**Sub-Grant Agreement**

**stadiem open call 2**

Grant Agreement No.: 957321
Call: H2020-ICT-2018-2020
Topic: ICT-44-2020
Type of action: IA

Contracting parties

The Vlaamse Radio- en Televisieomroeporganisatie nv, established in AUGUSTE REYERSLAAN 52, BRUSSEL 1043, Belgium, VAT number: BE0244142664, legally represented for the purposes of signing the Agreement by General Director Technology & Innovation, Stijn Lehaen, the Coordinator, hereinafter referred as the “Contractor”. The VRT acts on behalf of the STADIEM Consortium.

and

[Name of SME], with VAT number […], organized under the laws of […], established in [address], duly represented by [Name of legal representative and Position], hereinafter referred to as the “Beneficiary”.

Hereinafter collectively referred to as the “Contracting Parties”.

The Contracting Parties AGREE to the following terms and conditions including those in the following Annexes, which form an integral part of this Sub‐grant Agreement (hereinafter referred to as the “Contract”).

General Provisions

The European Commission (hereinafter referred to as the “EC”) and the Contractor on behalf of the STADIEM Consortium have signed the Grant Agreement no. 957321 for the implementation of the project START-UP DRIVEN INNOVATION IN EUROPEAN MEDIA (STADIEM) within the framework of the European Commission’s Framework Programme Horizon 2020 (the “Grant Agreement”).

The Beneficiary has received the favourable resolution by the external evaluators and therefore is entitled to receive funding and services according to the terms and conditions set out under this Contract and in accordance with the Guide for Applicants of STADIEM Open Call 2 (Annex 2).

The Contract aims at defining the framework of rights and obligations of the Contracting Parties for the development of the Project as defined in Annex 1.

The funds received by the Beneficiary are owned by the EC. The Contractor is a mere holder and manager of the funds.

# Entry into force of the contract and Termination

This Contract shall enter into force on the day of its signature by the last Contracting Party.

STADIEM is based on a 4-phase programme of Match > Develop > Integrate > Pilot that in total does not exceed 14 months. The contract can be terminated after each phase, depending on the STADIEM Consortium’s evaluation of the Beneficiary’s progress report to be submitted at the end of each phase.

The termination of the Contract will be subject to the terms and conditions set out in Annex 2 – Guide for Applicants.

# Obligations and Responsibilities of the Beneficiary

The obligations and responsibilities of the Beneficiary are defined in detail in Annex 2 ‐ Guide for Applicants. Additionally, the Beneficiary shall take every necessary precaution to avoid any risk of conflict of interest relating to economic interests, political or national affinities, personal or any other interests liable to influence the impartial and objective performance of the Project. In case the Beneficiary is involved in a conflict of interest or in a risk of conflict of interest, the Beneficiary must formally notify this situation to the Contractor without delay and immediately take all the necessary steps to rectify this situation.

# Breach of Contractual obligations

In the event the Contractor identifies that the Beneficiary:

1. Breached its obligations under the Contract, including the lack of impartial or objective performance of the Project because of conflicts of interest;
2. Stopped to carry out its business object of this Contract and therefore is not able or willing to continue the Project;
3. Is engaged in a bankruptcy or receivership process.

The Contractor will give written notice requiring such breach to be remedied within 30 days.

In case the Beneficiary has not brought remedies from the notice, the Contractor may decide to terminate the Contract unilaterally in writing.

Moreover, in the event the breach of the contractual obligations has been manifestly intentioned or with gross negligence, the Contractor may request the Beneficiary the refund of the payments made to date.

# Financial contribution and financial provisions

## Maximum financial contribution

The maximum financial contribution to be granted by the Contractor to the Beneficiary shall not exceed the amount of One Hundred And Fifty Thousand Euros (€ 150,000).

## Distribution of the financial contribution

The financial contribution to be granted to the Beneficiary shall be calculated and distributed in accordance with the provisions of the Guidelines for Applicants (Annex 2).

In any case, the financial grant to be paid will always be subject to:

* A favourable resolution by the evaluators and coaches responsible for assessing the Project in each of the stages (a set of KPIs will be set-up by coaches and sub-grantees and their achievement monitored during the incubation process execution)
* The availability of funds in the STADIEM bank account during the relevant payment period
* The prior written notice to the Beneficiary of the date and amount to be transferred to its bank account (Annex 5 - Bank account information form), giving the relevant references.
* Payments to the Beneficiary will be made by the Contractor. In particular:
	+ The Contractor reserves the right to withhold the payments in case the Beneficiary does not fulfill its obligations and tasks as per Annex 2 ‐ Guide for Applicants.
	+ Banking and transaction costs related to the handling of any financial resources made available to the Beneficiary by the Contractor shall be covered by the Beneficiary
* All payments shall be denominated and made in Euros (EUR). Payments will be made by bank transfer 30 days net from receipt of the request for payment (e.g. reimbursement of travel during the Match Phase) or after approval of the review reports (Develop, Integrate, Pilot). The Beneficiary is responsible for complying with any tax and legal obligations that might be attached to this financial contribution.

## Payments schedule

STADIEM is based on a 4-phase programme of Match > Develop > Integrate > Pilot. Each Phase comprises a set of activities that qualify for financial support, provided that the Beneficiary is selected for said phase by the STADIEM Consortium and thus has passed the previous phase successfully. All the funds allocated to start-ups will be based on concrete results and KPIs assessment. KPIs will be set separately with each start-up at the beginning of each Phase. Each beneficiary will be asked to present a budget planning at the beginning of each STADIEM Programme Phase. Cost reporting for the end of each Phase can be requested within the STADIEM Programme, where the beneficiary Start-Up/Scale-Ups must ensure that funds are properly spent.

Match Phase

* Due to COVID-19 pandemic and corresponding containment measures, travel is still difficult. In case European and national COVID-19 containment measures allow for travel, eligible travel and accommodation costs associated with meeting the STADIEM Hubs, experts and identifying a Corporate partner will be reimbursed up to €7.000.

Develop Phase

* The maximum financial contribution for this Phase is €70.000, if and only if the Beneficiary passes the selection after the Match Phase.
* A first instalment of 30% of the requested contribution will be transferred at the beginning of the Develop Phase.
* A second instalment of 35% of the requested contribution will be transferred after passing the mid-term review of the Develop Phase.
* A third and final instalment of 35% of the requested contribution will be transferred after passing the final review of the Develop Phase.

Integrate Phase

* The maximum financial contribution for this Phase is €27.500, if and only if the Beneficiary passes the selection at the end of the Develop Phase.A first instalment of 30% of the requested contribution will be transferred at the beginning of the Integrate Phase.
* A second instalment of 35% of the requested contribution will be transferred after passing the mid-term review of the Integrate Phase.
* A third and final instalment of 35% of the requested contribution will be transferred after passing the final review of the Integrate Phase.

Pilot Phase

* The maximum financial contribution for this phase is €50.000, if and only if the Beneficiary passes the selection after the Integrate Phase.
* A first instalment of 30% of the requested contribution will be transferred at the beginning of the Pilot Phase.
* A second instalment of 35% of the requested contribution will be transferred after passing the mid-term review of the Pilot Phase.
* A third and final instalment of 35% of the requested contribution will be transferred after passing the final review of the Pilot Phase.

## Use of the financial contribution and recovery

The Beneficiary commits to a proper use of the funding, for the purposes of carrying out the Project in compliance with the KPIs, in accordance with Annex 2 – Guidelines for Applicants.

If, on the basis of an audit (under Article 11), the EC seeks to recover contributions from the Contractor, of financial contributions made to the Beneficiary under this Contract, due to a misuse of the funding received, the Beneficiary agrees to repay such amounts to the Contractor.

# Liability of the Contracting Parties

The Beneficiary is responsible for any act or omission that causes damage to the Contractor and/or the EC in relation to this Contract. If the Beneficiary is a start-up, all its members will be jointly responsible for the damages caused.

The Beneficiary shall bear sole responsibility for ensuring that their acts within the framework of this Contract do not infringe third parties rights.

Neither the Contractor or the EC can be held liable for any acts or omissions of the Beneficiary in relation to this Contract.

There is no joint liability between the Contracting Parties.

# Article 6 Confidentiality

## Principles

All information in whatever form or mode of communication, which is disclosed by the Disclosing Party to a Recipient in connection with the STADIEM project 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 as confidential information by the Disclosing Party, is “Confidential Information”. With respect to all information of whatever nature or form as is disclosed between the Contracting Parties in connection with the Project and identified in writing as confidential, the terms of this Article shall apply.

## Obligations

The Contracting Parties agree that such information is communicated on a confidential basis and its disclosure may be prejudicial to the owner of the information, and each of the receiving Party undertake that:

1. It will not, during the term of the Project and for a period of five (5) years from the expiration date of the STADIEM Project on 30 September 2023, use any such information for any purpose other than in accordance with the terms of the Contract.
2. It will, during the term of the Project and for a period of five (5) years from the expiration date of the STADIEM Project on 30 September 2023, treat the same as (and to procure that the same be kept) confidential, provided always that such agreement and undertaking shall not extend to any information which the receiving Party can show:
	1. Was, at the time of disclosure to the concerned Contracting Party, published or otherwise generally available to the public;
	2. has, after disclosure to either of the Contracting Parties, been published or become generally available to the public otherwise than through any act or omission on the part of the receiving Party;
	3. was already in the possession of the receiving Party, without any restrictions on disclosure, at the time of disclosure; or
	4. was rightfully acquired from others without any undertaking of confidentiality; or
	5. is subsequently independently developed by the receiving Party without use of the information provided by the disclosing party.
3. it will, during the term of the Project and for a period of five (5) years from the expiration date of the STADIEM Project on 30 December 2023, take the appropriate measures to guarantee the confidentiality of the information provided and the Contractor may request at any time information about these measures and their compliance.
4. it may disclose confidential information to their personnel or third parties involved in the action only if they:
	1. need to know to implement the Contract, and
	2. are bound by an obligation of confidentiality.
	3. In case of breach of the confidential rules hereinabove set, the Contracting Party breaching the confidentiality will remain solely liable towards possible claims.

# Article 7 Data protection

## Data protection obligations

The Contracting Parties have the obligation to abide by the Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

The processing of personal data shall be carried out lawfully, fairly and in a transparent manner, collected for specified purposes and adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed.

The Beneficiary will use and process the data only for the purposes of this Contract and during the length of the Contract. Any unauthorized use is forbidden. In any event, neither the Contractor nor the Data Provider will be held responsible for any abusive use of data incurred into by the Beneficiary.

The Beneficiary shall not try to re-identify anonymized data. In the event that re-identification occurs, the Beneficiary commits not to use such data.

The Beneficiary shall delete, at the end of this Contract, the data to which the Beneficiary has been granted access during the incubation process, except where an agreement is entered into with the Data Provider.

## New data produced

The Beneficiary acknowledges that she/he will be the “data controller” of any new data set or piece of personal information that the Beneficiary may produce in the course of the STADIEM Programme.

# Intellectual property rights

## Results of the Project

 Results are owned by the party that generates them. However, the Start-Up should consider joint ownership of results that are jointly generated with the Corporate lead. In case of joint ownership and joint IP, it is the Start-Up’s responsibility to negotiate terms and conditions with the Corporate lead.

## Ownership of the data

In case data is exchanged between the contracting party and the Beneficiary, or between the Beneficiary and involved third parties, separate data ownership and processing agreements will need to be set in place.

# Force Majeure

“Force Majeure” shall mean any unforeseeable exceptional situation or event beyond the Contracting Parties’ control, which prevents either of them from fulfilling any of their obligations under the Contract, which was not attributable to error or negligence on their part and which proves to be inevitable in spite of exercising all due diligence. Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties cannot be invoked as force majeure.

The Contracting Parties shall take the necessary measures to limit any damage due to force majeure. They shall do their best to resume the implementation of the action as soon as possible.

No Contracting Party shall be considered to be in breach of its obligations and tasks if such breach is caused by Force Majeure. A Contracting Party will notify the other Contracting Parties of any force majeure as soon as possible. In case the Beneficiary is not able to overcome the consequences of Force Majeure within thirty (30) calendar days after such notification, the Contractor and the Data Provider will decide accordingly including the termination of the Contract.

# Information and communication

## Information and communication towards the EC

The Beneficiary shall, throughout the duration of the Project, take appropriate measures to engage with the public and the media about the project and to highlight the financial support of the EC. Unless the EC requests otherwise, any publicity, including at a conference or seminar or any type of information or promotional material (brochure, leaflet, poster, presentation etc.), must specify that the project has received research funding from the EC and display the European emblem.

In particular, the Beneficiary must include the following text:

* For communication activities: “This project has received funding from the European Union’s Horizon 2020 research and innovation programme under grant agreement No 951981”.
* For infrastructure, equipment and major results: “This [infrastructure][equipment][insert type of result] is part of a project that has received funding from the European Union’s Horizon 2020 research and innovation programme under grant agreement No 951981”.

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.

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 is not liable for any use that may be made of the information contained therein.

The EC may use, for its communication and publicizing 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). 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 EC 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 publicizing activities (including shortening, summarizing, 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 1049/200127, 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 authorize 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 publicizing activities of the EC.

The Beneficiary shall ensure that all necessary authorizations for such publication have been obtained and that the publication of the information by the EC does not infringe any rights of third parties (including personnel of the Beneficiary).

Upon a duly substantiated request by the Contractor on behalf of the Beneficiary, 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.

## Information and communication among the Contracting Parties

Any notice to be given under this Contract shall be in writing to the addresses and recipients listed above.

Any change of persons or contact details shall be notified immediately to the Contractor. The address list shall be accessible to all concerned.

# Financial audits and controls

The EC may, at any time during the implementation of the Project and up to five years after the end of the STADIEM project (foreseen for 30 September 2023), arrange for financial audits to be carried out, by external auditors, or by the EC services themselves including the European Anti‐Fraud office (OLAF) and the European Court of Auditors (ECA), on the Beneficiary. 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 Beneficiary 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 Beneficiary shall keep the originals or, in exceptional cases, duly authenticated copies – including electronic copies ‐ of all documents relating to the Contract until 2029. 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 Beneficiary shall ensure that the EC´s services and any external body(ies) authorised by it have on‐the‐spot access at all reasonable times, notably to the Beneficiary’s 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 EC may decide not to take into account observations conveyed or documents sent after that deadline. The final report shall be sent to the beneficiary 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 EC in order to protect the European Communities’ financial interests against fraud and other irregularities.

# Assignment and subcontracting

The Beneficiary shall not assign or transfer in whole or in part any of its rights or obligations under this Agreement without the Contractor and the Data Provider express prior written consent.

# Language

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

# Amendments

Amendments or changes to this Contract shall be made in writing and signed by the duly authorized representative of the Contracting Parties.

Nevertheless, In the event the EC modifies the conditions, the Contractor will amend the Contract accordingly.

# Applicable Law

This Contract shall be construed in accordance with and governed by the laws of Belgium.

# Settlement of disputes

If the Contracting Parties are unable to resolve a dispute amicably, such dispute will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator in Brussels.

The Contracting Parties to the dispute may, by agreement, nominate the sole arbitrator for confirmation. If the parties fail to nominate a sole arbitrator within fourteen (14) days from the date when the claimant’s Request for Arbitration has been received by the other party, the sole arbitrator shall be appointed by the Court.

The seat of arbitration shall be Brussels.

The Contracting Parties agree that the language of the arbitration, including oral hearings, written evidence and correspondence, shall be English.

A duly rendered arbitration award shall be final and binding on the Contracting Parties to the dispute. Each Contracting Party to the arbitration conducted in accordance with this section hereof shall bear its own expenses incurred in connection with such arbitration, including fees of its legal counsels. All other costs and expenses shall be apportioned between the Contracting Parties to the arbitration in accordance with the decision of the arbitrators. Nothing in this Contract shall limit the Contracting Parties right to seek injunctive relief or to enforce an arbitration award in any applicable competent court of law.

AS WITNESS:

The Contracting Parties have caused this Contract to be duly signed by the undersigned authorized representatives in three (3) copies the day and year first above written:

For the VLAAMSE RADIO- EN TELEVISIEOMROEPORGANISATIE NV

Mr Stijn Lehaen

General Director Technology & Innovation

Signature

Done at Brussels on

For [ORGANISATION\_NAME]

Mr/Ms [NAME SURNAME]

[POSITION\_IN\_ORGANISATION] (if organisation)

Signature

Done at [Place] on [Date]

ANNEX 1 – PROJECT TEXT

[This refers to the proposal after introducing the changes, if any, during the negotiation between phase 0 – proposal submission and phase 1 – MATCH. The proposal will be integrated by the Contracting Party.]

ANNEX 2 – DECLARATION OF SME STATUS

|  **SMEs CHECK LIST**  |
| --- |

| Organisation legal name |  |
| --- | --- |
| Is your organisation engaged in (an) economic activit(y)ies[[1]](#footnote-0)? ***(Yes or No)*** |  |

**If NO, you are not an SME. If YES, go to the next set of questions.**

| What is for your last approved accounting period: |
| --- |
| Your number of employees? *(****in annual working unit****)* |  |
| Your turnover? *(****in €****)* |  |
| Your annual balance sheet total? *(****in €)*** |  |
| The duration *(****in months****)* of your last approved accounting period |  |
| The closing date *(****dd/mm/yyyy****)* of your last approved accounting period |  |
| **Name and signature of the authorised legal representative**  |  |

 Official exchange rate at the day of the closure of the accounting period (http://ec.europa.eu/budget/inforeuro)

**If your number of employees is equal or superior to 250 persons (AWU) and your annual turnover is equal or exceeds EUR 50 million and/or your annual balance sheet total is equal or exceeds EUR 43 million, you are not an SME.**

**If you are under all these ceilings, go to the next set of questions (1 and 2).**

| **1 – Does your organisation meet the following situations (1/2):** |
| --- |

| **1.1 Linked enterprises** | ***Upstream*** | An enterprise has a majority of the shareholders' or members' voting rights in you organisation ; and or has the right to appoint or remove a majority of the members of the administrative, management or supervisory body of your organisation ; and or has the right to exercise a dominant influence over your organisation pursuant to a contract entered into with you or to a provision in your memorandum or articles of association ; and or an enterprise, which is a shareholder in or a member of your organisation, controls alone, pursuant to an agreement with other shareholders in or members of your organisation, a majority of shareholders' or members' voting rights in your organisation ***[Yes or No]*** |  |
| --- | --- | --- | --- |
| If yes, please provide the legal name of this (these) enterprise(s) and send the documents requested here above ***Free text]*** |  |
|  |
|  |
| ***Downstream*** | Your organisation has a majority of the shareholders' or members' voting rights another (or several other) enterprise(s) ; and or has the right to appoint or remove a majority of the members of the administrative, management or supervisory body of another (or several other) enterprise(s) ; and or has the right to exercise a dominant influence over another (or several other) enterprise(s) pursuant to a contract entered into with that (these) enterprise(s) or to a provision in its (their) memorandum or articles of association and or your organisation, which is a shareholder in or member of another (or several other) enterprise(s), controls alone, pursuant to an agreement with other shareholders in or members of that (these) enterprise(s), a majority of shareholders' or members' voting rights in that (these) enterprise(s) ***Yes or No]*** |  |
| If yes, please provide the legal name of this (these) enterprise(s) and send the documents requested here above ***Free text]***  |  |
|  |

| ***1.2. Partner enterprises*** | ***Upstream*** | An enterprise (or several enterprises), which is (are) not classified as an upstream linked enterprise (see above) hold(s), either solely or jointly with one or more linked enterprises, 25 % or more of the capital or voting rights of your organisation ***[Yes or No]*** |  |
| --- | --- | --- | --- |
| If yes, please provide the legal name of this (these) enterprise(s) and send the documents requested here above ***Free text]***  |  |
|  |
|  |
| Do(e)s this (these enterprise(s) belong to the following list: | Category 1: public investment corporations, venture capital companies, individuals or groups of individuals with a regulare venture capital investement activity who invest equity capital in unquoted businesses ("business angels"), provided the total investment of those business angels in your organisation is less than EUR 1 250 000 ***[Yes or No]*** |  |
| Category 2: universities or non-profit research centres ***[Yes or No]*** |  |
| Category 3: institutional investors, including regional development funds ***[Yes or No]*** |  |
| Category 4: autonomous local authorities with an annual budget of less than EUR 10 million and less than 5,000 inhabitants ***[Yes or No]*** |  |
| Except in the cases set out in the 4 above mentioned, 25 % or more of the capital or voting rights of your organisation are directly or indirectly controlled, jointly or individually, by one or more public bodies ***[Yes or No]*** |  |
| ***Downstream*** | Your organisation holds, either solely or jointly with one or more linked enterprises, 25 % or more of the capital or voting rights of another (or several other) enterprise(s) ***[Yes or No]*** |  |
| If yes, please provide the legal name of this (these) enterprise(s) and send the documents requested here above ***Free text]***  |  |
|  |

| 2- If according to your answers to the precedent group of questions you have linked and/or partner enterprise(s), please provide for each of them the following data for their last approved accounting period, except for those belonging to one (or more) of the 4 categories mentioned under upstream partners enterprises: |
| --- |

| **Upstream Enterprises** |
| --- |
| Legal name of the enterprise | Status of the enterprise | Closing date of last approved accounting period | Duration of last approved accounting period | Share in the capital of your organisation | Share in the voting rights of your organisation | Number of employees | Turnover | Annual balance sheet total |
| **(linked or partner)** | **(dd/mm/yy)** | **(in months)** | **(%)** | **(%)** | **(In annual working units)** | **(In Euro)** | **(In Euro)** |
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| **Downstream Enterprises** |
| --- |
| Legal name of the enterprise | Status of the enterprise | Closing date of last approved accounting period | Duration of last approved accounting period | Your share in its capital | Your share in the voting rights of your organisation | Number of employees | Turnover | Annual balance sheet total |
| **(linked or partner)** | **(dd/mm/yy)** | **(in months)** | **(%)** | **(%)** | **(In annual working units)** | **(In Euro)** | **(In Euro)** |
|  |  |  |  |  |  |  |  |  |
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For each abovementioned enterprise, multiply the number of employees, the turnover and the annual balance sheet total by the highest % (either capital share or voting right share). Make the sum per category (eg number of employees, turnover and annual balance sheet total) and add it to your own number of employees, turnover and annual balance sheet total. If according to the results, you are under the ceilings established by the Recommendation 2003/361/EC relating to the definition of micro, small and medium-sized enterprises you are an SME. If not, you are not an SME.

ANNEX 3 – BANK ACCOUNT INFORMATION FORM

Please download the official Financial Identification Form template [here](https://ec.europa.eu/info/sites/default/files/about_the_european_commission/eu_budget/fich_sign_ba_gb_en_0.pdf) (<https://ec.europa.eu/info/sites/info/files/about_the_european_commission/eu_budget/fich_sign_ba_gb_en_0.pdf>), fill it in and add it as annex 4.

1. SIGNATURE and STAMP

Done at LOCATION, DD/MM/YYYY

NAME\_SURNAME

POSITION [↑](#footnote-ref-0)