NOW THEREFORE**, the **Parties**, enter into this Agreement with the terms and conditions below including those in its Annexes listed in Article 19 below.

## Article 1 SUBJECT OF THE AGREEMENT

This Agreement sets out the Parties' rights and mutual obligations with reference to a Demonstration within the TRINITY Demonstration program, in particular this Agreement specifies:

- Beneficiaries' obligations related to the Demonstration and participation in the Demonstration program,
- the terms and conditions of transferring financial support by Consortium to the Beneficiaries.

## Article 2 DEFINITIONS

1. **Open Call Committee (OCC)** has the meaning defined in section 5 below.
2. **Demonstration Program** means 12 month period after the Open Call, where the approved 3<sup>rd</sup> party demonstration development is active.
3. **Individual Implementation Plan** means the detailed project plan for the Demonstration, where key performance indicators (KPIs), milestones and tasks are defined.
4. **Results** means any (tangible or intangible) output of the Demonstration such as data, knowledge, software, report or information — whatever its form or nature, whether it can be protected or not — that is generated in the Demonstration, as well as any rights attached to it, including intellectual property rights.
5. **Background** means any data, know-how or information – whatever its form or nature (tangible or intangible) is, including any rights such as intellectual property rights – that(a) is held by a Party or a Consortium Member before the effective date of the this Agreement, and (b) is Needed by another Party or a Consortium Member to implement its own tasks within the Demonstration or to exploit its own Results, but solely to the extent that such data, information, know-how and/or intellectual property rights are introduced into the Demonstration by the owning Party or Consortium Member.
6. **Needed** means
  - for implementation of the Demonstration and/or TRINITY, that without the grant of such access rights, carrying out the tasks assigned to the recipient would be technically or legally impossible, significantly delayed, or require significant additional financial or human resources
  - for exploitation of own Results, access rights are Needed if, without the grant of such Access Rights, the exploitation of own Results would be technically or legally impossible.
7. **Confidential Information** means all information, in whatever form or mode of communication, which is disclosed by a Party (Disclosing Party) to any other Party (Recipient) either directly or indirectly in connection with the Demonstration during its implementation and which has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party.

## Article 3 SCHEDULE OF THE OPEN CALL

1. Demonstration program 1 shall start from [DATE] (**Starting Date**).
2. The duration of the Demonstration shall be 6-12 months as indicated in the Proposal by applicant (Party).
3. In the first month Individual Implementation Plan (IIP) will be evaluated (**IIP Evaluation**).
4. In the middle of the term mentioned in the point 2 above, the midterm evaluation (**Midterm Evaluation**), specified in article 5 shall be carried out.
5. At the end of the term mentioned in the point 2 above, the final evaluation (**Final Evaluation**), specified in article 5 shall be carried out.
6. At the end of the Demonstration Program a two days Open Days workshop and demonstration event will be organized, where beneficiaries will present their Results.

## Article 4 BENEFICIARIES' OBLIGATIONS

### INDIVIDUAL IMPLEMENTATION PLAN

1. Beneficiaries shall define Individual Implementation Plan (IIP), where the KPIs and Deliverables of Demonstration are established. The IPP must be finalized by month 1.
2. The final version of the IIP will be approved by the TRINITY Open Call committee.
3. The IIP shall be prepared and annexed as Annex 2 to the Agreement till [DATE].
4. Annexing the IIP to the Agreement do not require any additional consent of Parties.
5. Beneficiaries are obliged in best efforts basis to undertake all necessary actions to reach KPIs and Deliverables established in the IIP. In addition, the Beneficiaries shall implement the recommendations and requests included in the Ethical Evaluation Report within the execution of the Demonstration. Payment of the Grant is subject to the progress of the Demonstration as indicated in the IIP and described in this Agreement.
6. Beneficiaries shall participate in all events enumerated in the article 2 under the consequence of being excluded from the TRINITY External Demonstration program and subject to refund and collection of the Grant.

## **Article 5 EVALUATION OF DEMONSTRATION**

The Demonstration shall be evaluated three times during the Demonstration: IIP Evaluation, Midterm Evaluation and Final Evaluation.

### **IIP EVALUATION**

1. The Individual Implementation Plan Evaluation will be carried out by the Open Call Committee (OCC) consisting of the representatives of the Consortium Members.
2. IIP shall define the demonstration plan, tasks and deliverables and KPIs.
3. The Demonstration may not enter the Demonstration program if it does not fulfil requirements for the IIP.

### **MIDTERM EVALUATION**

4. The Midterm Evaluation is carried out by the Open Call Committee (**OCC**). During the Midterm Evaluation the technical & business performance is evaluated based on the KPI's and Deliverables that, according to the IIP, should be achieved within the midterm of Demonstration Program.
5. To be positively evaluated during the Midterm Evaluation the Demonstration shall:
  - 5.1. reach the minimum KPI's established in the IIP, and
  - 5.2. meet Deliverables established in the IIP.
6. The Demonstration may be asked to leave the Demonstration program if it does not fulfil requirements for the progress specified in the article 3 above.

### **FINAL EVALUATION**

7. Final Evaluation is carried out on the same conditions as the Midterm Evaluation but the KPI's and Deliverables are verified in accordance with the IIP's requirements for the end of the Demonstration Program 1.
8. The Demonstration may be excluded from the Demonstration Program if it does not fulfil requirements specified in the article 3 and established in the IIP for the end of the Demonstration program 1.
9. General Assembly (GA), comprised of one representative from each member of the Consortium, will be the body making the decision on excluding a Demonstration from the Demonstration Program if the Demonstration has not fulfilled the KPI's and/or reached the Deliverables required within the mid or final evaluation.

## **Article 6 GRANT AMOUNT**

1. In the Demonstration Program Beneficiaries may receive the financial support for implementing the Demonstration in the total amount of [AMOUNT] (IN WORDS) EUR (**Grant**), whereas



[BENEFICIARY'S NAME] may receive Grant in the maximum amount of [AMOUNT] (IN WORDS) EUR,  
[BENEFICIARY'S NAME] may receive Grant in the maximum amount of [AMOUNT] (IN WORDS) EUR,  
[BENEFICIARY'S NAME] may receive Grant in the maximum amount of [AMOUNT] (IN WORDS) EUR,

subject to the following rules:

- 1.1. The total amount of the Grant received within the TRINITY Open Calls shall not exceed 300.000,00 (three hundred thousand) EUR per Beneficiary.
- 1.2. The maximum amount of the Grant received [BENEFICIARY'S NAME] as a Manufacturing SME shall not exceed 300.000,00 (three hundred thousand) EUR for [BENEFICIARY'S NAME] as a Beneficiary of different type than a Manufacturing SME.
2. Beneficiaries shall receive the Grant in the following tranches (**Payments**):
  - 2.1. 30% of the Grant shall be transferred to the Beneficiaries, under the condition that the IPP is evaluated by the OCC, mentioned in the Article 5.
  - 2.2. 40% of the Grant shall be transferred to the Beneficiaries, under the condition that the Demonstration is positively evaluated during the Final Evaluation, mentioned in the Article 5.
  - 2.3. 30% of the Grant shall be transferred to the Beneficiaries after the end of the demonstration project.
3. Payments shall be transferred without undue delay after fulfilling the conditions mentioned in the point 2 above, provided that the Beneficiaries have provided all necessary information and materials needed for the payment.
4. The funds received by the Beneficiary are owned by the EC until the Payment of Balance from EC for the whole TRINITY Consortium occurs. Coordinator is a mere holder and manager of the funds for Beneficiaries in the name of the Consortium.
5. All Payments will be made to the Beneficiaries by bank transfer from Coordinator. Payments made by the Coordinator shall be considered to have been carried out on the date when they are debited from Coordinator's account. All Payments shall be made in euros. The Beneficiaries shall provide a bank account denominated in euros, otherwise the Beneficiary bears the costs of the currency conversion. All Payments shall be made to the bank account indicated in the financial identification form of the EC being an Annex 5 to this Agreement.

## **Article 7** REPRESENTATIONS AND WARRANTIES

### ELIGIBILITY CONDITIONS

1. By signing this Agreement, the Beneficiary declares that it meets the eligibility conditions as defined in the Guide for Applicants applicable to the Call and attached as Annex 5 to this Agreement.
2. The Beneficiaries represent and warrant that they will implement the Demonstration, in compliance with the provisions of the Agreement and all legal obligations under applicable EU, international and national law, and European code of conduct for research integrity.
3. By signing this Agreement, the Beneficiary accepts the Grant and agrees to assume responsibility for it and implement it in accordance with this Agreement, including all the rights, obligations and conditions sets out herein. Further, the Beneficiary confirms that all information provided in this Agreement, its Annexes and during the Call are true, correct and up to date as of the date of signing this Agreement.

### PROVISIONS OF THE GRANT AGREEMENT

4. The **Beneficiary** accepts the terms and conditions of the Grant Agreement insofar as they relate to the tasks, which are contracted to it hereby, mainly the provisions that are attached as Annex 1 to this Agreement. Additionally, the Beneficiary acknowledges that the Coordinator and the other Consortium Members are bound by certain obligations arising out of the Grant Agreement and the Consortium Agreement. The Beneficiary hereby agrees to comply with all instructions and requests of the Consortium Members so that the Coordinator and the other Consortium Members are able to comply with all their obligations under those agreements.

## Article 8 KEEPING RECORDS — SUPPORTING DOCUMENTATION

1. The **Beneficiary** must keep adequate records and other supporting documentation to prove the proper implementation of the Demonstration in accordance with requirements of the national laws and usual accounting principles of the beneficiary.
2. The **Beneficiary** must provide — during implementation of the Demonstration and afterwards — any reasonable information requested by the **Coordinator** or EC or other Consortium Members in order to verify proper implementation of the Demonstration and compliance with any other obligation under this Agreement. For clarity, the supporting documentation must be made available upon request or in the context of checks, reviews, audits or investigations that may be conducted subject to the provisions of the Grant Agreement defined in Annex 1 hereto.
3. If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement (including the extension of findings), the **Beneficiary** must keep the records and other supporting documentation until the such checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement are resolved.
4. For clarity, the **Beneficiary** does not need to identify the actual eligible costs covered to Coordinator to prove the amount declared as the lump sum.

## Article 10 CONFIDENTIALITY

1. Parties hereby undertake for a period of four years after the termination of this Agreement:
  - 1.1. not to use Confidential Information otherwise than for the purpose for which it was disclosed;
  - 1.2. to use confidential information only to implement the Agreement unless otherwise agreed between the Parties;
  - 1.3. not to disclose Confidential Information to third parties without the prior written consent by the Disclosing Party;
  - 1.4. to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strictly need-to-know basis; and
  - 1.5. to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in machine readable form as much as practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information due to compliance with applicable laws and regulations or for compliance with on-going obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.
2. The Recipients shall be responsible for the fulfilment of the above obligations on behalf of their employees or third parties involved in the Demonstration and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Demonstration as well as after the termination of the contractual relationship with the relevant employee or third party.
3. Consortium Members shall not be deemed as third parties in regard to disclosure of Confidential Information. In addition, the **Coordinator** may disclose confidential information to its staff, other EU institutions and bodies. Especially the Coordinator may disclose confidential information to third parties, if:
  - 3.1. this is necessary to implement the Agreement or TRINITY or safeguard the EU's financial interests and
  - 3.2. the recipients of the information are bound by an obligation of confidentiality.
4. Under the conditions set out in Article 4 of the Rules for Participation Regulation No 1290/2013<sup>1</sup>, EC must moreover make available information on the results to other EU institutions, bodies, offices or agencies as well as Member States or associated countries.
5. The above obligation of confidentiality shall not apply for disclosure or use of Confidential Information, if and insofar as the Recipient can show that:
  - the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;

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<sup>1</sup>

- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
  - the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the reasonable knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
  - the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
  - the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
  - the Confidential Information was already known to the Recipient prior to disclosure,
  - or the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order. If a Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure notify the Disclosing Party, and comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.
6. The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Demonstration as with its own confidential and/or proprietary information but no less than reasonable care.
  7. The **Beneficiary** shall promptly advise the Disclosing Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.
  8. In addition to the confidentiality obligations of this Article and if considered the confidentiality obligations above do not provide sufficient protection, each Consortium Member may request a **Beneficiary** to enter into a specific NDA to safeguard said Consortium Member's confidential and proprietary information disclosed for the purposes of the TRINITY and Demonstration program.
  9. The same obligations on confidentiality agreed herein apply to the **Beneficiaries** when receiving Confidential Information from the other **Consortium Members** than the **Coordinator**.

#### **Article 10 OWNERSHIP OF RESULTS**

1. Results are owned by the Party or the Consortium Member that generates them.
2. Where Results are generated from work carried out jointly by the Parties to this Agreement or by the Beneficiary(ies) and other Consortium Members and it is not possible to separate such joint invention, design or work for the purpose of applying for, obtaining and/or maintaining the relevant patent protection or any other intellectual property right, the Parties or the Beneficiary(ies) and the other Consortium Members shall have joint ownership of this work. The joint owners shall, within a six (6) month period as from the date of the generation of such Results, establish a written separate joint ownership agreement regarding the allocation of ownership and terms of exercising, protecting and exploiting such jointly owned Results and the division of related costs on a case by case basis. However, until the time a joint ownership agreement has been concluded and as long as such rights are in force, such Results shall be jointly owned in shares according to their share of contribution (such share to be determined by taking into account in particular, but not limited to, the contribution of a joint owner to an inventive step, the person months or costs spent on the respective work etc.) to the Results by the joint owners concerned.

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for internal non-commercial research activities on a royalty-free basis, and
- each of the joint owners shall be entitled to otherwise exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given:
  - a. at least 45 calendar days advance notice; and
  - b. fair and reasonable compensation.

The joint owners shall agree on all protection measures and the division of related cost in advance.

3. The Beneficiary shall grant a non-exclusive, royalty-free, transferable and unlimited right of use with the right for sub-licensing to the Coordinator and the other Consortium Members for implementation of the TRINITY, including the Demonstration program with regard to all Results generated by the Beneficiary in the course of the work according to this Agreement and the Background of the Beneficiary related to such Results of the Beneficiary. Access rights to Beneficiary's Results and Background beyond the above said are subject to separate agreement and fair and reasonable terms to be agreed therein.
4. Access rights for the Beneficiaries on Results generated by the Consortium Partners, if Needed for implementation of their own tasks in the Demonstration, may be granted for the duration of the Demonstration on royalty-free basis but strictly to the extent Needed to fulfil the Demonstration tasks. Access rights to Results generated by the Consortium Members may be granted to the Beneficiaries if they are Needed for exploitation of Beneficiaries own Results, subject to fair and reasonable compensation to be agreed in a separate agreement. Such request for access rights needs to be made within 6 months after the end of the Demonstration.
5. Subject to the prior written approval of the owning Party or a Consortium Member, access rights on Background of Consortium Members to Beneficiaries, if Needed for implementation of their own tasks in the Demonstration, may be granted for the duration of the Demonstration on royalty-free basis but strictly to the extent Needed to fulfil the Demonstration tasks. The Consortium Member granting such access rights may require that a separate agreement on the Access rights is made.
6. For sake of clarity, Consortium Member involved in the Demonstration cannot not grant the Beneficiaries any access rights to Results or Background of another Consortium Member without prior written authorization of the other Consortium Member owning or holding the rights for said Results or Background.
7. For the avoidance of doubt, any grant of access rights not covered by this Section shall be at the absolute discretion of the owner and subject to such terms and conditions as may be agreed between the owner and recipient. A Party requesting access rights must show that they are Needed.

#### **Article 11**      **DISSEMINATION**

1. All dissemination actions must follow the guidelines given in Annex 2 section 6.3.
2. Each Party agrees that any dissemination activity (including publications, presentations or contributions to any standards) by the Beneficiary is subject to the prior written approval of the Coordinator.
3. The Coordinator and the other Consortium Members are entitled to include the main issues and information regarding the Demonstration in their reporting towards the European Commission.

#### **Article 12**      **COMMUNICATION BETWEEN THE PARTIES**

1. Communication under the Agreement (requests, submissions, 'formal notifications', etc.) must be made in writing. For the purposes of this Agreement, written form shall be deemed to include e-mail communication sent to the e-mail addresses indicated below including supporting documents. Parties appoint the following authorised persons to communicate:
  - a. For the [BENEFICIARY NAME] - [authorized person – name and email]
  - b. For the **Coordinator**: Minna Lanz (minna.lanz@tuni.fi)

Communications are considered to have been made once they are received by the receiving Party (i.e. on the date and time of receipt by the receiving Party, as indicated by the time stamp).

#### **Article 12**      **PROCESSING OF PERSONAL DATA**

Any personal data under the Agreement will be processed in accordance with applicable EU and national privacy laws. The Parties agree not to disclose to each other personal data (as defined in the EU general data protection regulation 2016/679) without entering into a separate written agreement for such purpose, except for necessary personal data of persons participating in the preparation and conclusion of this Agreement, which the Parties warrant that they are legally entitled to disclose.

### Article 13 RECOVERY OF UNDUE AMOUNTS

1. The **Coordinator** will claim back any amount that was unduly paid or is otherwise recovered by the EC from the Coordinator related to the respective Demonstration. In such a case, the **Coordinator** will formally notify the **Beneficiary** about the recovery. The notice will include following information:
  - a information of the **Coordinator's** intention to recover the amount due and the reasons why;
  - b request for the **Beneficiary** to submit observations within 7 days of receiving notification.
2. If no observations are submitted or the **Coordinator** decides to pursue recovery despite the observations it has received, it will formally provide notice of the confirmation of the recovery (together with the notification of amounts due). If payment is not made by the date in the debit note, the **Coordinator** will recover the amount.
3. If payment is not made by the date in the debit note, the amount to be recovered will be increased by late-payment interest at the rate set out below, from the day following the payment date in the debit note, up to and including the date **Coordinator** or the EC receives full payment of the amount. The late payment interest is due at the rate applied by the European Central Bank (ECB) for its main refinancing operations in euros ('reference rate').
4. The reference rate is the rate in force on the first day of the month in which the payment deadline expires, as published in the C series of the Official Journal of the European Union.

### Article 14 LIABILITY FOR DAMAGES

1. The **Coordinator** or a Consortium Member cannot be held liable for any damage caused by the **Beneficiary** or third parties involved in the Demonstration, as a consequence of implementing the Agreement. With the exception of the duty of confidentiality, the liability of the **Coordinator** and Consortium Members for damages is limited to direct damage, but does not extend to indirect damage or consequential losses, such as interruptions in production or other operating losses, loss of revenue or profit, or other indirect losses. The total aggregated liability of the **Coordinator** and Consortium Members hereunder is limited to the amount of twenty thousand (20 000) euros, provided such damage was not caused by a wilful act or gross negligence.
2. Except in case of force majeure, the **Beneficiary** must compensate the **Coordinator** or a respective Consortium Member for any damage it sustains as a result of the implementation of the Demonstration or because the Demonstration was not implemented in full compliance with this Agreement or other breach of this Agreement.
3. The terms of this Agreement shall not be construed to amend or limit any Party's statutory liability.
4. The Beneficiaries shall jointly, fully and exclusively bear the risks in connection with the Demonstration for which the Grant is granted with this Agreement. The Beneficiaries shall indemnify the Consortium Members for all damages, penalties, costs and expenses which the Consortium Members as a result thereof would incur or have to pay to the European Commission or to any third parties with respect to such Demonstration financially supported and/or for any damage in general, which the Consortium Members incur as a result thereof. In addition, should the European Commission have a right to recovery against the Coordinator or any other Consortium Member regarding the financial support granted under this Agreement, the Beneficiaries shall be jointly responsible to pay the sums in question in the terms and the date specified by the Coordinator. Moreover, the Beneficiaries shall indemnify and hold the Consortium Members, their respective officers, directors, employees and agents harmless from and against all repayments, loss, liability, costs, charges, claims or damages that result from or arising out of any such recovery action by the European Commission.
5. In respect of any information or materials (including Results and Background and Confidential Information) supplied by one Party to another Party or to or by a Consortium Member involved in the applicable Demonstration, no warranty or representation of any kind is made, given or implied as to the sufficiency, accuracy or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties. Therefore,
  - the recipient, shall in all cases be entirely and solely liable for the use to which it puts such information and materials (including Results and Background), and



- there is no liability in case of infringement of proprietary rights of a third party resulting from any access rights that may be granted hereunder.

## **Article 15**      **TERMINATION OF THE AGREEMENT**

1. The **Coordinator**, subject to possible decision of the GA, may terminate the Agreement if:
  - 1.1. a change to any of the **Beneficiaries'** legal, financial, technical, organisational or ownership situation is likely to substantially affect or delay the implementation of the Demonstration or calls into question the decision to award the Grant;
  - 1.2. implementation of the Demonstration is prevented by force majeure or suspended by any of the **Beneficiary** and either:
    - resumption is impossible, or
    - the necessary changes to the Agreement would call into question the decision awarding the Grant or breach the principle of equal treatment of applicants;
  - 1.3. any of the **Beneficiaries** is declared bankrupt, being wound up, having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, or is subject to any other similar proceedings or procedures under national law;
  - 1.4. any of the Beneficiaries do not comply with the applicable national law on taxes and social security;
  - 1.5. any of the Beneficiaries (or a natural person who has power to represent or take decisions on its behalf) has committed fraud, corruption, or is involved in a criminal organisation, money laundering or any other illegal activity or has been found guilty of professional misconduct, proven by any means;
  - 1.6. any of the Beneficiaries (or a natural person who has power to represent or take decisions on its behalf) has committed:
    - 1.6.1. serious breach of obligations under the Agreement or during the award procedure (including improper implementation of the Demonstration, submission of false information, failure to provide required information, breach of ethical principles);
    - 1.6.2. any of the Beneficiaries (or a natural person who has the power to represent or take decisions on its behalf) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (extension of findings from other grants to this Grant (see Article 15));
  - 1.7. any of the Beneficiaries is in a conflict of interest position; or
  - 1.8. any of the Beneficiaries no longer meets the eligibility conditions;  
the Demonstration is not positively evaluated during the Final Evaluation because it does not fulfil requirements specified in the Article 5 point 4 above established in the IMP for the end of the 2nd Stage.
2. The termination will take effect on the day specified in the notice of the termination. The **Beneficiary** may not claim damages due to termination by the **Coordinator**. After termination, the **Beneficiary** is still obliged to:
  - 1.1. keep records and other supporting documentation regarding the Grant and Demonstration;
  - 1.2. submit itself to checks, reviews, audits and investigations of the **Coordinator** or EC;
  - 1.3. submit to cost commitments: claims, recovery of the grant, liability for damages, applicable law, check and audits, confidentiality and ownership and access right provisions;
  - 1.4. and comply with the other provisions of the Grant Agreement included in Annex 1.

## **Article 16**      **FORCE MAJEURE**

*'Force majeure'* means any situation or event that:

- a. prevents either party from fulfilling their obligations under the Agreement;
- b. was unforeseeable, exceptional situation and beyond the Parties' control;
- c. was not due to error or negligence on their part (nor on the part of third parties involved in the Demonstration); and
- d. proves to be inevitable in spite of exercising all due diligence.

The following cannot be invoked as force majeure:

- a. any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure;
- b. labour disputes or strikes;
- c. financial difficulties.

Any situation constituting force majeure must be formally notified to the other Party without delay, stating the nature, likely duration and foreseeable effects. The Parties must immediately take all the necessary steps to limit any damage due to force majeure and do their best to resume implementation of the Demonstration as soon as possible. The Party prevented by force majeure from fulfilling its obligations under this Agreement cannot be considered in breach of them.

#### **Article 17**      **LANGUAGE**

English is the only official language, which shall govern this Agreement as well as all related documents, notices, meetings and processes. This means that any requested deliverables and other communication and reports shall be submitted in English.

#### **Article 18**      **APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

1. This Agreement is governed by the applicable EU law, in particular:
  - a. Regulation (Eu) No 1290/2013 of the European Parliament and of the Council of 11 December 2013 laying down the rules for participation and dissemination in "Horizon 2020 - the Framework Programme for Research and Innovation (2014-2020)" an repealing Regulation (EC) No 1906/2006;
  - b. Regulation (Eu) No 1291/2013 of the European Parliament and of the Council of 11 December 2013 establishing Horizon 2020 - the Framework Programme for Research and Innovation (2014-2020) and repealing Decision No 1982/2006/EC;
  - c. Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002; Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union, supplemented if necessary by the law of Belgium, excluding its choice of law provisions.
2. In addition, the **Beneficiary** bears sole responsibility for abidance by its national law, in particular in relation to tax and social security and labour law.
3. Any dispute concerning the interpretation, application or validity of the Agreement should be settled amicably. All disputes arising out of or in connection with this Agreement, which cannot be solved amicably, shall be finally settled by the competent courts of Brussels.

#### **Article 19**      **ANNEXES OF THE AGREEMENT AND ORDER OF PRIORITY**

The following annexes form an integral part of this Agreement:

Annex 1: Open Call 1 brochure, which provides the scope and objectives of the open call;

Annex 2: Guidelines for Applicants;

Annex 3: Application Form, an online application form, available at (link);

Annex 3.1: Proposal Template, a word document providing information on proposal schedule, funding breakdown and costs justification, Ethical & Security details;

Annex 4: TRINITY 3<sup>rd</sup> Party Agreement, which provides a template of the sub-grant agreement that the successful applicants will be requested to sign;

Annex 4.1 Excerpts of the Grant Agreement (attached to this document);

Annex 5: Consortium and honour Declaration, which indicates the consortium leader participant, the consortium members and the budget distribution per partner;

Annex 6: Administrative data form/ SME Declaration, which evaluates the status of the SMEs participating at an open call;

Annex 7: Bank account information, which collects information on coordinator bank account for which TRINITY payments will be made.

In case of discrepancy between this Agreement and Annex 1, the latter shall prevail. In case of discrepancy between this Agreement and any other annex, the text of this Agreement shall prevail.

**Article 20      ENTRY INTO FORCE OF THE AGREEMENT**

The Agreement will enter into force on the day of signature by the **Coordinator** or the last **Beneficiary**, whichever is later, with the Agreement’s effective day [ ].

**The individual signing below hereby represents and warrants that it is entitled to execute and deliver this Agreement on behalf of the named Party and that this Agreement is binding upon the named Party in accordance with its terms.**

For the **[BENFICIARY’S NAME]**

For the **Coordinator**

.....

.....

Done in English on [date of signature]

Done in English on [date of signature]



## **ANNEX 4.1 Excerpts of the Grant Agreement**

### **ARTICLE 22 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS**

#### **22.1 Checks, reviews and audits by the Commission**

##### **22.1.1 Right to carry out checks**

The Commission will — during the implementation of the action or afterwards — check the proper implementation of the action and compliance with the obligations under the Agreement, including assessing deliverables and reports.

For this purpose the Commission may be assisted by external persons or bodies. The Commission may also request additional information in accordance with Article 17. The Commission may request beneficiaries to provide such information to it directly. Information provided must be accurate, precise and complete and in the format requested, including electronic format.

##### **22.1.2 Right to carry out reviews**

The Commission may — during the implementation of the action or afterwards — carry out reviews on the proper implementation of the action (including assessment of deliverables and reports), compliance with the obligations under the Agreement and continued scientific or technological relevance of the action.

Reviews may be started up to two years after the payment of the balance. They will be formally notified to the coordinator or beneficiary concerned and will be considered to have started on the date of the formal notification.

If the review is carried out on a third party (see Articles 10 to 16), the beneficiary concerned must inform the third party.

The Commission may carry out reviews directly (using its own staff) or indirectly (using external persons or bodies appointed to do so). It will inform the coordinator or beneficiary concerned of the identity of the external persons or bodies. They have the right to object to the appointment on grounds of commercial confidentiality.

The coordinator or beneficiary concerned must provide — within the deadline requested — any information and data in addition to deliverables and reports already submitted (including information on the use of resources). The Commission may request beneficiaries to provide such information to it directly.

The coordinator or beneficiary concerned may be requested to participate in meetings, including with external experts.

For **on-the-spot** reviews, the beneficiaries must allow access to their sites and premises, including to external persons or bodies, and must ensure that information requested is readily available. Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the review findings, a ‘**review report**’ will be drawn up.

The Commission will formally notify the review report to the coordinator or beneficiary concerned, which has 30 days to formally notify observations (**‘contradictory review procedure’**). Reviews (including review reports) are in the language of the Agreement.

### **22.1.3 Right to carry out audits**

The Commission may — during the implementation of the action or afterwards — carry out audits on the proper implementation of the action and compliance with the obligations under the Agreement.

Audits may be started up to two years after the payment of the balance. They will be formally notified to the coordinator or beneficiary concerned and will be considered to have started on the date of the formal notification.

If the audit is carried out on a third party (see Articles 10 to 16), the beneficiary concerned must inform the third party. The Commission may carry out audits directly (using its own staff) or indirectly (using external persons or bodies appointed to do so). It will inform the coordinator or beneficiary concerned of the identity of the external persons or bodies. They have the right to object to the appointment on grounds of commercial confidentiality.

The coordinator or beneficiary concerned must provide — within the deadline requested — any information (including complete accounts, individual salary statements or other personal data) to verify compliance with the Agreement. The Commission may request beneficiaries to provide such information to it directly.

For **on-the-spot** audits, the beneficiaries must allow access to their sites and premises, including to external persons or bodies, and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the audit findings, a **‘draft audit report’** will be drawn up.

The Commission will formally notify the draft audit report to the coordinator or beneficiary concerned, which has 30 days to formally notify observations (**‘contradictory audit procedure’**). This period may be extended by the Commission in justified cases.

The **‘final audit report’** will take into account observations by the coordinator or beneficiary concerned. The report will be formally notified to it.

Audits (including audit reports) are in the language of the Agreement.

The Commission may also access the beneficiaries’ statutory records for the periodical assessment of unit costs or flat-rate amounts.

## **22.2 Investigations by the European Anti-Fraud Office (OLAF)**

Under Regulations No 883/2013<sup>14</sup> and No 2185/96<sup>15</sup> (and in accordance with their provisions and procedures), the European Anti-Fraud Office (OLAF) may — at any moment during implementation of the action or afterwards — carry out investigations, including on-the-spot checks and inspections, to establish whether there has been fraud, corruption or any other illegal activity affecting the financial interests of the EU.

## **22.3 Checks and audits by the European Court of Auditors (ECA)**

Under Article 287 of the Treaty on the Functioning of the European Union (TFEU) and Article 161 of the Financial Regulation No 966/2012<sup>16</sup>, the European Court of Auditors (ECA) may — at any moment during implementation of the action or afterwards — carry out audits. The ECA has the right of access for the purpose of checks and audits.

## **22.5 Consequences of findings in checks, reviews, audits and investigations — Extension of findings**

### **22.5.1 Findings in this grant**

Findings in checks, reviews, audits or investigations carried out in the context of this grant may lead to the rejection of ineligible costs (see Article 42), reduction of the grant (see Article 43), recovery of undue amounts (see Article 44) or to any of the other measures described in Chapter 6.

Rejection of costs or reduction of the grant after the payment of the balance will lead to a revised final grant amount (see Article 5.4).

Findings in checks, reviews, audits or investigations may lead to a request for amendment for the modification of Annex 1 (see Article 55).

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

### **22.5.2 Findings in other grants**

The Commission may extend findings from other grants to this grant (**‘extension of findings from other grants to this grant’**), if:

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

The extension of findings may lead to the rejection of costs (see Article 42), reduction of the grant (see Article 43), recovery of undue amounts (see Article 44), suspension of payments (see Article 48), suspension of the action implementation (see Article 49) or termination (see Article 50).

### **22.5.3 Procedure**

The Commission will formally notify the beneficiary concerned the systemic or recurrent errors and its intention to extend these audit findings, together with the list of grants affected.

22.5.3.1 If the findings concern **eligibility of costs**: the formal notification will include:

- (a) an invitation to submit observations on the list of grants affected by the findings;
- (b) the request to submit **revised financial statements** for all grants affected;
- (c) the **correction rate for extrapolation** established by the Commission on the basis of the systemic or recurrent errors, to calculate the amounts to be rejected if the beneficiary concerned:
  - (i) considers that the submission of revised financial statements is not possible or practicable or
  - (ii) does not submit revised financial statements.

The beneficiary concerned has 90 days from receiving notification to submit observations, revised financial statements or to propose a duly substantiated **alternative correction method**. This period may be extended by the Commission in justified cases.

The Commission may then start a rejection procedure in accordance with Article 42, on the basis of:

- the revised financial statements, if approved;
- the proposed alternative correction method, if accepted

or

- the initially notified correction rate for extrapolation, if it does not receive any observations or revised financial statements, does not accept the observations or the proposed alternative correction method or does not approve the revised financial statements.

**22.5.3.2** If the findings concern **substantial errors, irregularities or fraud or serious breach of obligations**: the formal notification will include:

- (a) an invitation to submit observations on the list of grants affected by the findings and
  - (b) the flat-rate the Commission intends to apply according to the principle of proportionality.
- The beneficiary concerned has 90 days from receiving notification to submit observations or to propose a duly substantiated alternative flat-rate.

The Commission may then start a reduction procedure in accordance with Article 43, on the basis of:

- the proposed alternative flat-rate, if accepted

or

- the initially notified flat-rate, if it does not receive any observations or does not accept the observations or the proposed alternative flat-rate.

## **22.6 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, any insufficiently substantiated costs will be ineligible (see Article 6) and will be rejected (see Article 42).

Such breaches may also lead to any of the other measures described in Chapter 6.

## **ARTICLE 23 — EVALUATION OF THE IMPACT OF THE ACTION**

### **23.1 Right to evaluate the impact of the action**

The Commission may carry out interim and final evaluations of the impact of the action measured against the objective of the EU programme.

Evaluations may be started during implementation of the action and up to five years after the payment of the balance. The evaluation is considered to start on the date of the formal notification to the coordinator or beneficiaries.

The Commission may make these evaluations directly (using its own staff) or indirectly (using external bodies or persons it has authorised to do so).

The coordinator or beneficiaries must provide any information relevant to evaluate the impact of the action, including information in electronic format.

### **23.2 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the Commission may apply the measures described in Chapter 6.

## **ARTICLE 35 — CONFLICT OF INTERESTS**

### **35.1 Obligation to avoid a conflict of interests**

The beneficiaries must take all measures to prevent any situation where the impartial and objective implementation of the action is compromised for reasons involving economic interest,

political or national affinity, family or emotional ties or any other shared interest (**‘conflict of interests’**).

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

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

### **35.2 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43) and the Agreement or participation of the beneficiary may be terminated (see Article 50).

Such breaches may also lead to any of the other measures described in Chapter 6.

## **ARTICLE 36 — CONFIDENTIALITY**

### **36.1 General obligation to maintain confidentiality**

During implementation of the action and for four years after the period set out in Article 3, the parties must keep confidential any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed (**‘confidential information’**).

If a beneficiary requests, the Commission may agree to keep such information confidential for an additional period beyond the initial four years.

If information has been identified as confidential only orally, it will be considered to be confidential only if this is confirmed in writing within 15 days of the oral disclosure.

Unless otherwise agreed between the parties, they may use confidential information only to implement the Agreement.

The beneficiaries may disclose confidential information to their personnel or third parties involved in the action only if they:

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

This does not change the security obligations in Article 37, which still apply.

The Commission may disclose confidential information to its staff, other EU institutions and bodies.

It may disclose confidential information to third parties, if:

- (a) this is necessary to implement the Agreement or safeguard the EU's financial interests and
- (b) the recipients of the information are bound by an obligation of confidentiality.

Under the conditions set out in Article 4 of the Rules for Participation Regulation No 1290/2013, the Commission must moreover make available information on the results to other EU institutions, bodies, offices or agencies as well as Member States or associated countries.

The confidentiality obligations no longer apply if:

- (a) the disclosing party agrees to release the other party;
- (b) the information was already known by the recipient or is given to him without obligation of confidentiality by a third party that was not bound by any obligation of confidentiality;
- (c) the recipient proves that the information was developed without the use of confidential information;
- (d) the information becomes generally and publicly available, without breaching any confidentiality obligation, or
- (e) the disclosure of the information is required by EU or national law.

### **36.2 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

## **ARTICLE 38 — PROMOTING THE ACTION — VISIBILITY OF EU FUNDING**

### **38.1 Communication activities by beneficiaries**

#### **38.1.1 Obligation to promote the action and its results**

The beneficiaries must promote the action and its results, by providing targeted information to multiple audiences (including the media and the public) in a strategic and effective manner.

This does not change the dissemination obligations in Article 29, the confidentiality obligations in Article 36 or the security obligations in Article 37, all of which still apply.

Before engaging in a communication activity expected to have a major media impact, the beneficiaries must inform the Commission (see Article 52).

#### **38.1.2 Information on EU funding — Obligation and right to use the EU emblem**

Unless the Commission requests or agrees otherwise or unless it is impossible, any communication activity related to the action (including in electronic form, via social media, etc.) and any infrastructure, equipment and major results funded by the grant must:

- (a) display the EU emblem and
- (b) include the following text:

When displayed together with another logo, the EU emblem must have appropriate prominence. For the purposes of their obligations under this Article, the beneficiaries may use the EU emblem without first obtaining approval from the Commission.

This does not, however, give them the right to exclusive use.

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

#### **38.1.3 Disclaimer excluding Commission responsibility**

Any communication activity related to the action must indicate that it reflects only the author's view and that the Commission is not responsible for any use that may be made of the information it contains.

### **38.2 Communication activities by the Commission**

#### **38.2.1 Right to use beneficiaries' materials, documents or information**

The Commission may use, for its communication and publicising activities, information relating to the action, documents notably summaries for publication and public deliverables as well as any other material, such as pictures or audio-visual material received from any beneficiary (including in electronic form).

This does not change the confidentiality obligations in Article 36 and the security obligations in Article 37, all of which still apply.

If the Commission's use of these materials, documents or information would risk compromising legitimate interests, the beneficiary concerned may request the Commission not to use it (see Article 52).

The right to use a beneficiary's materials, documents and information includes:

- (a) **use for its own purposes** (in particular, making them available to persons working for the Commission or any other EU institution, body, office or agency or body or institutions in EU Member States; and copying or reproducing them in whole or in part, in unlimited numbers);
- (b) **distribution to the public** (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes);
- (c) **editing or redrafting** for communication and publicising activities (including shortening, summarising, inserting other elements (such as meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation);
- (d) **translation**;
- (e) giving **access in response to individual requests** under Regulation No 1049/2001<sup>25</sup>, without the right to reproduce or exploit;
- (f) **storage** in paper, electronic or other form;
- (g) **archiving**, in line with applicable document-management rules, and
- (h) the right to authorise **third parties** to act on its behalf or sub-license the modes of use set out in Points (b), (c), (d) and (f) to third parties if needed for the communication and publicising activities of the Commission.

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

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

### **38.3 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 43).

Such breaches may also lead to any of the other measures described in Chapter 6.

## **ARTICLE 46 — LIABILITY FOR DAMAGES**

### **46.1 Liability of the Commission**

The Commission cannot be held liable for any damage caused to the beneficiaries or to third parties as a consequence of implementing the Agreement, including for gross negligence.

The Commission cannot be held liable for any damage caused by any of the beneficiaries or third parties involved in the action, as a consequence of implementing the Agreement.

### **46.2 Liability of the beneficiaries**

Except in case of force majeure (see Article 51), the beneficiaries must compensate the Commission for any damage it sustains as a result of the implementation of the action or because the action was not implemented in full compliance with the Agreement.

# TRINITY: Digital Technologies, Advanced Robotics and increased Cyber-security for Agile Production in Future European Manufacturing Ecosystems

## **Annex 5: Consortium Honour Declaration**



## Consortium Declaration

**Title of the Project:** \_\_\_\_\_

On behalf of \_\_\_\_\_ (Company name) established in \_\_\_\_\_ (Official address), VAT/TAX number \_\_\_\_\_, represented for the purposes of signing and submitting the Declaration by \_\_\_\_\_ (Name of legal representative), declares that all provided information below is true and legally binding.

- The Consortium leader declares that all Consortium partners have agreed on their roles and budget shares.
  - The Consortium leader is solely responsible to distribute the budget shares to Consortium partners in accordance to this Consortium Declaration.
  - TRINITY Consortium bears no responsibility in case the Consortium leader violates the mutual agreement set in this Consortium Declaration.
  - TRINITY Consortium bears no responsibility in case of dispute among consortium partners regarding IP rights.
- By submitting this document, the Consortium accepts all the rules explained in TRINITY Guidelines for Applicants.

**Coordinator Leader Contact Information:**

<b>Title (Mr, Mrs, Dr.)</b>	
<b>Name</b>	
<b>Surname</b>	
<b>Job Title</b>	
<b>Affiliation</b>	
<b>Full Address</b>	
<b>Country</b>	
<b>Email Address</b>	
<b>Telephone</b>	
<b>Mobile</b>	
<b>Signature and stamp</b>	

## Declaration of Honour on exclusion criteria and absence of conflict of interest

All participants signing this declaration of honour declare that all provided information below is true and legally binding:

1. Declares that is **not** in one of the following situations:

- a) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) it or persons having powers of representation, decision making or control over it have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;
- c) it has been guilty of grave professional misconduct proven by any means which the contracting authority can justify including by decisions of the European Investment Bank and international organizations;
- d) it is not in compliance with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- e) it or persons having powers of representation, decision making or control over it have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity, where such illegal activity is detrimental to the Union's financial interests;
- f) is subject to an administrative penalty for being guilty of misrepresenting the information required by the contracting authority as a condition of participation in a grant award procedure or another procurement procedure or failing to supply this information or having been declared to be in serious breach of its obligations under contracts or grants covered by the Union's budget.

2. Declares that:

- a) is not subject to a conflict of interest;
- b) has not made false declarations in supplying the information required by the as a condition of participation in the Open Calls of TRINITY Project or does not fail to supply this information;
- c) is not in one of the situations of exclusion, referred to in the abovementioned points a) to f).
- d) Is aware and fully accepts all TRINITY condition and rules as expressed in TRINITY open call documents Annex 1, Annex 2, Annex 3 and Annex 4.

3. Certifies that:

- is committed to participate in the abovementioned project;
- has stable and sufficient sources of funding to maintain its activity throughout its participation in the above-mentioned project and to provide any counterpart funding necessary;
- has or will have the necessary resources as and when needed to carry out its involvement in the above-mentioned project;
- no Consortium partner has received an amount greater or equal to 300 000 EUROS in total (including this proposal) via open calls of TRINITY DIH.

**1) Consortium leader**

<b>Company name</b>	
<b>PIC number</b>	
<b>Full address of the company</b>	
<b>Country</b>	
<b>Name of legal representative</b>	

<b>Project Budget share</b>	
<b>Legal representative signature and stamp</b>	

**2) Consortium partner No 2**

<b>Organization name</b>	
<b>PIC number</b>	
<b>Full address of the organization</b>	
<b>Country</b>	
<b>Name of legal representative</b>	
<b>Project Budget share</b>	
<b>Legal representative signature and stamp</b>	

**3) Consortium partner No 3**

<b>Organization name</b>	
<b>PIC number</b>	
<b>Full address of the organization</b>	
<b>Country</b>	
<b>Name of legal representative</b>	
<b>Project Budget share</b>	
<b>Legal representative signature and stamp</b>	

# TRINITY: Digital Technologies, Advanced Robotics and increased Cyber-security for Agile Production in Future European Manufacturing Ecosystems

## **Annex 6: Declaration on information on the SME qualification**

### Precise identification of the applicant enterprise

Name or Business name .....

Address (of registered office) .....

Registration / VAT number .....

Names and titles of the principal director(s) .....

### Type of enterprise (see explanatory note)

Tick to indicate which case(s) applies to the applicant enterprise:

- ☐ Autonomous enterprise In this case the data filled in the box below result from the accounts of the applicant enterprise only. Fill in the declaration only, without annex.
- ☐ Partner enterprise Fill in and attach the annex (and any additional sheets), then complete the declaration by copying the results of the calculations into the box below.
- ☐ Linked enterprise

### Data used to determine the category of enterprise

Calculated according to Article 6 of the Annex to the Commission Recommendation 2003/361/EC on the SME definition.

Reference period (*)		
Headcount (AWU)	Annual turnover (**)	Balance sheet total (**)

(\*) All data must be relating to the last approved accounting period and calculated on an annual basis. In the case of newly-established enterprises whose accounts have not yet been approved, the data to apply shall be derived from a reliable estimate made in the course of the financial year

(\*\*) EUR 1 000.

### Important:

Compared to the previous accounting period there is a change regarding the data, which could result in a change of category of the applicant enterprise (micro, small, medium-sized or big enterprise).

☐ No

☐ Yes (in this case fill in and attach a declaration regarding the previous accounting period).

### Signature

Name and position of the signatory, being authorised to represent the enterprise: .....

.....

I declare on my honour the accuracy of this declaration and of any annexes thereto.

Done at .....

Signature

## EXPLANATORY NOTE ON THE TYPES OF ENTERPRISES TAKEN INTO ACCOUNT FOR CALCULATING THE HEADCOUNT AND THE FINANCIAL AMOUNTS

### I. TYPES OF ENTERPRISES

The definition of an SME<sup>1</sup> distinguishes three types of enterprise, according to their relationship with other enterprises in terms of holdings of capital or voting rights or the right to exercise a dominant influence<sup>2</sup>.

#### ***Type 1: Autonomous Enterprise***

This is by far the most common type of enterprise.

It applies to all enterprises which are not one of the two other types of enterprise (partner or linked).

An applicant enterprise is autonomous if it:

- does not have a holding of 25%<sup>3</sup> or more in any other enterprise,
- and is not 25%<sup>3</sup> or more owned by any enterprise or public body or jointly by several linked enterprises or public bodies, apart from some exceptions<sup>4</sup>,
- and does not draw up consolidated accounts and is not included in the accounts of an enterprise which draws up consolidated accounts and is thus not a linked enterprise<sup>5</sup>.

#### ***Type 2: Partner Enterprise***

This type represents the situation of enterprises which establish major financial partnerships with other enterprises, without the one exercising effective direct or indirect control over the other. Partners are enterprises which are not autonomous, but which are not linked to one another.

The applicant enterprise is a partner of another enterprise if:

- it has a holding or voting rights equal to or greater than 25% in the other enterprise, or the other enterprise has a holding or voting rights equal to or greater than 25% in the applicant enterprise,

<sup>1</sup> Henceforth in the text, the term "Definition" refers to the Annex to Commission Recommendation 2003/361/EC on the definition of SMEs.

<sup>2</sup> Definition, Article 3

<sup>3</sup> In terms of the share of the capital or voting rights, whichever is higher is applied. To this percentage should be added the holding in that same enterprise of each enterprise, which is linked to the holding company (Definition, Article 3 paragraph 2)

<sup>4</sup> An enterprise may continue being considered as autonomous when this 25% threshold is reached or exceeded, if that percentage is held by the following categories of investors (provided that those are not linked with the applicant enterprise):

- a) public investment corporations, venture capital companies, individuals or groups of individuals with a regular venture capital investment activity who invest equity capital in unquoted businesses ("business angels"), provided the total investment of those business angels in the same enterprise is less than EUR 1 250 000,
- b) universities or non-profit research centres,
- c) institutional investors, including regional development funds,
- d) autonomous local authorities with an annual budget of less than EUR 10 million and less than 5000 inhabitants.

(Definition, Article 3 paragraph 2, second sub-paragraph)

<sup>5</sup> - If the registered office of the enterprise is situated in a Member State which has provided for an exception to the requirement to draw up such accounts pursuant to the Seventh Council Directive 83/349/EEC of 13 June 1983, the enterprise should nevertheless check specifically whether it does not meet one or other of the conditions laid down in Article 3 paragraph 3 of the Definition.

- There are also some very rare cases in which an enterprise may be considered linked to another enterprise through a person or a group of natural persons acting jointly (Definition, Article 3 paragraph 3).

- Conversely, there are very few cases of enterprises drawing up consolidated accounts voluntarily, without being required to do so under the Seventh Directive. In that case, the enterprise is not necessarily linked and can consider itself only a partner.

To determine whether the enterprise is linked or not, in each of the three situations it should be checked whether or not the enterprise meets one or other of the conditions laid down in Article 3 paragraph 3 of the Definition, where applicable through a natural person or group of natural persons acting jointly.

- the enterprises are not linked enterprises within the meaning defined below, which means, among other things, that the voting rights of one in the other do not exceed 50%,
- and the applicant enterprise does not draw up consolidated accounts which include the other enterprise by consolidation, and is not included by consolidation in the accounts of the other enterprise or of an enterprise linked to it<sup>5</sup>.

### **Type 3: Linked Enterprise**

This type corresponds to the economic situation of enterprises which form a group through the direct or indirect control of the majority of the voting rights (including through agreements or, in certain cases, through natural persons as shareholders), or through the ability to exercise a dominant influence on an enterprise. Such cases are thus less frequent than the two preceding types.

In order to avoid difficulties of interpretation for enterprises, the Commission has defined this type of enterprise by taking over – wherever they are suitable for the purposes of the Definition – the conditions set out in Article 1 of Council Directive 83/349/EEC on consolidated accounts<sup>6</sup>, which has been applied for many years.

An enterprise thus generally knows immediately that it is linked, since it is already required under that Directive to draw up consolidated accounts or is included by consolidation in the accounts of an enterprise which is required to draw up such consolidated accounts.

The only two cases, which are however not very frequent, in which an enterprise can be considered linked although it is not already required to draw up consolidated accounts, are described in the first two indents of endnote 5 of this explanatory note. In those cases, the enterprise should check whether it meets one or other of the conditions set out in Article 3 paragraph 3 of the Definition.

## **II. THE HEADCOUNT AND THE ANNUAL WORK UNITS<sup>7</sup>**

The headcount of an enterprise corresponds to the number of annual work units (AWU).

### **Who is included in the headcount?**

- The employees of the applicant enterprise,
- persons working for the enterprise being subordinate to it and considered to be employees under national law,
- owner-managers,
- partners engaging in a regular activity in the enterprise and benefiting from financial advantages from the enterprise.

Apprentices or students engaged in vocational training with an apprenticeship or vocational training contract are not taken into account in the headcount.

### **How is the headcount calculated?**

One AWU corresponds to one person who worked full-time in the enterprise in question or on its behalf during the entire reference year. The headcount is expressed in AWUs.

<sup>6</sup> Seventh Council Directive 83/349/EEC of 13 June 1983, based on Article 54(3)(g) of the Treaty and concerning consolidated accounts (OJ L 193 of 18.7.1983, p. 1), as last amended by Directive 2001/65/EC of the European Parliament and of the Council (OJ L 283 of 27.10.2001, p. 28).

<sup>7</sup> Definition, Article 5.

The work of persons, who did not work the entire year, or who worked part-time - regardless of its duration - and seasonal work is counted as fractions of AWU.

The duration of maternity or parental leaves is not counted.

## ANNEX TO THE DECLARATION CALCULATION FOR THE PARTNER OR LINKED TYPE OF ENTREPRISE

### Annexes to be enclosed if necessary

- Annex A if the applicant enterprise has at least one partner enterprise (and any additional sheets)
- Annex B if the applicant enterprise has at least one linked enterprise (and any additional sheets)

### Calculation for the partner or linked type of enterprise<sup>8</sup> (see explanatory note)

Reference period:			
	Headcount (AWU)	Annual turnover (*)	Balance sheet total (*)
1. Data <sup>9</sup> of the applicant enterprise or consolidated accounts (copy data from box B(1) in annex B <sup>10</sup> )			
2. Proportionally aggregated data <sup>9</sup> of all partner enterprises (if any) (copy data from box A in annex A)			
3. Added up data <sup>9</sup> of all linked enterprises (if any) – if not included by consolidation in line 1 (copy data from box B(2) in annex B)			
<b>Total</b>			

(\*) EUR 1 000.

The data entered in the "Total" row of the above table should be entered in the box "Data used to determine the category of enterprise" in the declaration.

<sup>8</sup> Definition, Article 6 paragraphs 2 and 3

<sup>9</sup> All data must be relating to the last approved accounting period and calculated on an annual basis. In the case of newly-established enterprises whose accounts have not yet been approved, the data to apply shall be derived from a reliable estimate made in the course of the financial year (Definition, Article 4).

<sup>10</sup> The data of the enterprise, including the headcount, are determined on the basis of the accounts and other data of the enterprise or, where they exist, the consolidated accounts of the enterprise, or the consolidated accounts in which the enterprise is included through consolidation.



## ANNEX A

### Partner enterprises

For each enterprise for which a 'partnership sheet' has been completed (one sheet for each partner enterprise of the applicant enterprise and for any partner enterprises of any linked enterprise, of which the data is not yet included in the consolidated accounts of that linked enterprise), the data in the 'partnership box' in question should be entered in the summary table below:

#### BOX A

Partner enterprise (name / identification)	Headcount (AWU)	Annual turnover (*)	Balance sheet total (*)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
<b>Total</b>			

(\*) EUR 1 000.

(attach sheets or expand the present table, if necessary)

#### Reminder:

This data is the result of a proportional calculation done on the 'partnership sheet' for each direct or indirect partner enterprise.

The data entered in the "Total" row of the above table should be entered in line 2 (regarding partner enterprises) of the table in the Annex to the declaration.

## PARTNERSHIP SHEET

### 1. Precise identification of the applicant enterprise

Name or Business name .....

Address (of registered office) .....

Registration/VAT number<sup>11</sup> .....

Names and titles of the principal director(s)<sup>12</sup> .....

### 2. Raw data regarding that partner enterprise

Reference period			
	Headcount (AWU)	Annual turnover (*)	Balance sheet total (*)
<b>Raw data</b>			
(*) EUR 1 000.			

**Reminder:** These raw data are derived from the accounts and other data of the partner enterprise, consolidated if they exist. To them are added 100% of the data of enterprises which are linked to this partner enterprise, unless the accounts data of those linked enterprises are already included through consolidation in the accounts of the partner enterprise<sup>13</sup>. If necessary, add “linkage sheets” for the enterprises which are not yet included through consolidation.

### 3. Proportional calculation

- a) Indicate precisely the holding<sup>14</sup> of the enterprise drawing up the declaration (or of the linked enterprise via which the relation to the partner enterprise is established) in the partner enterprise to which this sheet relates:
- .....

Indicate also the holding of the partner enterprise to which this sheet relates in the enterprise drawing up the declaration (or in the linked enterprise):

.....

- b) The higher of these two holding percentages should be applied to the raw data entered in the previous box. The results of this proportional calculation should be given in the following table:

#### ‘Partnership box’

Percentage:	Headcount (AWU)	Annual turnover (*)	Balance sheet total (*)
<b>Proportional results</b>			
(*) EUR 1 000.			

<sup>11</sup> To be determined by the Member State according to its needs

<sup>12</sup> Chairman (CEO), Director-General or equivalent.

<sup>13</sup> Definition, Article 6 paragraph 3, first sub-paragraph

<sup>14</sup> In terms of the share of the capital or voting rights, whichever is higher. To this holding should be added the holding of each linked enterprise in the same enterprise (Definition, Article 3 paragraph 2 first sub-paragraph).

These data should be entered in Box A in Annex A.

## ANNEX B

### Linked enterprises

#### DETERMINE THE CASE APPLICABLE TO THE APPLICANT ENTERPRISE:

☐ **Case 1:** The applicant enterprise draws up consolidated accounts or is included by consolidation in the consolidated accounts of another enterprise. (Box B(1))

☐ **Case 2:** The applicant enterprise or one or more of the linked enterprises do not establish consolidated accounts or are not included in the consolidated accounts. (Box B(2)).

**Please note:** The data of the enterprises, which are linked to the applicant enterprise, are derived from their accounts and their other data, consolidated if they exist. To them are aggregated proportionally the data of any possible partner enterprise of that linked enterprise, situated immediately upstream or downstream from it, unless it has already been included through consolidation<sup>15</sup>.

#### CALCULATION METHODS FOR EACH CASE:

**In case 1:** The consolidated accounts serve as the basis for the calculation. Fill in Box B(1) below.

##### Box B(1)

	Headcount (*)	Annual turnover (**)	Balance sheet total (**)
<b>Total</b>			

(\*) Where in the consolidated accounts no headcount data appears, the calculation of it is done by adding the data from the enterprises to which the enterprise in question is linked.

(\*\*) EUR 1 000.

The data entered in the "Total" row of the above table should be entered in line 1 of the table in the Annex to the declaration.

#### Identification of the enterprises included through consolidation

Linked enterprise (name / identification)	Address (of registered office)	Registration / VAT number (*)	Names and titles of the principal director(s) (**)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
<b>Total</b>			

(\*) To be determined by the Member State according to its needs

(\*\*) Chairman (CEO), Director-General or equivalent.

<sup>15</sup> Definition, Article 6 paragraph 3, second sub-paragraph

**Important:** Partner enterprises of such a linked enterprise, which are not yet included through consolidation, are treated like direct partners of the applicant enterprise. Their data and a 'partnership sheet' should therefore be added in Annex A.

**In case 2:** For each linked enterprise (including links via other linked enterprises), complete a "linkage sheet" and simply add together the accounts of all the linked enterprises by filling in Box B(2) below.

**Box B(2)**

Enterprise No.:	Headcount (AWU)	Annual turnover (**)	Balance sheet total (**)
1. (*)			
2. (*)			
3. (*)			
<b>Total</b>			
(*) attach one "linkage sheet" per enterprise			
(**) EUR 1 000.			

The data entered in the "Total" row of the above table should be entered in line 3 (regarding linked enterprises) of the table in the Annex to the declaration.

## LINKAGE SHEET

(only for linked enterprises not included by consolidation in Box B)

### 1. Precise identification of the applicant enterprise

Name or Business name .....

Address (of registered office) .....

Registration/VAT number<sup>16</sup> .....

Names and titles of the principal director(s)<sup>17</sup> .....

### 2. Data on enterprise

Reference period			
	Headcount (AWU)	Annual turnover (*)	Balance sheet total (*)
<b>Total</b>			

(\*) EUR 1 000.

These data should be entered in Box B(2) in Annex B.

**Important:** The data of the enterprises, which are linked to the applicant enterprise, are derived from their accounts and their other data, consolidated if they exist. To them are aggregated proportionally the data of any possible partner enterprise of that linked enterprise, situated immediately upstream or downstream from it, unless it has already been included through consolidation<sup>18</sup>.

Such partner enterprises are treated like direct partner enterprises of the applicant enterprise. Their data and a 'partnership sheet' have therefore to be added in Annex A.

<sup>16</sup> To be determined by the Member State according to its needs

<sup>17</sup> Chairman (CEO), Director-General or equivalent.

<sup>18</sup> If the data of an enterprise are included in the consolidated accounts to a lesser proportion than the one determined under Article 6 paragraph 2, the percentage rate according to that article should be applied (Definition, Article 6 paragraph 3, second sub-paragraph).

# TRINITY: Digital Technologies, Advanced Robotics and increased Cyber-security for Agile Production in Future European Manufacturing Ecosystems

## **Annex 7 - Bank account information form**



## ACCOUNT HOLDER INFORMATION

Account Name Holder	
The name or title under which the account has been opened and NOT the name of the authorized agent	
Holder's Address	
Postcode	
Town/City	
Country	

Contact Person	
It does not need to be an authorised agent.	
Telephone	
Phone	

## BANK ACCOUNT INFORMATION

Bank Name	
Branch Address	
Postcode	
Town/City	
Country	
IBAN number / Account number	
Format example: ES76 2077 0024 0031 0257 5766	
SWIFT code	
8 to 11 characters	

<div style="display: flex; justify-content: space-between; padding: 5px;"> <span>BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE</span> </div> <div style="border: 1px solid black; height: 150px; margin-top: 10px;"></div>	<div style="display: flex; justify-content: space-between; padding: 5px;"> <span>DATE + SIGNATURE OF ACCOUNT HOLDER (<b>OBLIGATORY</b>)</span> </div>
<div style="border: 1px solid black; height: 770px; margin-top: 10px;"></div>	

The bank stamp + signature of bank representative can be substituted by the attachment of a recent bank statement (less than 2 months).