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# Open Call Package

Project INCIRCULAR (I3-2021-INV2a-MANU) [ID 101114988]

## Short Document Description

*Open call package: call documentation, application guidelines, proposal template, code of conduct, templates and forms for project evaluation and implementation (NDA, Absence of Conflict of Interest, evaluation and monitoring forms) and Evaluators Database.*

## Document History

Version	Date	Description
Polymeris	30/09/2024	Open Call Package

## Dissemination Level

Type of document		IP Level		Description
R - Report	x	PU = Public	X	Fully open (automatically posted online)
P - Prototype		SEN = Sensitive		Sensitive — limited under the conditions of the Grant Agreement
D - Demonstrator		PP = Restricted		Restricted to other programme participants (incl. Commission Services)
DATA – Data info		RE = Restricted		Restricted to group specified by the consortium (incl. Commission Services)
DEC - Decision		CO = Confidential		Confidential (without permission for sharing)
O - Other		EU Classified		RESTREINT-UE/EU-RESTRICTED, CONFIDENTIEL-UE/EU CONFIDENTIAL, SECRET-UE/EU-SECRET under Decision 2001/844

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## Executive Summary

This report presents the dedicated set of documents of the announcement of the call and guide for applicants, that were published on In Circular website. It includes the rules and procedures of the call and forms for projects evaluation and implementation.

## 1. Evaluators Database

The evaluation process will start after the end of the open call on 13th of November at 5 pm.

On the day this document is submitted, the evaluators database is not finalised and more evaluators will be added to ensure a successful evaluation process.

	Evaluator Name	Company	Country
1	Gerard PICHON	GBCC	France
2	Emmanuel RICHAUD	ENSAM	France
3	Didier MULLER	CLAYENS	France
4	Marta ZACONE	PROPLAST	Italy
5	Viktoria MARINOVA	MUNICIPALITY OF VARNA	Bulgaria
6	Renata URBONE	LEANERIA	Lithuania
7	Farhan SAHITO	PRIVANOVA	France
8	Marco BIANCHINI	LOMARTOV	Spain
9	Enrique JOSÉ MOLINER	POLISH CENTRE FOR ACCREDITATION	Poland
10	Efthymios KALIAMPAKAS	EU ENVIRONMENTAL TECHNOLOGY VERIFICATION (ETV)	Greece
11	Francisco de Asis TORRES FERNÁNDEZ	ESTACIÓN SERVICIO CUPACAR S.L	Spain
12	Stavros PARLALIS	FREDERICK UNIVERSITY	Cyprus
13			
14	XXXX	<i>DeremCo Project *</i>	<i>Italy, Slovenia, Austria, Portugal, Belgium, Finland, Spain</i>
15	XXXX	<i>DeremCo Project*</i>	<i>Italy, Slovenia, Austria, Portugal, Belgium, Finland, Spain</i>
16	XXXX	<i>DeremCo Project*</i>	<i>Italy, Slovenia, Austria, Portugal, Belgium, Finland, Spain</i>

\*A cooperation with DeremCo project was initiated to proceed with an exchange of evaluator. In Circular partner will provide internal evaluators to evaluate DeremCo cascade funding proposals and DeremCo will do as well.



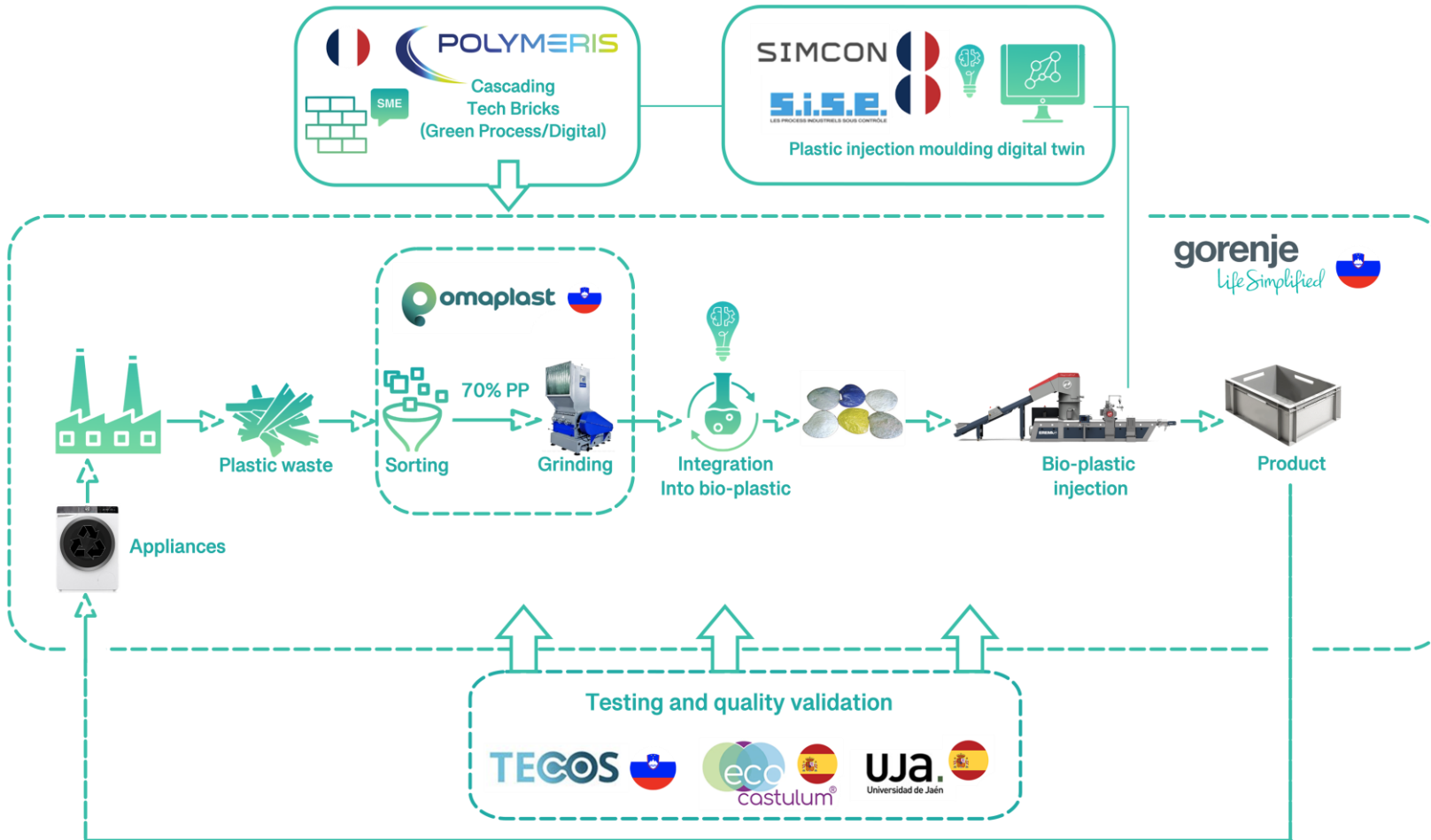
# INtegrating Cybernated Innovation to Raise the scale of Circular Units Looping Allied Regions

How to apply to the INCIRCULAR call to SMEs for a  
60 000 EUR GRANT?



Co-funded by  
the European Union

# INCIRULAR Project Objective



1. Demonstrate the production of bioplastic sourced 100% from recycled plastic and presenting technical specificities (mechanical, optical, thermal, etc.) similar or better to current petro-plastics. This is based on the demonstration (TRL6 to TRL9) of a technical process developed by our Slovenian research partner, in collaboration with an innovative Spanish SME and meant to be installed and deployed at the industrial site of Gorenje.

2. Integrate this new second-life material directly into the production chain of the Gorenje site by collaborating with the waste management company Omaplast which will collect, sort and recycle (developed by TECOS) directly on the site. The innovative integration of the digital twinning of plastic injection molding developed by two French SMEs is necessary to ensure the use of this new second-life material in the Gorenje production chain.

# INCIRCULAR SME Open Call



## Ambition

- **INCIRCULAR will invest 360 000 EUR to source digital and process technology bricks meant to tackle its key challenges**
- **INCIRCULAR will select 6 promising proposals led by SMEs** to develop over 12 months innovation projects within the industrial pilot (Gorenje IPC) in view of **addressing tech-driven “upscaling” barriers.**
- **We provide 60 000 EUR funding for proposal providing solution-oriented innovations** from SMEs to address key barriers in design, digital twinning, sustainability, resource efficiency, and automation interregional transfer of best available technologies and the valorisation of SME innovations
- **We source top-notch tech in four fields** (automation, digital technology, sustainability and AI-based design)
- We especially seek proposals having a **cross-regional component**, leveraging the potential of SMEs to develop new products, processes and/or technical services.

# The Open Call



## Basic Information

Type of Action	GRANT (non-repayable)
Call Opening Date	12 September 2024
Call Closing Date	13 November 2024 – 17h00 CET
Time to inform the applicants	15 December 2024
Project start	1 January 2025
Maximum budget	60 000 EUR per SME
Expected grants to be signed	6
Maximum project duration	12 months



# The Open Call



**Proposals can be submitted to one challenge or cover both**

## **Challenge: Upgrading of plastic recycling lines for industrial side-stream/residues**

- Milling & Shredding Equipment with innovative potential (for example: advanced TB coatings for blades, superior alloys for knives, ...)
- Upgraded units/devices/screws/accessories for Recycled Materials Processing (extrusion, compounding equipment) and injection moulding technology (smart moulds, innovative sensors (in-line/off-line))

## **Challenge: Digitalisation systems with advanced AI solutions**

- Material Screening (efficient waste sorting, machine vision, input/output control etc.)
- Digitalisation of Recycling Processes (AI processing & smart digitalised mould/line, ...)

# Solutions we seek



**Incircular is developing a value chain for circular plastic in Europe. The following missing digital and process technology bricks have been identified:**

Major obstacles	Current state of the art	Examples of expected innovative bricks
Sorting of plastic side-stream	currently a manual procedure	automatic conveyers, in-line metal detectors and/or NIR/ Spectral imaging for easier sorting procedures between plastic types of streams and for assuring the relative clean streams are missing
Shredding of plastic lumps	new equipment required	innovative equipment or renovated and upgraded machine hardware (blades, sieves, mills, etc.) & secondary online sorting of by-products within the shredded material)
Compounding of new material formulations	Extrusion compounding of plastic matrices with fiber reinforcement requires comprehensive characterization analyses of the resulting composite formulations.	While mechanical, chemical, thermal, and morphological analyses are covered, equipment for Vicat Softening Point (VSP) and Heat Deflection Temperature (HDT) analyses are missing. Innovative hardware equipment could also be welcome such as drying systems for compounds, rheological nozzle for homogenous distribution of reinforcing fillers, in-line process control for eliminating the material thermal degradation, etc.
Processing polymer side-streams, optimizing injection molding processes, synchronizing parameters with simulations	Recycling line for mono-materials (single screw extruder), injection molding machine with automatic control and virtual twin export, smart molds with innovative sensors	Digital solutions for hardware equipment, advanced machine vision for parts inspection (complete parts, burned parts, surface defects)
Producing final products from recycled materials	Part design and CAD models, simulations for design correction, part/demonstrators production, GD&T measurements supported by the consortium	Automation of final parts quality control (e.g., scan box), on-site installation, online data transfer, replication to other production lines or sectors at GORENJE

# The Open Call



## Eligibility conditions - Who can apply?

### 1. Are you a SME\* ?

SMEs are legal entities as defined by the EC as Small and Medium Enterprises				
Company category	Staff headcount	Turnover	or	Balance sheet total
Medium-sized	< 250	≤ € 50 m		≤ € 43 m
Small	< 50	≤ € 10 m		≤ € 10 m
Micro	< 10	≤ € 2 m		≤ € 2 m

### 2. Is your SME based in one of these regions?

Andalusia, Auvergne Rhône-Alpes, Slovenia

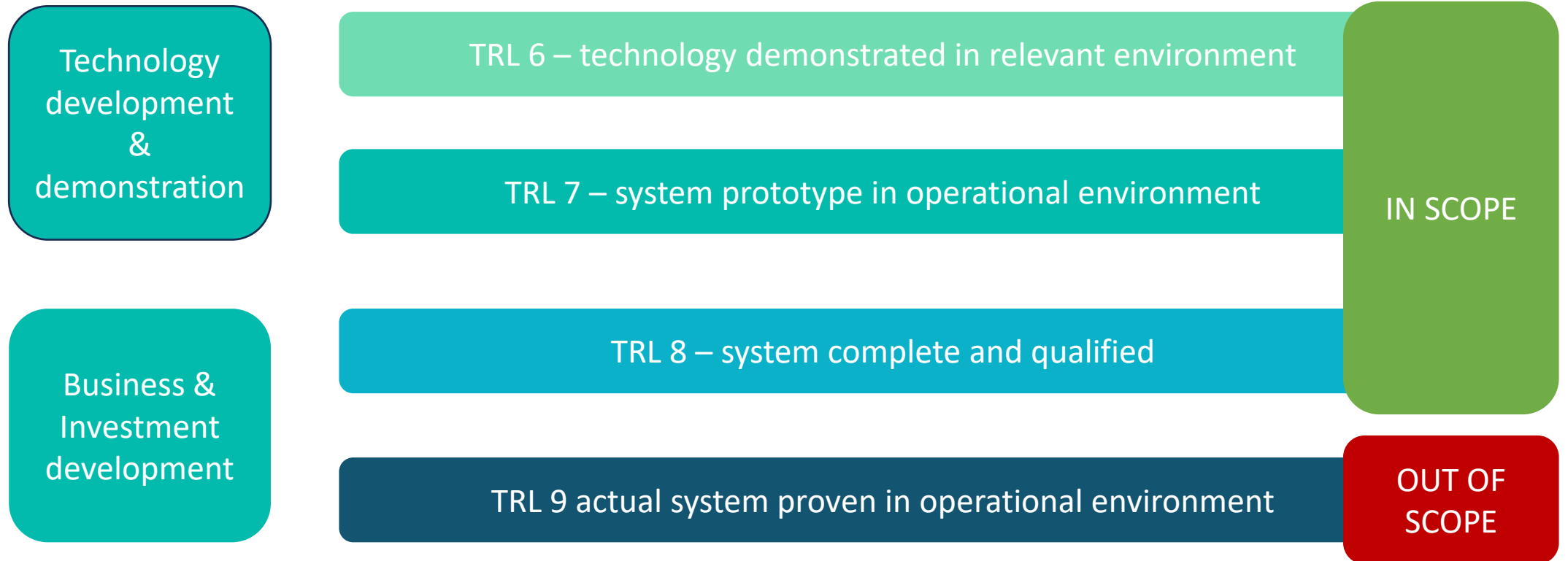
A total Budget of 360 000 EUR is available.  
Each SME can receive max. 60 000 EUR  
6 SMEs will be selected

\* Legal entities that fall under the European SME definitions (cf. 1) are eligible, this includes e.g. sole traders in Slovenia, micro Entrepreneurs in France or other legal forms as long as the maximum thresholds Staff headcount, Turnover or Balance sheet total) are not exceeded

# What activities will be funded?

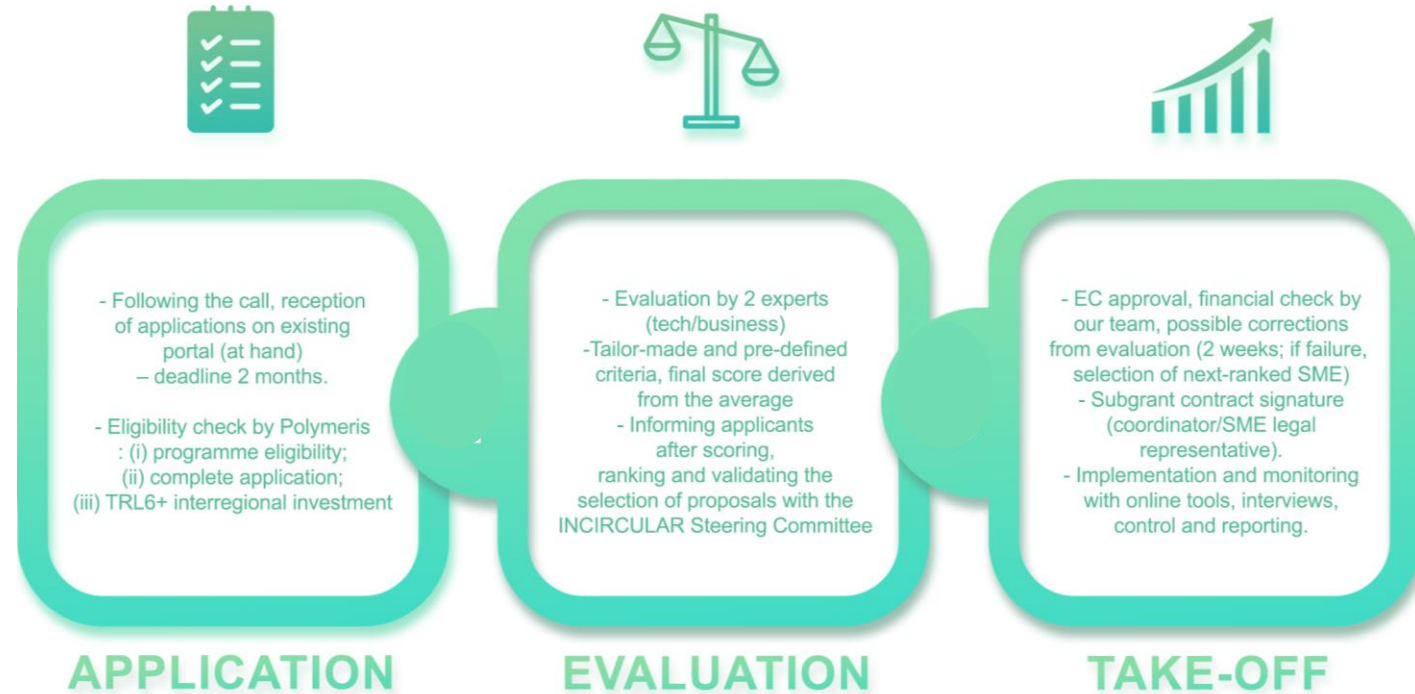


## Maturity of innovation - TRL level

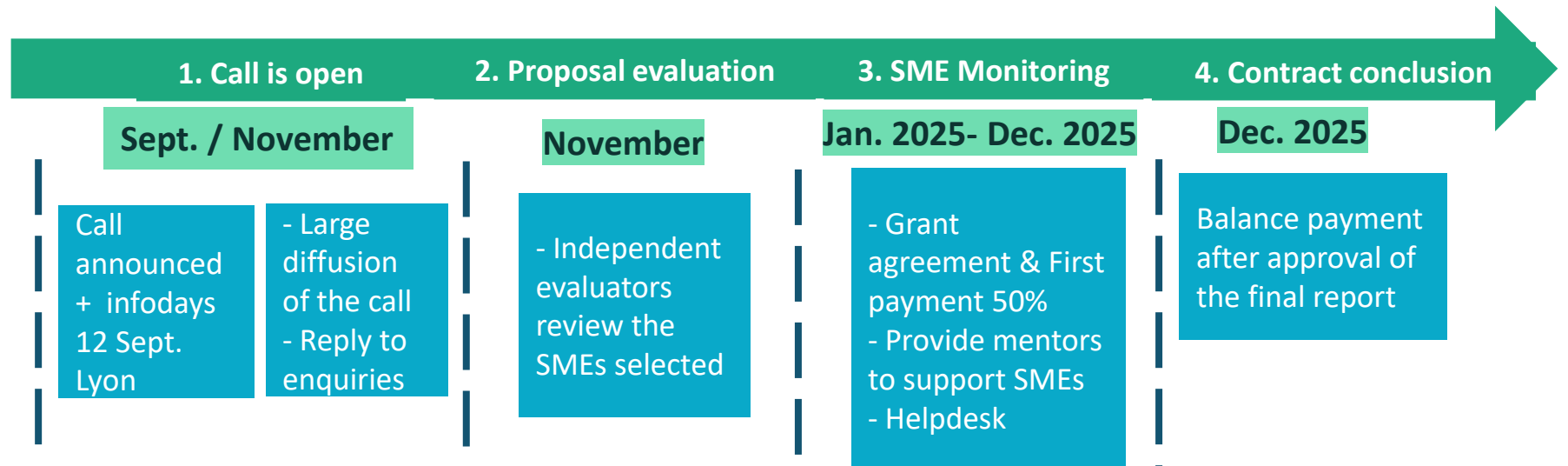


# Evaluation

## The process



### Phases





# How to calculate the budget?

Example of Form of costs	Costs	INCIRCULAR grant amount Lump sum
Staff costs		(min. 50 000 EUR)
Consumable or Equipment		
Other Costs: Subcontracting, Commercialization activities and travel costs		(max. 10 000 EUR)
TOTAL	60 000 EUR	60 000 EUR

NOTE:

- The **final payment will be made after acceptance of the final report**, including a financial report.
- Smaller deviations from the original cost proposal will be accepted.
- For the final financial report you will need to declare:
  - that 100 % of the funding have been used for your project
  - that the report is based on substantiated data (receipts, invoices, bank slip, etc.)
  - that the information contained in the final report is full, reliable and true, and is substantiated by adequate supporting documentation that will be produced upon or in the context of checks, reviews, audits and investigations.



# When do I receive the funding?

- The grant amount will be transferred in two instalments of 50% pre-financing (January 2025) and balance after completion of the project (January 2026).
- **IMPORTANT: You need to showcase the ability to cover relevant costs from your own cashflow (or funding) in order to cover the project cost for the period between selection and the moment the final payment is made.**
- The final subgrant payment is subject to the fulfilment of major milestones, which must be defined in the application proposal and will also be included into the subgrant agreement.

# Reporting



At the end of the project the

- milestones defined in the proposal
- are summarized in a final report,
- including a simple cost statement with explanations of expenditure.



# Evaluation



## How will the proposals be selected?

Criteria	Weight	Score
<b>Relevance</b> : The proposal provides a realistic and relevant description of how it will contribute to the call topics and INCIRCULAR Key Challenges – Relevance / Innovation potential / Adaptation to Incircular consortium	40%	/5
<b>Implementation</b> : The SME has the relevant resources and the ability to carry out the proposed activities? Workplan / Team / resource allocation	30%	/5
<b>Impact</b> : The proposal lines out a sound exploitation strategy as well as a societal and economic value of the targeted product/service - In the project / After the project, for the interregional collaboration	30%	/5
<b>TOTAL</b>	100%	/15
Extra point for interregional proposals		/1

# FAQ



The INCIRCULAR consortium started a short list of potential FAQs. This list will be continuously elaborated and updated, based on feedback and questions from interested SMEs. Thus, we will ensure to cover all relevant questions in one section.

[FAQ](https://incircular-project.eu/)

<https://incircular-project.eu/>

# Contact



## SUBMISSION

PLEASE SUBMIT YOUR PROPOSAL BY SENDING THE FULL APPLICATION BEFORE THE DEADLINE

**13 November 2024 – 17h00 CET** PER E-MAIL TO:

[fundingopportunities@incircular-project.eu](mailto:fundingopportunities@incircular-project.eu)

## CONTACT

For every feedback or question you have, please write us an email to

[fundingopportunities@incircular-project.eu](mailto:fundingopportunities@incircular-project.eu)

We will collect the questions and publish the answers within our FAQ section

<https://incircular-project.eu/>

# INCIRCULAR

## Financial Support for Third Parties - FSTP

# GUIDELINE FOR APPLICANTS

Project INCIRCULAR (I3-2021-INV2a-MANU)  
ID 101114988

### Document History

Version	Date	Description
Version 1	5 September 2024	Document creation

R = Report, P = Prototype, D = Demonstrator, O = Other PU = Public PP = Restricted to other programme participants (including the Commission Services) RE = Restricted to a group specified by the consortium (including the Commission Services) CO = Confidential, only for members of the consortium (including the Commission Services) Restraint UE = Classified with the classification level "Restraint UE" according to Commission Decision 2001/844 and amendments Confidential UE = Classified with the mention of the classification level "Confidential UE" according to Commission Decision 2001/844 and amendments Secret UE = Classified with the mention of the classification level "Secret UE" according to Commission Decision 2001/844 and amendments



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## 1. EXECUTIVE SUMMARY

This guideline for applicants provides important information to prospective applicants to the Open Call published by partners of the INCIRCULAR EU project. Its ambition is to guide applicants through the preparation of their proposals.

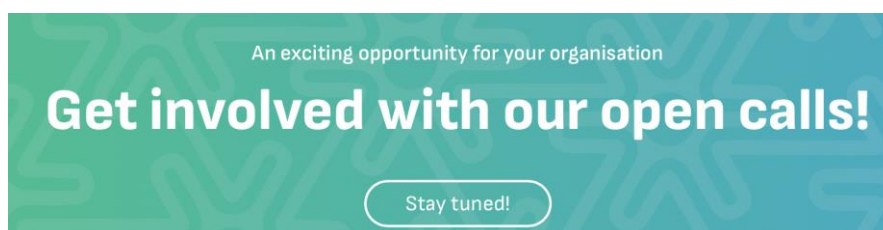
**INtegrating Cybernated Innovation to Raise the Scale of Circular Units Looping Allied Regions** – INCIRCULAR – is a 3-year project (2023-2026) that aims to build a collaborative HUB to speed up the adoption of eco-friendly practices for plastics in less developed areas of Slovenia and Spain, inspired by the successful model of the Andalusia region. The goal is to leverage cutting-edge technologies from the Auvergne-Rhône-Alpes Region (France) to enhance the plastic recycling efficiency along a specific value chain. The INCIRCULAR project is co-funded by the European Union's ERDF under grant agreement No 101114988.

INCIRCULAR brings together 8 partners from 3 European countries led by TECOS. Our partnership covers the entire recycling process, connecting supply and demand while integrating the essential technological capabilities to drive innovations forward.



In view of overcoming tech-driven “upscaling” barriers, project partners organize an open call to select 6 promising proposals led by SMEs to develop over 12 months innovation projects within a large-scale industrial pilot (Gorenje IPC).

More information is available at <https://incircular-project.eu>



## Why Circular?

Plastics production and end-of-life seriously damage the environment:

- Just 9% of all plastic produced is recycled.
- Approximately 8 million tons of plastic reach the oceans each year.
- Plastic production and incineration contribute to 850 million tons of GHG in 2021.

## Our goals

1. Create environmentally friendly and cost-effective recycled materials from waste plastics, using them in strong bio-composites for everyday products.
2. Innovate new bio-based composites that can be easily used in plastic manufacturing processes, through innovative digital twinning injection moulding methods.
3. Encourage cross-sectorial collaboration among bio-refineries, waste management and recycling, and bio-polymer industries for a more sustainable bio-based economy.
4. Share knowledge within the interregional hub to turn recovered waste materials into various bio-composite formulations with specific qualities.
5. Design eco-friendly bio-based products suitable for everyday use.
6. Demonstrate the circular economy and sustainability of the INCIRCULAR value chain by creating eco-designed products from these materials and addressing their circular 'End of Life' through recycling assessments and re-manufacturing scenarios.
7. Raise awareness among consumers about new bio-plastic products and guide them on responsible usage and disposal to minimise plastic's environmental impact.



## 2. Introduction

INCIRCULAR brings together three regional ecosystems with complementary capabilities to carry out the technological scale-up (TRL 6 to 8) of a unique process implemented by the TECOS technical center in Slovenia, while using technologies made available by the Spanish and French partners.

The aim is to produce plastic products made from 100% recycled plastic, 100% recyclable and with technical properties similar or superior to those of current plastics. This material will be directly integrated into the production chain at the Gorenje industrial site (Slovenia), in collaboration with Omaplast, which will collect, sort and recycle it on site. To optimize production, two SMEs (FR) contribute to the technological advance of the consortium.

Technological capabilities are however needed to further reinforce the innovativeness of the project. This is why INCIRCULAR Partners opted for the launch of a cascade funding scheme which would aim to provide complementary technological capabilities to the current project partners.

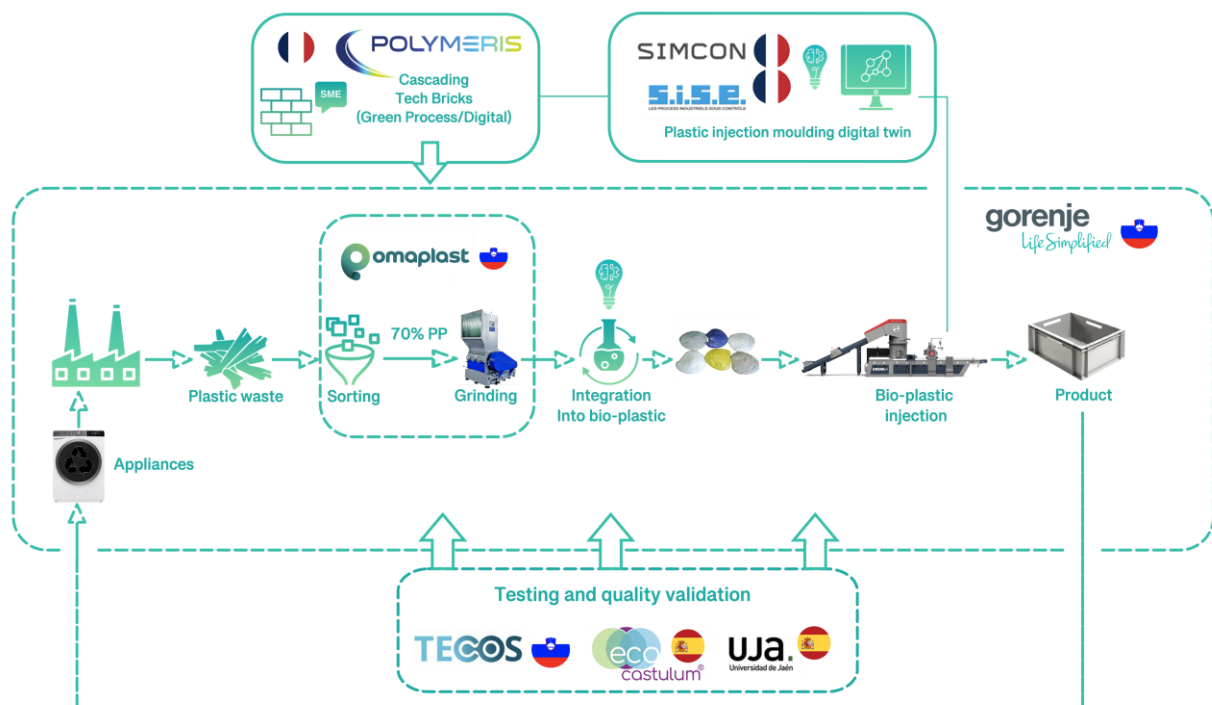
Through its cascade funding scheme, INCIRCULAR will promote the interregional transfer of best available technologies and the valorisation of SME innovations. The scheme shall support the sourcing of top-notch tech in four fields (automation, digital twins, sustainability and AI-based design) through an Open Call directed to innovative EU SMEs.

With a total budget of 360 000 EUR (co-funded 30% by our consortium), 6 EU SMEs from the three INCIRCULAR regions will receive up to 60 000 EUR to develop innovation projects within a core industrial pilot in view of addressing tech-driven “upscaling barriers”. This scheme will tap into the cross-regional potential of SMEs to develop new products, processes and/or technical services.

In practice, a single call for SME innovators will be launched in September 2024 and will be open for two months. This guideline presents the key information for successful application.

## The INCIRCULAR objective in a nutshell:

1. Demonstrate the production of bioplastic sourced 100% from recycled plastic and presenting technical specificities (mechanical, optical, thermal, etc.) similar or better to current petro-plastics. This is based on the demonstration (TRL6 to TRL9) of a technical process developed by our Slovenian research partner, in collaboration with an innovative Spanish SME and meant to be installed and deployed at the industrial site of Gorenje.
2. Integrate this new second-life material directly into the production chain of the Gorenje site by collaborating with the waste management company Omaplast which will collect, sort and recycle (developed by TECOS) directly on the site. The innovative integration of the digital twinning of plastic injection molding developed by two French SMEs is necessary to ensure the use of this new second-life material in the Gorenje production chain.



### 3. INCIRCULAR SME Open Call

#### **Are you an SME with a game-changing idea in plastics research, innovation, and technology?**

The INCIRCULAR project invites you to apply to its cascade funding Open Call – a funding opportunity of up to 60 000 EUR for SMEs supported by the Interregional Innovation Investment (I3) Instrument.

INCIRCULAR will invest 360 000 EUR to source [digital and process technology bricks](#) meant to tackle its key challenges.

INCIRCULAR will select [6 promising SMEs](#) to develop over 12 months innovation projects within a large-scale industrial pilot (Gorenje IPC) in view of [addressing tech-driven “upscaling” barriers](#). Selected SMEs will be expected to develop innovations (technologies, processes, solutions) that present a clear societal and economic value in one of the areas presented below.

[We provide funding for proposal providing solution-oriented innovations](#) from SMEs to address key barriers in design, digital innovation, sustainability, resource efficiency, and automation interregional transfer of best available technologies and the valorisation of SME innovations (see areas presented below).

[We source top-notch tech in four fields](#) (automation, digital technology, sustainability and AI-based design).

We especially seek proposals having an [interregional component](#), leveraging the potential of SMEs to develop new products, processes and/or technical services. In addition to the multi-value chain focus, we aim for projects having an interregional component and effect range.

The targeted projects will have to offer a focus on the uptake and/or deployment of one (or more) solution(s) by an SME willing to commercialise new products/services or transform its business model/processes.

Two tracks thus fall under that scope:

- 1) TRL6+ Demonstration Projects with a close-to-market commercialisation pathway; and/or
- 2) Adoption/Replication projects.

In total [6 SMEs will be selected for funding](#) to test and adapt new process technologies solutions and digital solutions.

## 4. Which types of activities can be covered by the Open Call funding?

Proposals can be submitted to one challenge or cover both:

### Challenge – Process Technology solutions

#### **Upgrading of plastic recycling lines for industrial side-stream/residues**

- Milling & Shredding Equipment with innovative potential (for example: advanced TB coatings for blades, superior alloys for knives, ...)
- Upgraded units/devices/screws/accessories for Recycled Materials Processing (extrusion, compounding equipment) and injection moulding technology (smart moulds, innovative sensors (in-line/off-line))

### Challenge – Digital solutions

#### **Digitalisation systems and advanced AI solutions**

- Material Screening (efficient waste sorting, machine vision, input/output control etc.)
- Digitalisation of Recycling Processes (AI processing & smart digitalised mould/line, ...)

## SOLUTIONS INCIRCULAR is seeking

**Incircular is developing a value chain for circular plastic in Europe. The following missing digital and process technology bricks have been identified:**

Major Obstacles	Current state of the art	Expected innovative bricks
Sorting of plastic side-stream	Currently a manual procedure	Automatic conveyers, in-line metal detectors and/or NIR/ Spectral imaging for easier sorting procedures between plastic types of streams and for assuring the relative clean streams are missing
Shredding of plastic lumps	New equipment required	Innovative equipment or renovated and upgraded machine hardware (blades, sieves, mills, etc.) & secondary online sorting of by-products within the shredded material)
Compounding of new material formulations	Extrusion compounding of plastic matrices with fiber reinforcement requires comprehensive characterization analyses of the resulting composite formulations.	While mechanical, chemical, thermal, and morphological analyses are covered, equipment for Vicat Softening Point (VSP) and Heat Deflection Temperature (HDT) analyses are missing. Innovative hardware equipment could also be welcome such as drying systems for compounds, rheological nozzle for homogenous distribution of reinforcing fillers, in-line process control for eliminating the material thermal degradation, etc.
Processing polymer side-streams, optimizing injection molding processes, synchronizing parameters with simulations	Recycling line for mono-materials (single screw extruder), injection molding machine with automatic control and virtual twin export, smart molds with innovative sensors	Digital solutions for hardware equipment, advanced machine vision for parts inspection (complete parts, burned parts, surface defects)
Producing final products from recycled materials	Part design and CAD models, simulations for design correction, part/demonstrators production, GD&T measurements supported by the consortium	Automation of final parts quality control (e.g., scan box), on-site installation, online data transfer, replication to other production lines or sectors at GORENJE

## 5. Important Dates

Type of Action	GRANT (non-repayable)
Call Opening Date	12 September 2024
Call Closing Date	13 November 2024 – 17h00 CET
Time to inform the applicants	15 December 2024
Project start	1 January 2025
Maximum budget	60 000 EUR per SME
Expected grants to be signed	6
Maximum project duration	12 months

Please note that proposals submitted after November 13<sup>th</sup> at 17h00 CET will be late and considered ineligible. Please submit your proposal only by email to:

[fundingopportunities@incircular-project.eu](mailto:fundingopportunities@incircular-project.eu)

## 6. Who can apply and may receive financial support?

**Expected applicants should be SMEs according to the EU definition:**

SMEs are legal entities as defined by the European Commission as Small and Medium Enterprises			
Company category	Staff headcount	Turnover	Or Balance sheet
Medium-sized	<250	≤ € 50 m	≤ € 43 m
Small	<50	≤ € 10 m	≤ € 10 m
Micro	<10	≤ € 2 m	≤ € 2 m

The main factors determining whether an enterprise is an SME are: 1/ staff headcount, and 2/ either turnover or balance sheet total<sup>1</sup>.

Legal entities that fall under the European SME definitions (above table) are eligible, this includes e.g. sole traders in Slovenia, micro-Entrepreneurs in France, etc. or other legal forms as long as the maximum thresholds in Staff headcount, turnover or balance sheet total are not exceeded.

<sup>1</sup> [https://single-market-economy.ec.europa.eu/smes/sme-fundamentals/sme-definition\\_en](https://single-market-economy.ec.europa.eu/smes/sme-fundamentals/sme-definition_en)

**Applicants should be located in one of the following regions:**

**Spain** - Andalusia

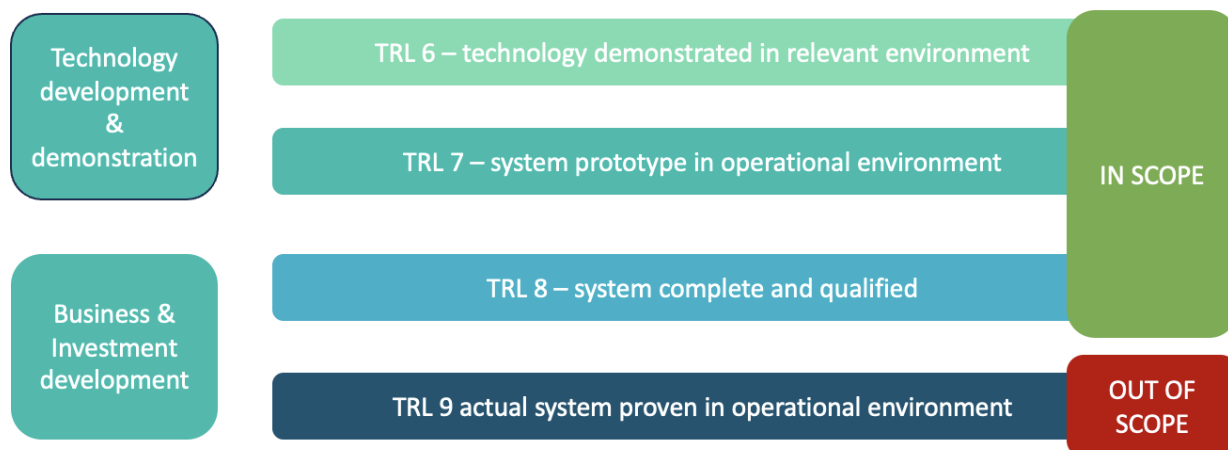
**France** - Auvergne-Rhône-Alpes

**Slovenia** – all regions



## 7. Activities funded

Activities funded are expected to be at the level of maturity of innovation #6 according to the TRL (Technology Readiness Level) scale as shown below:



## 8. Everything you need to know about the submission

### How to submit the proposal?

Please submit the complete application by e-mail ONLY to [fundingopportunities@incircular-project.eu](mailto:fundingopportunities@incircular-project.eu) by November 13<sup>th</sup> at 17h00 CET

Based on the SME proposal template Part 2 applicants can describe (limited to 10 pages) their innovative deployment. The description of work will be the main document (besides the administrative information Part 1 and a short company/team description Part 3) to be reviewed by the evaluators.

A complete submission includes the duly filled and signed template sent per email including:

- Part 1: Administrative Data Sheet (incl. signed consent forms of all partners and Ethics and security self-assessment)
- Part 2: Technical Description - Proposal Template, including the budget (max. 10 pages)
- Part 3: Company/Project Description and CVs

This Proposal must describe the activities to be undertaken by SME applicant(s) within their existing product or service portfolio or for developing solutions for commercial use (at time of application these should be at least TLR6 (see above), meaning that the prototype has already been demonstrated in an operational environment) and should demonstrate that the funding will be used to reach TRL8 – system completed and qualified.

Please follow the structure of the template when preparing your proposal. It has been designed to ensure that the important aspects of your innovation and planned work are presented in a way that will enable the evaluators to make an effective assessment against the award criteria.

If you upload a Technical Description (Part 2) longer than 10 pages (including cover page and executive summary), excess pages will be made invisible and will not be taken into consideration. Please, do not consider the page limit as a target! It is in your interest to keep your text as concise as possible, since evaluators rarely view unnecessarily long proposals in a positive light.

Proposals must be submitted in **English**. Please respect the following formatting constraints: Times New Roman, Arial or similar, at least font size 11, page size A4, margins (2.0 cm side and 1.5 cm top and bottom), at least single line spacing. On receipt of each application, the applicant will receive an **Acknowledgment of Receipt**. Late submissions will receive by return email a "**call closed**" message.



## How to calculate the budget?

Form of costs	Costs	INCIRCULAR grant amount Lump sum
Staff costs		(min. 50 000 EUR)
Equipment (Consumables or depreciation <sup>2</sup> )		
Other Costs: Subcontracting		(max. 10 000 EUR)
Other Costs: Commercialization activities		
Other costs: travel costs		
<b>TOTAL</b>	60 000 EUR	60 000 EUR

## What are the payment modalities?

The grant amount will be transferred in two instalments: a first instalment of 50% pre-financing (January 2025) and the balance after completion of the project and approval of the final report (January 2026). **Applicants need to showcase their ability to cover relevant costs from their own cashflow (or funding) to cover the project cost for the period between selection and the moment the final payment is made** in agreement with the EC. To do so, the applicant should provide the latest financial statements (balance sheet, income statement, and if available cashflow statement) for at least the last two years prior to submission.

The final subgrant payment will be paid after completion of the programme and is subject to the fulfilment of major milestones, which must be defined in the application proposal (namely Part 2) and will also be included into the subgrant agreement. These milestones are summarized in a final report, including a simple cost statement with explanations of expenditure.

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<sup>2</sup> The beneficiary cannot charge the full cost of equipment, but only its depreciation. Equipment depreciation can only be claimed for the number of days during which the equipment is used for the project and depreciate following the depreciation rules of your country.

The subgrant agreement will specify payment modalities, indicative timing of payments and requirements to be fulfilled by subgrantees to qualify for both payments.

### Few more advices

✓ **Multiple submissions:** Though applicants can submit multiple applications, one SME can receive the INCIRCULAR grant only once. If several consortia which have the same composition or the same members (1, 2 or 3) will be selected, only the best proposal (decided by the 'Selection Committee') will be considered for funding.

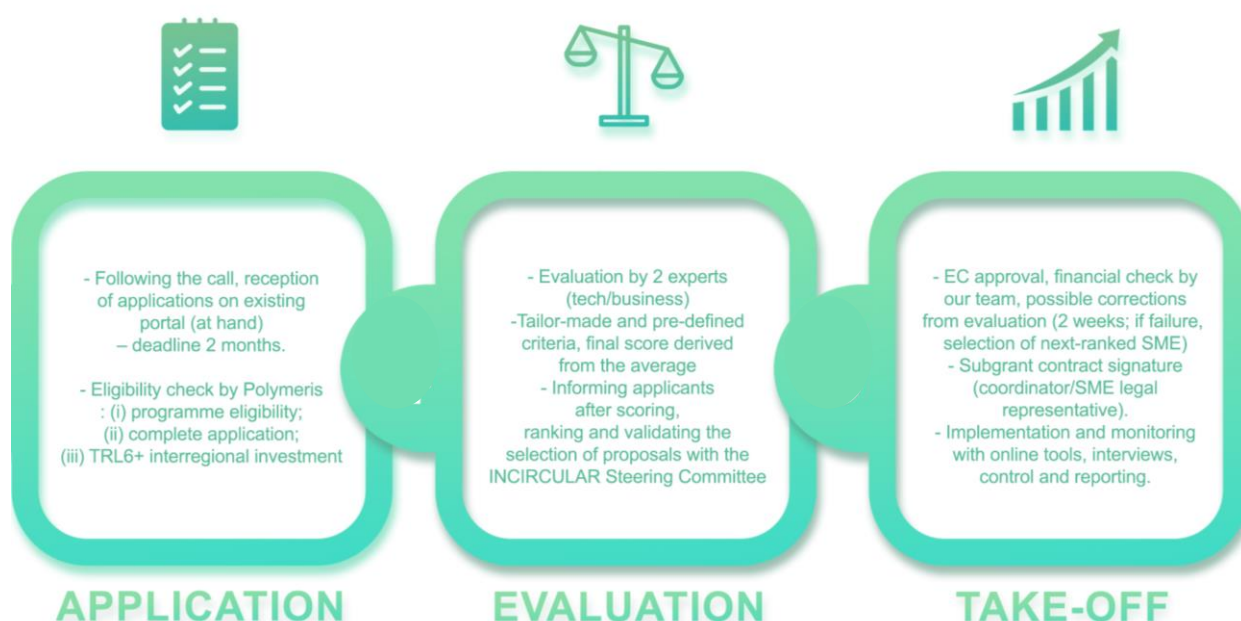
✓ **Healthy finances and a clean sheet:** We won't accept entities that are under liquidation or enterprises in difficulty according to the Commission Regulation No 651/2014, art. 2.18. Neither will we accept proposals from entities that are excluded from the possibility of obtaining EU funding under the provisions of both national and EU law or by a decision of both national or EU authority.

✓ **Absence of conflict of interest:** The existence of a potential conflict of interest among you and one or more of the INCIRCULAR Consortium partners will be taken into consideration. The INCIRCULAR Consortium partners, their affiliated entities, employees and permanent collaborators cannot take part in the INCIRCULAR programme. All cases of potential conflict of interest will be assessed case by case.

✓ **It is your proposal:** Your project should be based on your original work. If not, please make sure your right to use the IPR is 100% certain. Going forward, any foreseen developments must be free from third-party rights and if not, these third-party rights must be clearly stated

## 9. How will the projects be evaluated?

The evaluation procedure will guarantee that the selected SME projects fit the objectives of INCIRCULAR and its Open Call; and that independent experts having different (complementary) expertise will evaluate the soundness and impact of the application cases, ensuring the confidentiality, transparency and avoiding any conflict of interest.



It is crucial to ensure that each project and candidate is subject to an open and transparent evaluation. Two steps are therefore foreseen:

1. **All applications received will be checked for formalities and completeness.** All incomplete submissions or submissions in disregard of the call requirements and necessary (outlined) formalities will be rejected.
2. The submissions that fully comply with the call requirements will be passed on **to carefully selected independent evaluation experts**. An open call for expression of interest for evaluators will ensure a wide distribution in order to select high quality evaluators. Experts will be selected according to their impartial assessment background – based on the evaluation criteria as defined in the Open Call. Each submission will be reviewed independently by at least 2 experts.

## What are the criteria for awarding financial support?

Evaluators will grade projects along the following three criteria, on a scale from 1 to 5. Each criterion will be scored out of 5 (half marks can be given), with an additional qualitative explanation for the ranking for each criterion.

In addition to the multi-value chain focus, we aim for projects having an interregional component and effect range.

- SMEs can apply individually or in small consortia (maximum 2 SMEs from the 3 eligible regions). Therefore, an interregional application will receive an extra point additionally to the score resulting from the Evaluation Summary Report (ESR) (see table below).
- The maximum grant amount is 60 000 EUR per legal entity. In case of consortia, a project can receive up to 120 000 EUR

Criteria	Weight	Score
<b>Relevance:</b> The proposal provides a realistic and relevant description of how it will contribute to the call topics and INCIRCULAR Key Challenges. Relevance <ul style="list-style-type: none"> <li>- Innovation potential</li> <li>- Adaptation to Incircular consortium</li> </ul>	40%	/5
<b>Implementation:</b> The SME has the relevant resources and the ability to carry out the proposed activities? <ul style="list-style-type: none"> <li>- Workplan</li> <li>- Team</li> <li>- Resource allocation</li> </ul>	30%	/5
<b>Impact:</b> The proposal lines out a sound exploitation strategy as well as a societal and economic value of the targeted product/service <ul style="list-style-type: none"> <li>- In the project</li> <li>- After the project, for the interregional collaboration</li> </ul>	30%	/5
<b>TOTAL</b>	100%	/15
<b>Extra point for interregional demonstration?</b>		/1

The information on the evaluation will be compiled into an Evaluation Summary Report (ESR) which will be sent to applicants after being approved by the evaluators.

A maximum of 10 proposals will be shortlisted at this stage out of which up to 6 will be invited to sign a contract (sub-grantee agreement).

The procedure for prioritizing proposals which have been awarded the same score within a ranked list is described below. It will be applied successively to every group of proposals requiring prioritization, starting with the highest scored group, and continuing in descending order:

- Proposals will be prioritized according to the scores they have been awarded for the criterion “quality of team”.
- When these scores are equal, priority will be based on the scores for the criterion “quality of team” and “impact”.
- When these scores are equal, any further prioritization will be based on other appropriate characteristics such as e.g. interregional or gender and will be decided by the Evaluation committee.

## Communication

Every applicant will receive 4-6 weeks after closing the Open Call via e-mail:

- A letter informing of either: the rejection decision, or the invitation to negotiate and the following steps. A reserve list will also be drawn for projects not funded due to budget constraints but with good evaluations. They will be contacted in case one of the selected projects cannot sign the Grant Agreement.
- An Evaluation Summary Report (ESR): all applicants in the call (successful or not) will receive an unsigned version of the ESR, the consensus report of the evaluation of their application.

## 10. Intellectual property rights (IPR)

The beneficiary of the sub-grant will retain the ownership of their background knowledge declared in the specific consortium sub-grant agreement/contract.

The INCIRCULAR partners involved in the implementation of the submitted projects will retain the ownership of their background knowledge declared in the specific agreement/contract.

If the background is subject to the rights of a third party, the beneficiary or the INCIRCULAR partners must ensure that it is able to comply with its obligations.

The specific sub-grant agreement/contract that disciplines the IPR on the results coming out from the collaboration between the beneficiary or the INCIRCULAR partners (foreground knowledge) will be defined and signed BEFORE the collaboration begins.

Such an agreement/contract will be customized on a case-by-case basis, according to the specific activities included in the proposed action plans and the expected engagement of the beneficiary or the INCIRCULAR partners in the collaboration.

As a general condition, results will be owned by the actors (the beneficiary and the INCIRCULAR partners) that generate them and if it is not possible to establish their respective contribution, a joint ownership agreement will be signed by the actors.

If an agreement is not reached before the collaboration begins, the grant might not be assigned to the beneficiary.

The beneficiary and the INCIRCULAR partners must adequately protect their results for an appropriate period and with appropriate territorial coverage if protection is possible and justified.

The beneficiary and the INCIRCULAR partners must ensure that the results of their collaboration are not subject to control or other restrictions by a Country (or entity from a country) that is not one of the eligible countries or target countries set out in the call conditions, neither they may transfer ownership of their results or grant licenses to third parties which are established in countries which are not eligible countries or target countries set out in the call conditions.

The beneficiary and the INCIRCULAR partners must grant access to their results — on a royalty-free basis — to the granting authority and other EU institutions, for non-commercial and non-competitive use.

## 11. FAQ

The INCIRCULAR consortium started a short list of potential FAQs. This list will be continuously elaborated and updated, based on feedback and questions from interested SMEs. Thus, we will ensure to cover all relevant questions in one section.

- **Who is eligible for the application to the Open Call?**

Legal entities with the status of SME, with headquarter or branch offices in the following EU regions are eligible:

- Andalusia (Spain), Auvergne Rhône-Alpes (France), Slovenia
- SMEs can apply individually or in small consortia (maximum 2 SMEs).
- In case the above-mentioned SME has submitted more than one proposal in this Open Call, only one proposal will be financed.

- **What is the SME status?**

Small and Medium-sized Enterprises (SMEs) refers to the official definition provide by the EC. [https://single-market-economy.ec.europa.eu/smes/sme-definition\\_en](https://single-market-economy.ec.europa.eu/smes/sme-definition_en)

You also checked your status of SMEs to this link [https://ec.europa.eu/growth/tools-databases/SME-Wizard/smeq.do;SME\\_SESSION\\_ID=Ymzk6ccmKdgeR0s5-rtMhYOTtg97GK0\\_7aP4TJepKPZCgBwPNubG!-1697150755?execution=e1s1](https://ec.europa.eu/growth/tools-databases/SME-Wizard/smeq.do;SME_SESSION_ID=Ymzk6ccmKdgeR0s5-rtMhYOTtg97GK0_7aP4TJepKPZCgBwPNubG!-1697150755?execution=e1s1)

- **What activities can be funded?**

The overall aim of the call is to increase the effectiveness and impact of INCIRCULAR by developing digital and process technology bricks meant to tackle its key challenges. These activities should focus on demonstration activities (TRL6+) and provide innovative solutions to overcome the said challenges.

Proposals can be submitted to one challenge or cover both:

**Challenge 1: Upgrading of plastic recycling lines for industrial side-stream/residues**

- Milling & Shredding Equipment with innovative potential (for example: advanced TB coatings for blades, superior alloys for knives, ...)
- Upgraded units/devices/screws/accessories for Recycled Materials Processing (extrusion, compounding equipment) and injection moulding technology (smart moulds, innovative sensors (in-line/off-line))

**Challenge 2: Digitalisation systems and advanced AI solutions**

- Material Screening (efficient waste sorting, machine vision, input/output control etc.)

- Digitalisation of Recycling Processes (AI processing & smart digitalised mould/line, ...) new circular business models and fostering new technological solutions in the composite sectors.

The call supports projects that propose innovative solutions aligned with INCIRCULAR's objectives and show a high Technology Readiness Level (TRL>6). Projects should focus on technology advancement, process improvement, or development of digital applications. More details are specified in the Annex 1 of the Open call.

- **What is the maximum duration of a project?**

The maximum project duration is 12 months, with no extensions allowed. Projects exceeding this duration will be considered ineligible.

- **How many projects are going to be funded?**

The total budget allocated for the open call is 360 000 EUR. The 6 best scoring projects passing the threshold will be funded.

- **What is the maximum grant amount per project?**

The maximum grant amount is 60 000 EUR per legal entity. In case of consortia, a project can receive up to 120 000 EUR (in case of 2 entities).

- **What is the funding rate?**

Project costs are funded 100% by the INCIRCULAR projects Financial Support to Third Parties

- **What are the eligible costs?**

There are no specific restrictions on cost categories; however, proposed costs must be reasonable, not excessive, and in line with the project's proposed activities. The grants will be provided on a lump sum basis, therefore applicants will not be required to demonstrate eligibility of costs.

- **How can I submit an application?**

Applications must be submitted exclusively through email at [fundingopportunities@incircular-project.eu](mailto:fundingopportunities@incircular-project.eu) before November 13<sup>th</sup> at 17:00 CET, using the provided templates.

- **How many open calls are planned under INCIRCULAR?**

1 open call is planned.

- **What happens to projects that are not funded due to budget limitations?**



Projects not funded due to budget constraints will be included in a reserve list and will be contacted in case one of the selected projects cannot sign the Grant Agreement.

- **What are the obligations of the beneficiaries?**

Beneficiaries must comply with contractual obligations related to conflict of interest, confidentiality, ethics, visibility, and record-keeping, among others, and submit technical reports detailing progress and compliance with the action plan. Details cf. Sub-grant Agreement. The recipients of FSTP must also ensure access to information to the granting authority and other EU control bodies (OLAF, Court of Auditors (ECA), etc.).

The SME shall also bear the risks in connection with the work provided by it and for which financial support is granted and forwarded by TECOS. The SME shall indemnify TECOS and the other INCIRCULAR Partners for all damages, penalties, costs and expenses which TECOS or a INCIRCULAR Partners as a result thereof would incur or have to pay to the European Commission or to any third parties with respect to the SME's work financially supported and/or for any damage in general which TECOS or the INCIRCULAR Partners incur as a result there (liability for damages).

- **What are the reporting requirements for funded projects?**

Beneficiaries must submit mid-project and final technical reports detailing their progress, achievements, and any deviations from the initial action plan. Failure to meet expected results or comply with the action plan may affect the final payment. For any cost incurred, a reasonable explanation should be provided and evidence in form of invoices, bank transfers etc. should be provided with the final report.

## 12. CONTACT

THE **GUIDE FOR APPLICANTS, FAQ SECTION, AND SUBMISSION OF THE APPLICATION TO THE EU PARTICIPANT PORTAL** ARE AVAILABLE AT: <https://incircular-project.eu/>

**BRIEFING WEBINAR FOR THE OPEN CALL.** Three Open Call Briefing webinars will be organized. The dates for the webinars are:

- **SEPTEMBER 12TH 2024 – 09H00 CEST**
  - o [REGISTER HERE](#)
- Other regional presentations are foreseen, please follow us at <https://incircular-project.eu/>

**SUBMISSION: PLEASE SUBMIT YOUR PROPOSAL BY SENDING THE FULL APPLICATION PER E-MAIL BEFORE 13 NOVEMBER 2024 – 17H00 CET TO:**  
[fundingopportunities@incircular-project.eu](mailto:fundingopportunities@incircular-project.eu)

**CONTACT:** For every feedback or question you have, please write us an email to [fundingopportunities@incircular-project.eu](mailto:fundingopportunities@incircular-project.eu)  
We will collect the questions and publish the answers within our FAQ section.

**REDRESS REQUESTS:** in case you like to submit a request for non-successful applicants  
[fundingopportunities@incircular-project.eu](mailto:fundingopportunities@incircular-project.eu)

# INCIRCULAR

## Financial Support for Third Parties – FSTP

# Application Forms: Part 1, Part 2, and Part 3

Project INCIRCULAR (I3-2021-INV2a-MANU)  
ID 101114988

### Document History

Version	Date	Description
Version 1	5 September 2024	Document creation



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the European Union**

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## Deadline

**Please submit by email before 13 November 17h00 CET**

[fundingopportunities@incircular-project.eu](mailto:fundingopportunities@incircular-project.eu)

## EXECUTIVE SUMMARY

The INCIRCULAR.eu project (European Union's ERDF grant agreement No [101114988](#)) organizes an Open Call to select 6 small and medium-sized enterprises (SME) to accelerate the interregional uptake and deployment of Circular Technologies (CIRCULAR TECHNOLOGY).

This document provides the templates for preparing a submission to the INCIRCULAR Open Call.

A complete submission includes the following documents:

- Part 1: Administrative Data Sheet (incl. signed consent form)
- Part 2: SME Proposal Template, including the budget (max. 10 pages)
- Part 3: Company/Project Description and expert CVs (no page limit)

## GLOSSARY

<b>CIRCULAR TECHNOLOGY</b>	Circular economy technologies
<b>CET</b>	Central European Time EC
<b>EC</b>	European Commission EU
<b>ESR</b>	Evaluation Summary Report
<b>EU</b>	European Union
<b>FSTP</b>	Financial Support to Third Parties
<b>MVP</b>	Minimum Viable Product
<b>PIC</b>	Participant Identification Code
<b>PoC</b>	Proof of Concept
<b>SME</b>	Small and Medium-sized enterprises (including start-ups)
<b>TRL</b>	Technology Readiness Level

## Checklist

Checklist	YES	NO
The applicants are fully eligible in accordance with the criteria set out in the call for proposals		
The submission is complete and duly signed		
PART 1 - Administrative data		
PART 1 - ANNEX I: Declaration of honour		
PART 1 - ANNEX II: Consent form. (ONLY required when more than one SME or a Service Provider are included in the project)		
PART 2 - 10 pages proposal		
PART 3 - Information on the company, including CVs		
The applicant self-declares to be an SME		
The SME self-declares that within the proposed action it will focus on: 1) TRL6+ Demonstration Projects with a close-to-market commercialisation pathway; and/or 2) Adoption/Replication projects.		

The applicant only is responsible for the correctness of the information relating to his/her own organisation. Each applicant remains responsible for the correctness of the information related to him and declared above. Where the proposal to be retained for EU funding, the coordinator and each beneficiary applicant will be required to present a formal declaration in this respect.

Name	Place, Date	Signature

## Part 1 - Administrative Data Sheet

Legal Name	
Short Name	
Address of the organisation	
Town	
Postcode	
Country	
Webpage	
Year of foundation	
VAT	
Legal Status <sup>1</sup> SME	YES/NO

### *Person in charge of the proposal*

Title (Mr, Mrs, Dr.)	
Name	
Surname	
Position in the company	
Full Address if different from above	
Email Address	
Telephone	

<sup>1</sup> 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. For more details please refer to: <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32003H0361&from=EN>

## PART 1 – ANNEX I Declaration of Honour

**Title of the proposal:** \_\_\_\_\_

On behalf of \_\_\_\_\_ (Company name) established in \_\_\_\_\_, (Official SME address), SME VAT number \_\_\_\_\_,<sup>2</sup> represented for the purposes of signing and submitting the proposal and the Declaration of Honor by \_\_\_\_\_ (Name of legal representative),

By signing this document, I declare that

- 1) I have the power of legally binding the above-mentioned SME on submitting this proposal.
- 2) In case the above-mentioned SME has submitted more than one proposal in this Open Call, only one proposal will be financed.
- 3) I and the above SME that I legally represent are fully aware and duly accept all INCIRCULAR rules and conditions as expressed in the INCIRCULAR Open Call documents and all Annexes, and will fully respect any evaluation decision and proposal selection.
- 4) The information included in the application documents is true and legally binding.

All provided information in this declaration is true and legally binding.

By signing this declaration of honour, I declare that all provided information below is true and legally binding both for me and for the SME that I legally represent:

1. I declare that the mentioned SME is not in one of the following situations:

- a) it 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, to be proved by the deliverance of official documents issued by the local authorities, according to the local applicable rules;
- 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.

<sup>2</sup> VAT is mandatory during the contract preparation. Failure providing of a valid VAT of the specific SME will result in automatic rejection of the proposal.



2. I declare that the natural persons with power of representation, decision-making or control over the above-mentioned SME are not in the situations referred to in 1.a) to f) above;
3. I declare that:
  - a) Neither myself or any person that I know is subject to a INCIRCULAR conflict of interest;
  - b) I have not made false declarations in supplying the information required by participation in the Open Calls of INCIRCULAR Project or does not fail to supply this information;
  - c) I am not in one of the situations of exclusion, referred to in the abovementioned points 1.a) to f).
  - d) I am aware and fully accept all INCIRCULAR conditions and rules as expressed in the INCIRCULAR Guide for Applicants (<https://INCIRCULAR.eu/open-call/>).
4. I certify that the SME that I represent:
  - 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.

### Personal data protection

The assessment of your proposal will involve the collection and processing of personal data (such as your name, address and CV), which will be performed pursuant to Regulation (EU) 2016/679 GDPR.

Name	Place, Date	Signature

**False statements** or incorrect information may lead to administrative sanctions under the EU Financial Regulation.

## PART 1 – ANNEX II

### Consent Form

**ONLY required when more than one SME or a Service Provider are included in the project**

This Consent Form is between the following parties:

[Applying SME]

[Address]

and

[Technology supplier/CIRCULAR TECHNOLOGY specialist]

[Address]

This Consent Form sets the terms between [Applying SME] and [Technology supplier/CIRCULAR TECHNOLOGY specialist]

to define their participation in a project submitted to the INCIRCULAR Open Call.

To this end:

- [Technology supplier/CIRCULAR TECHNOLOGY specialist] will provide technical support tailored to the needs identified in the sector represented by [Applying SME] and specified in the submitted proposal Technical Description of the Proposal Template (Part 2).
- [Technology supplier/CIRCULAR TECHNOLOGY specialist] will supply it all the information, data and features required for the fulfilment of the project objectives.
- The technical support defined in the project submission to the INCIRCULAR Open Call cannot start before the [Applying SME] has signed the Third Party agreement with the INCIRCULAR consortium.

This Consent Form may be modified by mutual consent of the signatories, but any change must be communicated to INCIRCULAR Consortium. This Form shall become effective upon signature of the legal representatives from each party, and will remain in effect until the end of the participation of [Applying SME] within the INCIRCULAR programme.

Applying SME:

Name	Place, Date	Signature

Service Provider:

Name	Place, Date	Signature

## Part 2 – SME PROPOSAL TEMPLATE

A complete submission includes the following documents:

- Part 1: Administrative Data Sheet (incl. signed consent forms of all partners and Ethics and security self-assessment)
- Part 2: Technical Description - Proposal Template (max. 10 pages)
- Part 3: Company/Project Description and CVs

This Proposal must describe the activities to be undertaken by SME applicants for the application of innovative circular technologies to the INCIRCULAR process chain. The project should focus on:

- 1) TRL6+ Demonstration with a close-to-market commercialisation pathway; and/or
- 2) Adoption/Replication.

Please follow the structure of the template when preparing your proposal. It has been designed to ensure that the important aspects of your innovation and planned work are presented in a way that will enable the evaluators to make an effective assessment against the award criteria.

If you upload a proposal longer than 10 pages (including cover page and executive summary), excess pages will be made invisible and will not be taken into consideration.

Please, do not consider the page limit as a target! It is in your interest to keep your text as concise as possible, since evaluators rarely view unnecessarily long proposals in a positive light.

Please respect the following formatting constraints:

Times New Roman, Arial or similar, at least font size 11, page size A4, margins (2.0 cm side and 1.5 cm top and bottom), at least single line spacing.

Further guidance is available in the Guidelines for Applicants <https://incircular-project.eu>

## 1. Cover Page (1 page)

Proposal Title	ACRONYM	Duration in months

Participant number	Organisation name	PIC <sup>3</sup> (optional)	Country
1 (SME)			

If applicable: Interregional project -> yes/no

## 2. Executive Summary

Abstract (a maximum of 2.000 characters, including spaces):

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<sup>3</sup> See <https://ec.europa.eu/research/participants/portal/desktop/en/organisations/register.html> for registration of your organisation. Since consortium partners in an application project become 3<sup>rd</sup> parties to the INCIRCULAR project, they do not need to undergo a formal validation by the respective EC services. However, the proposing parties need to register with the EC to get a Participant Identification Code (PIC) number.

## 3. Content

### 1. Relevance (2 pages)

#### Business and industrial relevance

- Explain the industrial/economic/social problem to overcome, or the business opportunity to be taken advantage of, that has not yet been solved / offered and can be solved / offered through your circular innovation (technology, process, digital application ...) and its business project
- Explain also how your innovative solution solves the stated problem or avails of the circular business opportunity at hand
- Describe the objectives and expected outcome of your circular technology deployment project

#### Innovative use of Circular Technology

- Why now? Explain the historical evolution of your project and define recent trends that make your solution possible
- Explain the current stage of development of the technology demonstration and/or deployment project as well as the key milestones that have led to it (e.g. prototype, early field trials, pilot studies)? Refer to Technology Readiness Levels where relevant ([http://ec.europa.eu/research/participants/data/ref/h2020/other/wp/2018-2020/annexes/h2020-wp1820-annex-g-trl\\_en.pdf](http://ec.europa.eu/research/participants/data/ref/h2020/other/wp/2018-2020/annexes/h2020-wp1820-annex-g-trl_en.pdf))
- Describe how your circular technology project intends to develop something new to Europe that addresses EU wide challenges
- Explain the novelty of your circular technology demonstration and deployment approach
- Describe the expected key market application(s) extracted from the results already achieved, that differentiates your project and provides the highest added value for potential customers
- What are the further stages and activities needed to commercialize your innovative application/solution?

## 2. Impact (3 pages)

### Societal and Economic value

- Who are the targeted users and/or customers and why will they take advantage from your circular innovation demonstration/deployment project (unique selling point)? Are they new or already part of your user/customer base? What is your relation with them (e.g. market survey, testing/feedback, letters of intent)?
- What is the market in terms of type (e.g. niche/high volume, new/mature, growth rate), size (e.g. volume, value, geographical scope) and growth? What is your envisaged market share?
- How will you differentiate yourself from direct and indirect competitors? (Competitors, substitutes and alternatives).

### Exploitation strategy

- Describe the most important market barriers to be overcome to realise the commercialization strategy
- Describe the targeted users of the final solution; in which market segment/geographical areas do you see these potential users, and how do you intend to reach them?
- Explain which stakeholders are key to involve for a successful commercial exploitation
- Describe the legal and regulatory requirements to be fulfilled for the commercialisation of your solution and whether it is incorporated in or compliant with standards relevant to the technology.
- What is your strategy for knowledge management and protection?
- What will be your business model, including the revenue model? How do you plan to use the funding to commercialize the solution?
- Describe the strategy plan for commercialisation of your business innovation project (mitigation actions talking the barriers) and possible link(s) with the INCIRCULAR value chain, including own commercialisation means or/and cooperation(s) needed with key third parties. Approximate time to market/deployment. Provide a draft summary plan for the commercialisation of your innovation and depict measures for dissemination and exploitation as appropriate.

## 3. Implementation (4 pages)

### Work plan – Work package and deliverable

- Present a detailed project plan comprising:
  - one work package: presenting how you intend to deploy the process technology solution or digital solution
  - major milestones
  - two deliverables: mid-term and final report

Work package title	Process technology solution OR digital solution DEMONSTRATION
<b>Objectives</b>	
<b>Description of work</b> (where appropriate, broken down into tasks), lead partner and role of participants	
<b>Milestones:</b> <i>(Receiving the full amount of funding is subject to the degree of accomplishment of these pre-defined milestones). Please use measurable milestones and key deliverables for the project</i> M1... M2... <b>Deliverables:</b> The mid-term report (month 6) The Final report, including a summary of how the funding has been used to achieve the milestones (brief description and month of delivery)	

## Team

- Shortly describe your team and their achievements and experience in relation to the approach you will be taking. (Note: CVs and more detailed descriptions will be included in Part 3)
- If your project is to be implemented by a consortium, describe how the partners complement each other.

## Resources allocation

Please provide here a detailed budget table, describing how you intend to spend your budget, indicating specific costs categories (such as personnel costs, travel costs, other costs, etc.). The work package descriptions must demonstrate that it corresponds to the total costs (in EUR).

*Please note (for more details please refer to the Guide for applicants):*

*The subgrant of maximum 60 000 EUR per entity of the consortium is meant to cover the following activities:*

- *Staff cost*
- *Consumables or Equipment depreciation (according to the rule of the country you are located). Depreciation amount is linked to the duration in which the equipment is used during the project*
- *Subcontracting to external expertise to complete your project*
- *Commercialisation activities*
- *Travel costs for collaboration*

Form of costs	Costs	INCIRCULAR grant amount Lump sum
Staff costs		(min. 50 000 EUR)
Equipment (Consumables or depreciation <sup>4</sup> )		
Other Costs: Subcontracting		(max. 10 000 EUR)
Other Costs: Commercialization activities		
Other costs: travel costs		
<b>TOTAL</b>	60 000 EUR	60 000 EUR

<sup>4</sup> The beneficiary cannot charge the full cost of equipment, but only its depreciation. Equipment depreciation can only be claimed for the number of days during which the equipment is used for the project and depreciate following the depreciation rules of your country.



## Part 3 – Company/Project Description and CVs

This section is not covered by the page limit.

The information provided here will be used to judge the operational capacity. Please provide for each participant, including the applying SME and potential technology suppliers or CIRCULAR TECHNOLOGY specialists, the following information:

- a description of the legal entity
- explanation why the profile matches the tasks described in the proposal
- a CV for the experts, who will be primarily responsible for carrying out the proposed activities
- a list of up to 5 relevant references (such as publications, products, services, datasets, software, publications, etc.) or other achievements relevant to the intended project
- description of any significant equipment and/or infrastructure
- Third parties involved in the project - SMEs can involve technology suppliers or circular technology (or process) specialists in their proposal. Please include, for each participant as required for the applying SME.
- Provide a clear overview and justification of the tasks and the resources to be subcontracted.

# INCIRCULAR

## Financial Support for Third Parties – FSTP

# SUB-GRANT AGREEMENT

Project INCIRCULAR (I3-2021-INV2a-MANU)  
ID 101114988

### Document History

Version	Date	Description
Version 1	4 September 2024	Document creation



## Sub-grant Agreement

**[PROJECT NAME] – [ACRONYM]**

This Sub-grant Agreement, hereinafter the **"Sub-grant Agreement"**, shall be valid (retroactively) from **< agreed date >** ("Effective Date").

### BETWEEN:

RAZVOJNI CENTER ORODJARSTVA SLOVENIJE "TECOS", with registered office at KIDRIČEVA ULICA 25 3000 CELJE, SLOVENIA registration no. 5865018000, VAT NO. 70378193, represented by Aleš Hančič, managing director,

and

**XXX**, with registered office at **XXX**, hereinafter referred to as **"SME"**;

- Hereinafter all contracting parties of this Agreement jointly or individually, referred to as **"Parties"** or **"Party"**;

**WHEREAS:**

Together with other INCIRCULAR Partners, TECOS has been awarded a Grant Agreement by the European Commission (Funding Authority) no. 101114988 entitled "INCIRCULAR - INtegrating Cybernated Innovation to Raise the scale of Circular Units Looping Allied Regions", hereinafter referred to as the "Grant Agreement". From this Grant Agreement including its Annexes certain rights and obligations result between the Funding Authority, TECOS and the other INCIRCULAR Partners. The Grant Agreement states that SMEs will be selected and financially supported for certain work to the project.

Whereas TECOS will provide financial support to the SMEs according to the provisions of the Grant Agreement for the SME's services to the project. Under the Grant Agreement, the INCIRCULAR Partners are required to ensure that the INCIRCULAR Project is implemented in compliance with the provisions of the Grant Agreement; and the Parties shall comply with this in implementation of their tasks. The INCIRCULAR Partners furthermore are entering into a Consortium Agreement by which they have obligations towards each other. The SME shall not do anything or omit to do anything which renders TECOS or the other INCIRCULAR Partners in breach of the Grant Agreement or the Consortium Agreement.

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

### 1. Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Rules of Participation for ERDF or in the Grant Agreement or Consortium Agreement, including their respective Appendixes.

### 2. Subject

- a) The SME will perform the work as defined in this Sub-grant Agreement, the Grant Agreement, the Guide for Applicants (attached to this Sub-grant Agreement as Appendix 4). The proposal of the SME, as offered by the SME and finally agreed with TECOS, are attached to this Sub-grant Agreement as **Appendix 1**.
- b) The SME shall be responsible for ensuring that the work is carried out and complies with accepted technical, scientific and professional standards, is undertaken by appropriate personnel and carried out in accordance with the schedule laid down in Article 3 and the financial provisions laid down in Article 4.
- c) The SME assumes all responsibility towards TECOS for all tasks contracted to it by this Sub-grant Agreement and shall indemnify and hold harmless TECOS in case of breach of its obligations.
- d) Additionally, the SME recognizes that TECOS and the other INCIRCULAR Partners are bound by certain obligations arising out of the Grant Agreement and the INCIRCULAR Consortium Agreement. Herewith, the SME agrees to comply with all obligations arising out of the Grant Agreement and the INCIRCULAR Consortium Agreement to the extent that TECOS and the other INCIRCULAR Partners are enabled to comply with all their obligations under those agreements.
- e) The SME accepts the Terms and Conditions of the Grant Agreement and of the INCIRCULAR Consortium Agreement insofar as they relate to the tasks which are contracted to it hereby. The principal Terms and Conditions of the Grant Agreement are attached as Appendix 2 to this Sub-grant Agreement.

### 3. Duration

- a) The INCIRCULAR Project has started on 1 October 2023 with a duration of 36 months.

This Sub-grant Agreement will be effective from the Effective Date first mentioned above and will be valid as long as the Grant Agreement. Should the period of validity of the Grant Agreement be amended, this Sub-grant Agreement shall be deemed automatically changed accordingly.

The SME shall commence to perform its activities according to Annex 1 on <date> and shall have completed it on <date>. By that date all results and reports shall have been delivered to TECOS.

- b) Each SME shall notify TECOS in writing without undue delay if it becomes apparent that it might be unable to keep the schedule.
- c) TECOS can terminate this Agreement with immediate effect through written notice to the SME:
  - i. if the SME is in breach of any of its material obligations under this Sub-grant Agreement, which breach is not remediable, or, if remediable, has not been remedied within thirty (30) days after written notice to that effect from the party not in breach,
  - ii. if, to the extent permitted by law, the SME is declared bankrupt, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with its creditors, has suspended business activities, or is the subject of any other similar proceeding concerning those matters, or
  - iii. if the SME is subject to an event of Force Majeure (in accordance with how that term is defined under Article 35 of the Grant Agreement<sup>1</sup>), which prevents the SME from correct performance of its obligations hereunder and such circumstances have lasted, or can reasonably be expected to last more than six (6) weeks.

#### 4. Financial Provisions

- a) The maximum financial contribution to be granted to the SME shall not exceed the amount of Sixty Thousand Euros (60 000 EUR).
- b) The financial support will be paid to the SME in two instalments according to the Guide for Applicants, as follows:
  - i. After contract signature, TECOS will issue a partial pre-payment of 50% to the SME, avoiding cash flow problems especially for SMEs.
  - ii. This pre-payment is a 'loan' given to the SME until the corresponding work is accepted after review, respectively audit, by the Funding Authority.
  - iii. The balance is only granted after the completion of the INCIRCULAR programme, the participation of the SME at the minimum required events, and the acceptance of the final report, results and deliverables by the Funding Authority.
- c) In case of a non-acceptance, the SME has to comply with the Funding Authority's recommendations and get the final payment only after satisfying the recommendations.

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<sup>1</sup> [https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/guidance/aga\\_en.pdf](https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/guidance/aga_en.pdf)

- d) Any financial re-claims of the Funding Authority in case of irregularities within the programmes' cost statements will be forwarded to the SME.
- e) The balance request must include detailed information on the SME's spending e.g. costs for travel/accommodation, consumables and equipment. The awarding of costs will be made according to the Guide for Applicants (Appendix 4).
- f) At the time a payment request is submitted, written documentation must be provided to TECOS for the completion and proper implementation of the corresponding deliverable and/or progress.
- g) All payment requests regarding this Sub-grant Agreement must be submitted to TECOS by 30 June 2026 at the latest.
  - i. The SME is responsible for submitting all the required documentation and payments requested by their Service Provider.
  - ii. Each SME shall account for its costs in accordance with the grant agreement.
- h) TECOS is entitled to withhold any payments due to a SME
  - i. identified by the Partners of the INCIRCULAR Consortium to be in breach of its obligations under this Agreement, or
  - ii. who has not yet signed this Sub-grant Agreement.
- i) TECOS is entitled to recover any payments already paid to a defaulting SME.
- j) TECOS is equally entitled to withhold payments to a SME when this is suggested by or agreed with the Funding Authority.
- k) The budget in Annex 2 of the Grant Agreement, including all amendments which may occur throughout the project duration, shall apply to this Sub-grant Agreement as far as the tasks allocated to the SME are affected. Where budget amendments are to be discussed in the INCIRCULAR Consortium, TECOS shall always duly respect the SMEs' interests and shall give the SME the opportunity to bring forward its attitude.
- l) TECOS shall receive by the Funding Authority all payments for the costs stated by the SME and shall forward them on to a SME's bank account stated in Appendix 3 after approval of the costs in accordance with this Sub-grant Agreement and the Grant Agreement.

## 5. Organisation and Performance of the Work

- a) Technical and Financial Responsibility - The SME shall provide all personnel, facilities, equipment and materials necessary for the proper performance of this Sub-grant Agreement and shall assume the technical and financial responsibility for the work specified in Appendix 1. Each SME undertakes to indemnify TECOS and/or other INCIRCULAR Partners against any failure on its part to discharge its aforementioned responsibilities.
- b) Every recipient selected for FSTP will be assigned a monitoring/mentoring partner among consortium members to ensure a good follow up of supported SME"
- c) Technical and Financial Control, Verification, Audits - Each SME undertakes to supply TECOS and/or other INCIRCULAR Partners without delay with any information which the latter may request concerning the implementation of this Sub-grant Agreement. In particular, upon request the SME shall make available to TECOS, the other INCIRCULAR Partners and to their auditors the technical and financial documents verifying the costs and that the work is being or has been carried out. Each SME acknowledges and accepts the rights of the Funding Authority relating to controls and audits laid down in Articles 24 and 25 of the Grant Agreement.
- d) Each SME undertakes to give the representatives of TECOS reasonable access to the premises where the work is being carried out and to all documents concerning the work programme and/or necessary to verify the compliance with the obligations arising from this Sub-grant Agreement and of the Grant Agreement including its Annexes. Additionally, the SME acknowledges and accepts the rights of the European Commission and/or its agencies, the Court of Auditors or any third party authorised by the European Commission and/or its agencies relating to the technical and financial or other verification of this Sub-grant Agreement laid down in Articles 24 and 25 of the Grant Agreement.
- e) Each SME fully accepts the provisions of Articles 12, 13, 17 and 33 of the Grant Agreement, as attached

## 6. Results

- a) Ownership of Results - Results are owned by the Party or the INCIRCULAR Partners that generates them.
- b) Joint ownership - Where Results are generated from work carried out jointly by the Parties to this Sub-grant Agreement or by the SME and INCIRCULAR Partners 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 Third Party(ies) and the INCIRCULAR Partners 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, the division of related costs and exploiting such jointly owned Results 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.

c) Unless otherwise agreed

- each of the joint owners shall be entitled to use their jointly owned Results for 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:

- i. at least 45 calendar days advance notice; and
- ii. compensation under Fair and Reasonable conditions.

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

## 7. Access Rights

- a) The Parties are aware that the SME's Project is a small project funded within a framework of the INCIRCULAR support programme. The INCIRCULAR Consortium Partners, shall be enabled to perform their obligations as stated in the underlying legal framework, which comes directly from the Regulation (European Union) No 1290/2013 of the European Parliament and of the Council of 11 December 2013 and Regulation (European Union) No 1291/2013 of the European Parliament and of the Council of 11 December 2013. 7.

The SME agrees to grant the INCIRCULAR Partner(s), upon written request, Access to its Background and Results generated within the SME's Project, to the extent necessary to perform their own (Partner's) tasks within the INCIRCULAR Project and/or to exploit their own Results developed within the INCIRCULAR Project. The above rule applies vice versa to the SME if he requests Access to perform its tasks under the Project and/or to exploit its own Results.

The Parties agree on the following process:

a. the above-mentioned request may be made within 1 year after the INCIRCULAR support programme end date or after the termination of the SME's participation in the INCIRCULAR support programme;

b. Access Rights shall be negotiated between the Access-requesting and Access-giving Party on a non-exclusive non-sublicensable basis;

c. The Coordinator shall, however, ensure that the Access-requesting Party will be directed to such Access-providing Party in the event that the contact details are unknown. Access rights to the Results necessary for the performance of a Party's work under this Agreement will be granted on a royalty-free basis unless otherwise agreed in advance. Access rights to the Results necessary for the exploitation of a Party's own Results shall be granted on fair and reasonable conditions. Access rights are limited to non-commercial and non-competitive use and are only applicable to the sole purpose of the implementation of the project"

- b) The SME shall use all reasonable endeavours to ensure the accuracy of all information and data provided by it to TECOS and/or other INCIRCULAR Partners under this Sub-grant Agreement, whether they are SME Results or not and whether they are protected by intellectual property rights or not, and warrants its right to disclose such information. In the event of any error or omission in the SME Results being brought to the attention of the SME by TECOS or the other INCIRCULAR Partners, the SME undertakes to correct such error or rectify such omission promptly, during which time TECOS shall be entitled to withhold payment of any sums due to the Third Party.
- c) The SME warrants that the Results and any information provided by it under this Sub-grant Agreement shall not infringe the intellectual property rights of any third party, and shall indemnify TECOS and the other INCIRCULAR Partners fully and effectively from any and all liabilities, costs expenses, howsoever arising from breach of this warranty.

## 8. Dissemination and visibility of European Union funding

- a) TECOS and the other INCIRCULAR Partners are entitled to include the main issues and information regarding the SME work in their reporting towards the European Commission, subject to prior written notification to the SME.
- b) The SME must promote the Project and its results, by providing targeted information to multiple audiences (including the media and the public) in a strategic and effective manner.
- c) Before engaging in a communication activity expected to have a major media impact, the SME must inform TECOS about it and is subject to the prior written approval from TECOS.
- d) Any infrastructure, equipment and major results funded by the grant must display the European Union emblem and INCIRCULAR Project logo and include the following text: "This project has received funding from the European Union within the framework of the IN CIRCULAR Project funded under grant agreement No 101114988".
- e) When displayed together with another logo, the European Union emblem must have appropriate prominence.
- f) Any communication activity related to the Project must indicate that it reflects only the author's view and that the European Commission is not responsible for any use that may be made of the information it contains.
- g) TECOS, the other INCIRCULAR Partners, and the European Commission may use, for its communication and publicity activities, information relating to the Project, documents, notably abstracts for publication, as well as any other materials, such as pictures or audio-visual material related to the Beneficiary and received through the Contractor (including in electronic form). If the use of these materials, documents or information would risk compromising SME's legitimate interests, the SME concerned may request TECOS, the other INCIRCULAR Partners, or the

European Commission not to use them.

## 9. Confidentiality

- a) All information in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with this Sub-grant Agreement and the tasks of the SME 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, is "Confidential Information".
- b) The Recipients hereby undertake for a period of 4 years after the termination of this Sub-grant Agreement:
  - not to use Confidential Information otherwise than for the purpose for which it was disclosed;
  - not to disclose Confidential Information without the prior written consent by the Disclosing Party;
  - to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
  - 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 a machine readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of 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.
- c) The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved in implementing the tasks and shall ensure that they remain so obliged, as far as legally possible, during and after the end of this Sub-grant Agreement and/or after the termination of the contractual relationship with the employee or third party.
- d) The above shall not apply for disclosure or use of Confidential Information, if and in so far 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;
  - 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 best 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.
- e) The Recipient shall apply the same degree of care with regard to the disclosed Confidential Information as with its own confidential and/or proprietary information, but in no case less than reasonable care
- f) Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.
- g) The same obligations on confidentiality apply to the SME who is receiving Confidential Information by the other INCIRCULAR Partners.

## 10. Final Report and Milestones

- a) Each SME agrees to submit one progress report and one final report to TECOS, and the responsible work package leader of the INCIRCULAR Partners to enable TECOS and/or the other INCIRCULAR Partners to include all contents directly into the project reporting, and to identify work performed and resources deployed by the SME. TECOS also reserves the right to forward the report of the SME directly to the Funding Authority.
- b) The contents and format of the various reports required will be agreed between TECOS and/or other INCIRCULAR Partners and the SME based on the conditions of the Grant Agreement.

## 11. Liability

- a) **TECOS's liability**  
The contractual liability of TECOS under this Sub-grant Agreement shall in any case be limited to the amount of the financial support provided or to be provided to the SME hereunder. TECOS shall not in any case be liable for any indirect or consequential damages such as:

- loss of profits, interest, savings, shelf-space, production and business opportunities;
- lost contracts, goodwill, and anticipated savings;
- loss of or damage to reputation or to data;
- costs of recall of products; or
- any other type of indirect, incidental, punitive, special or consequential loss or damage.

This limitation of liability shall not apply in cases of willful act or gross negligence.

b) Liability between Third Party, TECOS and the other INCIRCULAR Partners.

The SME shall fully and exclusively bear the risks in connection with the work provided by it and for which financial support is granted and forwarded by TECOS. The SME shall indemnify TECOS and the other INCIRCULAR Partners for all damages, penalties, costs and expenses which TECOS or a INCIRCULAR Partners as a result thereof would incur or have to pay to the European Commission or to any third parties with respect to the SME's work financially supported and/or for any damage in general which TECOS or the INCIRCULAR Partners incur as a result thereof.

In addition, should the European Commission have a right to recovery against TECOS regarding the financial support granted under this Sub-grant Agreement, the SME shall pay the sums in question in the terms and the date specified by TECOS.

Moreover, the SME shall indemnify and hold TECOS and the INCIRCULAR Partners, 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.

Should any INCIRCULAR Partner makes any claim towards TECOS under TECOS's overall responsibility for the SMEs' tasks in accordance with Article 15 in the Grant Agreement, the SME shall indemnify and hold harmless TECOS from any costs.

## 12. Miscellaneous

a) Attachments, inconsistencies and severability

In case the terms of this Agreement are in conflict with the terms of the Grant Agreement, the terms of the latter shall prevail.

b) Should any provision of this Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Agreement. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.

c) The Clauses 6, 7, 8, 9, 11 remain valid also after expiration or termination of this Sub-grant Agreement.

d) No representation, partnership or agency

No Party shall be entitled to act or to make legally binding declarations on behalf of any other Party. Furthermore, a SME shall not be entitled to act or to make legally binding declarations on behalf of

any of the INCIRCULAR Partners. Nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

- e) **Mandatory national law**  
Nothing in this Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.
- f) **Language**  
This Agreement is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.
- g) **Applicable law and settlement of disputes**  
This Agreement shall be construed in accordance with and governed by the laws of Belgium excluding its conflict of law provisions.

The Parties shall endeavour to settle their disputes amicably. If the Parties mutually agree, by mediation.

If the Parties do not come to an amicable settlement, any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to the courts of the city of Brussels. They have exclusive jurisdiction.

Nothing in this Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.

## Signatures

AS WITNESS:

The Parties have caused this Agreement to be duly signed by the undersigned authorized representatives in separate signature pages the day and year first above written.

TECOS as Coordinator for the INCIRCULAR Project

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Signature(s)

Name, Title, Date

**SME**

---

Signature(s)  
Name, Title, Date



## Appendix 1 - Project proposal Part 1, 2 and 3

The original text and extent of the activities will be the ones uploaded and submitted per e-mail before 13. November 2024, 17h00 CET.

Please insert here any changes to the proposal parts 1, 2 and 3 that have been introduced since the submission:

[...] OR [not applicable]

Please insert here the milestones as defined in the proposal Part 2, and any changes that have been introduced based on the feedback of the evaluation:

**Milestones:**

*(Receiving the full amount of funding is subject to the degree of accomplishment of these pre-defined milestones)*

M1...

M2...

**Deliverable:**

**Final report, including a summary how the funding has been used to commercialise the solution** (brief description and month of delivery)

## **Appendix 2 – Excerpts from the INCIRCULAR Grant Agreement – principal Terms and Conditions:**

[https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/guidance/aga\\_en.pdf](https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/guidance/aga_en.pdf)

## Appendix 3 - Banking Information Form

Information of the SME concerning the Sub-grant Agreement relating to INCIRCULAR, ID 101114988

<b>Proposal / Contract ID 101114988</b>	<b>Proposal/Contract Acronym (Name)</b>	INCIRCULAR
<b>Financial Information for payments</b>		
<p>☞ Please ensure that the following information is correct, otherwise the payment may be rejected.</p> <p>☞ Complete the form on your PC and not by hand, since unreadable information might cause delays.</p> <p>☞ If a change of this Financial Information is necessary please inform the Coordinator immediately! Any costs and incorrect or invalid Financial Information will be borne by the Third Party.</p>		

Account holder	
<b>Name of Account holder</b> (as regi	
<b>Full address of account holder</b> (as registered with the bank)	
Street name and number	
Postal Code	Town/City
Country	VAT number

Bank-Information	
<b>Bank name</b>	
<b>Branch address</b> (full address – PO box not accepted)	
Street name and number	
Postal Code	Town/City
Country	
Account no	
Bank sorting code	
<b>International Bank Account</b>	
The IBAN is mandatory for all European Partners. Where no IBAN bank-fees are charged to the partners. See also <a href="http://www.ecbs.o">http://www.ecbs.o</a>	
<b>BIC/SWIFT</b>	
<b>Requested »reason for payment«</b> (if other than EU project name or n°) / <b>Remarks</b>	

We certify that above information declared is complete and true.

<b>DATE, STAMP + SIGNATURE of ACCOUNT HOLDER</b>
(Obligatory)

## Appendix 4

Guide for Applicants – INCIRCULAR Open Call

The guide for Applicants is available here: <https://incircular-project.eu/>