

WP4 - SPARK: Open Calls and Accelerator Management

D4.1: Circular Cities Open Call Documentation



This project has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No 873468.

D4.1: Circular Cities Open Call Documentation

Document Information

Grant Agreement Number	873468	Acronym		DigiCirc
Full Title	European cluster-led accelerator for digitisation of the circular economy across key emerging sectors			
Start Date	1 st May 2020	20 Duration		32 months
Project URL	https://digicirc.eu/			
Deliverable	D 4.1 – Circular Cities Open Call Documentation			
Work Package	WP 4 – SPARK: Open Calls and Accelerator Management			
Date of Delivery	Contractual	30 st September 2020	Actual	27 th October 2020
Nature	Report	Dissemination Level		Public
Lead Beneficiary	F6S			
Responsible Author	Catarina Reis			
Contributions from	CAP, OFI, ICA			

Document History

Version	Issue Date	Stage	Description	Contributor
1.0	26/08/2020	Draft	First draft version of the document	CAP, OFI, ICA
2.0	09/09/2020	Draft	Second draft version of the document	CAP, OFI, ICA
3.0	14/09/2020	Draft	Third draft version of the document	CAP, OFI, ICA
4.0	22/09/2020	Draft	Fourth draft version of the document	CAP, OFI, ICA
5.0	30/09/2020	Draft	Fifth draft version of the document	CAP, OFI, ICA
6.0	02/10/2020	Draft	Sixth draft version of the document	CAP, OFI, ICA
7.0	09/10/2020	Draft	Seventh draft version of the document	CAP, OFI, ICA
8.0	12/10/2020	Final draft	Eighth draft version of the document	CAP, OFI, ICA
9.0	13/10/2020	Final draft	Ninth draft version of the document	CAP, OFI, ICA
10.0	27/10/2020	Final version	Final version of the document	CAP, OFI, ICA

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D4.1: Circular Cities Open Call Documentation

Table of Contents

3
-
3

- Annex 9: Competitive Calls Financial Support to Third Parties





Executive summary

This deliverable comprises all the information needed by SMEs to submit applications to the DigiCirc circular cities open call.

The referred deliverable will be updated/resubmitted before the publication of each of the other DigiCirc open calls, with the corresponding documentation KITs of Blue Economy call and Bioeconomy call.

Document scope and structure

The purpose of this document is to compile all the documents that formalize the third-party financing rules for the first DigiCirc Open Call – Circular Cities.

Open Call supported material:

- Annex 1: Open Call text, which provides a summary of the information regarding the OpenCall for Proposals for the DigiCirc project;
- Annex 2: Circular Cities Guidelines for Applicants, which provides a full set of information regarding the Open Call for Proposals for the DigiCirc project;
- Annex 3: Circular Cities Application Form, an online application form, available at F6S platform (https://www.f6s.com/digicirccircularcities/apply);
- Annex 3.1: Circular Cities Proposal Template, mandatory word document for applicants to prepare and submit proposals;
- Annex 4: Declaration of Honour, which declares that all conditions of the open call for Circular Cities are accepted by an applicant SME;
- Annex 5: SME Declaration, which evaluates the status of the SMEs participating at an open call for Circular Cities;
- Annex 6: Consortium Declaration of Honour, which provides information about the consortium leader and the budget allocated per SME, and declares that all conditions on exclusion criteria and absence of conflict of interest between the Consortium and the Contractor are accepted;
- Annex 7: Sub-grant Agreement Template, which provides a template of the sub-grant agreement that the successful applicants will be requested to sign;
- Annex 8: Bank Account Information, which collects information on the applicant(s)' bank account where the DigiCirc payments will be sent to;
- Annex 9: Competitive Calls Financial Support to Third Parties, which contains the formal announcement to be published in the EU portal.







Annex 1: Open Call text



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KEMIN DIGIPOLIS OY	DPO	Finland
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OFFICINE INNOVAZIONE S.R.L.	OFI	Italy
F6S NETWORK LIMITED	F6S	Ireland
POLITECNICO DI TORINO	POLITO	Italy
DRAXIS ENVIRONMENTAL S.A.	DRAXIS	Greece
ZORGIOS IOANNIS	CLMS	Greece
ARTHUR'S LEGAL BV	ARL	Netherlands
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Annex 1: Open Call text

Table of Contents

1 Introduction	3
2 DigiCirc Circular Cities Accelerator Summary	
3 DigiCirc Circular Cities open call	
4 Additional Information	
4.1 Open Call for Circular Cities Additional Material	
4.2 Relevant links and Contacts	6





1 Introduction

This document provides a full set of information regarding the open call for circular cities of the DigiCirc project (https://digicirc.eu/).

DigiCirc will organise three sets of open calls (OCs) for identifying cutting-edge solutions from across Europe towards the digitization of Circular Economies (CEs) in the following strategic domains:

- 1. Circular Cities
- 2. Blue Economy
- 3. Bioeconomy

These OCs will select consortia of SMEs/start-ups or entrepreneurs (as legal persons fulfilling H2020 SME definition) that propose a convincing innovative product or service, benefiting from the use of digital tools, with a clear market that will disrupt current linear value chains towards circular ones.

The selected consortia will integrate one the three DigiCirc accelerator programmes (one per domain).

Hence, DigiCirc will support at least 45 cutting-edge circular solutions, through the selection of a minimum of 45 cross-sector and/or cross-border consortia, which represents a minimum of 90 European SMEs/start-ups in total.

Please note that solutions selected are expected to have a TRL 4-5 or to be sufficiently advanced to be quickly adapted for going to market after the DigiCirc programme. (TRL of 6-7).

2 DigiCirc Circular Cities Accelerator Summary

The first open call to be launched by the project addresses the challenges of the **circular cities** (see section 1.3 of the annex 2 'Guide for applicant').

Thus, a minimum of 15 SME-led Consortia will be selected, through this 1st open call, to **get direct funding** and integrate a highly intensive and innovative **12 weeks-long innovation support programme**, divided in two phases with a final event named DemoDay. The accelerator programme has been designed by DigiCirc experts in business development and start-up growth.

During the accelerator programme, the selected consortia will get assigned a business coach and a thematic mentor, with which they will have 1-on-1 consultations (weekly and every 2 weeks, respectively) to provide expert input, feedback and support their development for the whole duration of the accelerator.

They will also have access to LSD-enabling tool and get support to use them throughout the acceleration programme.

The 1st phase of the programme lasts 5 weeks, during which the selected consortia will follow 7 modules/courses, delivered both physically and remotely, to develop their business plan and adapt their solution that address the challenges of the circular cities (as describe in section 1.3 of the annex 2 'Guide for applicant').

To move to phase 2, the selected SME-led consortia will have to achieve a certain number of KPIs and deliver the following outputs:

- A business plan including the product/market fit and the revenue model
- A solution validated with a first proof of concept

Financial support during phase 1 amounts 5000€ per consortia, which is a lump sum provided to travel and participation at the DigiCirc phase 1 physical events.

In case of a success phase 1 completion, the respective consortia will pass to phase 2 of the accelerator programme.





Annex 1: Open Call text

During **Phase 2**, consortia will go further in the development of their innovations. They will demonstrate their solutions in relevant environment and shape their commercial strategy.

Phase 2 consists of 7 weeks of coaching, including two physical events: one physical training event (3 days) and one Demo-day (1 day) at the end of the programme. During the 7 weeks, 11 market-oriented modules will be delivered both at the physical event and remotely (same features as for Phase 1), focusing on Minimum Viable Product (MVP) development, commercial launch, IPR management and access to capital.

At the end of phase 2, the selected consortia will have to achieve a certain number of KPIs and the deliver the following outputs:

- A go-to-market strategy with an updated business plan including a commercial launch strategy
- A prototype/MVP validated in a simulated environment

Financial support during phase 2 amounts 15 000€ per Consortia, which is a lump sum provided to travel and participation at the DigiCirc phase 2 physical events (5000€) and to develop activities, such as acquisition of data, paying external experts, acquiring materials, etc. (10K€).

Finally, at the **DemoDay**, consortia will pitch and showcase their solutions in front of thematic stakeholders and a deck of three independent experts.

The 5 best ranked consortia at DigiCirc DemoDay will be granted with further funding of 100,000€ to develop their prototype and make test in operational environment in view of a commercial launch.

Following the DemoDay, they will have up to 6 months to provide:

- A first business development success: a first partnership, a first customer or a strong community of users, depending on the solution and the target market;
- A prototype/MVP developed and validated in a real environment.

The cumulative grant across the entire accelerator must respect the limit of max. 60,000€ per SME, as stipulated in Annex K of the H2020 work programme.





3 DigiCirc Circular Cities open call

The circular cities open call is the entry point for access to direct funding and for integrate the circular cities accelerator programme (see description above 2.).

The project will look for a mimimum of **15 consortia**, composed by a least 2 SMEs/start-ups- that will address specific challenges in the domain of circular cities (see section 1.3 of annex 2 'Guide for applicant').

Forming consortia will be an important aspect addressed before applying to the circular cities open call, with dedicated support from trainers as well as **Matchmaking Tool** to support SMEs towards creating complimentary and strategic consortia.

The open call on circular cities will be opened from November 1st, 2020 to January 14th 2021.

Applications should be made through the F6S platform only.

Please see annex 2 'Circular Cities Guidelines for Applicants' for more details on submission of a proposal application to the open call for circular cities.

Deadline: 14th January 2021 at 17:00 CET (Brussels time)

Call identifier: DigiCirc: 1st open call on circular cities

Language in which proposal should be submitted: English

Please note that opening and closing dates of circular cities call can be subject to change in case of any modifications in the project's schedule.





4 Additional Information

4.1 Open Call for Circular Cities Additional Material

Open Call supported material:

- Annex 1: Open Call text, this document;
- Annex 2: Circular Cities Guidelines for Applicants, which provides a full set of information regarding the Open Call for Proposals for the DigiCirc project;
- Annex 3: Circular Cities Application Form, an online application form, available at F6S platform (https://www.f6s.com/digicirccircularcities/apply);
- Annex 3.1: Circular Cities Proposal Template, mandatory word document for applicants to prepare and submit proposals. It will include different sections: (1) Overview of the proposal, (2) Concept and Innovativeness, (3) Environmental and Societal Impact, (4) Business Potential; (5) Project Planning and Budget; (6) Expertise of the Team;
- Annex 4: Declaration of Honour, which declares that all conditions of the open call for Circular Cities are accepted by an applicant SME;
- Annex 5: SME Declaration, which evaluates the status of the SMEs participating at an open call for Circular Cities;
- Annex 6: Consortium Declaration of Honour, which provides information about the consortium leader and the budget allocated per SME, and declares that all conditions on exclusion criteria and absence of conflict of interest between the Consortium and the Contractor are accepted;
- Annex 7: Sub-grant Agreement Template, which provides a template of the sub-grant agreement that the successful applicants will be requested to sign;
- Annex 8: Bank Account Information, which collects information on the applicant(s)' bank account where the DigiCirc payments will be sent to;
- Annex 9: Template for H2020 Financial Support to Third Parties, which contains the formal announcement to be published in the EU portal;
- Frequently Asked Questions & answers published at the community feed (https://www.f6s.com/digicirccircularcities/discuss). There's also a FAQ page in the DigiCirc website which applicants can consult, this page will be updated accordingly.

4.2 Relevant links and Contacts

The DigiCirc consortium will provide information to the applicants only via the F6S blog, so that the information (question and answer), will be visible to all participants.

No binding information will be provided via any other means (e.g. telephone or email).

More info at: https://digicirc.eu/

Apply via: https://www.f6s.com/digicirccircularcities/apply

F6S support team: support@f6s.com

Online Q&A: https://www.f6s.com/digicirccircularcities/discuss







End of Document

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ZORGIOS IOANNIS	CLMS	Greece
ARTHUR'S LEGAL BV	ARL	Netherlands
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Table of Contents

1 Introduction	
1.1 Overview of the DigiCirc Project & accelerator programme	5
1.2 Circular cities Accelerator Programme	6
1.2.1 Circular cities accelerator programme description	6
1.2.2 Circular Cities Accelerator Programme Timeline	C
1.3 Circular Cities Challenges	10
2 General Information	12
2.1 Means of Submission	12
2.2 Language	12
2.3 Documentation Format	12
2.4 Data Protection	12
3 Eligibility Criteria	13
3.1 Beneficiaries Eligibility	13
3.2 Proposal Eligibility Criteria	13
4 Open Call Evaluation Process	15
4.1 Check of Proposal Eligibility	15
4.2 External Remote Evaluation	15
4.3 Interview with External Evaluators	16
4.4 Redress process	18
5 Negotiation process to access the Circular Cities Programme	19
5.1 Administrative duties	19
5.2 Sub-Grant Agreement (Contract) Signature	20
6 Financial Support Provided	21
6.1 Origin of Funds	21
6.2 Funding Limitation	21
6.3 Criteria for payments during the acceleration programme	21
6.3.1 Phase 1: €5000	22
6.3.2 Phase 2: €15 000	22
6.3.3 Final Grant: €100 000	23
6.3.3.1 Selection	23
6.3.3.2 Payment modalities	24
7 Preparation and Submission of Proposals	26
7.1 Open Call Submission System	26
7.1.1 Open Call Publication	26
7.1.2 Applicants Registration	26





7.1.3 Proposal Preparation	27
7.1.4 Proposal Reception	27
8 Responsibilities of Beneficiaries	28
8.1 Conflict of Interest	28
8.2 Data Protection & Confidentiality	28
8.3 Promotion the Action and giving visibility to the EU funding	29
8.4 Financial Audits and Controls	30
8.5 Sub-project Communication	31
9 Contacts	32
References	33
List of Figures	
Figure 1: DigiCirc Accelerator Programme key aspects	
List of Tables	
Table 1: DigiCirc Consortium	1
Table 2: List of Acronyms	4
Table 3: List of the Circular Cities accelerator programme events	9
Table 4: #1 Topic/Challenge	10
Table 5: #2 Topic/Challenge	10
Table 6: #3 Topic/Challenge	
Table 7: #4 Topic/Challenge	
Table 8: Evaluation Criteria	15
Table 9: Interview Evaluation Criteria	17
Table 10: DigiCirc funding scheme schedule.	21





List of Acronyms

Table 2: List of Acronyms

Acronym	Designation
DigiCirc	European cluster-led accelerator for digitisation of the circular economy across key emerging sectors
SME	Small and Medium Enterprise
KPIs	Key Performance Indicators
EU	European Union
CE	Circular Economy
OCs	Open Calls
EASME	The Executive Agency for Small and Medium-sized Enterprises
MOOCs	Massive Open Online Courses
GDPR	General Data Protection Regulation
FSTP	Financial Support to Third Parties
FAQ	Frequently Asked Questions
H2020	Horizon 2020
TRL	Technology Readiness Levels
MVP	Minimum viable products
PoC	Proof of Concept





1 Introduction

This document provides a full set of information regarding the Open Call for Circular Cities of the DigiCirc project (https://digicirc.eu/). The Sub-Grant Agreement template (Annex 7) must be additionally considered for the submission of an application to open call for circular cities.

DigiCirc will organise three set of open calls (OCs) for identifying cutting-edge solutions from across Europe towards the digitization of Circular Economies (CEs). These OCs will select and direct fund SMEs/start-ups, or entrepreneurs (as legal persons fulfilling H2020 SME definition) to propose a convincing innovative product or service, benefiting from the use of digital tools, with a clear market that will disrupt current linear value chains towards circular ones. DigiCirc will issue three open calls as gate opener for the three accelerators programmes, in the following domains:

- 1. Circular Cities Accelerator Programme
- 2. Blue Economy Accelerator Programme
- 3. Bioeconomy Accelerator Programme

1.1 Overview of the DigiCirc Project & accelerator programme

DigiCirc's vision is to galvanise development of the Circular Economy through digitization by leveraging SME innovation potential under cluster leadership.

The project targets 3 strategic high-growth domains where the potential for digital-driven Circular innovation is recognised but not realised, with each domain including several emerging and established industries:



Circular cities: 72% of EU citizens live in cities, which consume 75% of natural resources, are responsible for 60- 80% of GHG emissions and produce over 50% of waste. It is urgent for cities to adopt circular systems to increase efficiencies, lower their environmental footprint and minimise health-costs to citizens. Digital technologies have already shown potential to enable sharing

economy business models, improve logistics and lower waste. Circular cities are identified in the Circular Economy Package and the Urban Agenda for the EU. Emerging industries include waste management, mobility, renewable energy, logistics, urban agriculture, etc.



Blue Economy: `EU's Blue Economy has a turnover of €566 B, generating €174 B of value-added and employing nearly 5 M people. The seas cover 70% of the earth's surface and are vastly unexplored and underutilised. Further growth across a number of areas identified in EC's Blue Growth Strategy, by which it seeks to support sustainable growth in the maritime sectors. One of the focus areas of

the Strategy focuses on the development of a particular approach for maritime resources which is compatible with the goal of a CE economy, and for which ICT is directly identified as an enabler. ICT allows for synergy and linkages across established sectors such as fisheries, logistics, tourism as well as new emerging ones such as aquaculture, blue biotechnology, tourism 4.0 & ocean energy.



Bioeconomy: EU's ambitions to become the world's first carbon-neutral region by 2050 will require a switch from an economy dependent on fossil raw-materials to a bioeconomy, harnessing the production and processing of renewable raw materials. The bioeconomy is already a large EU sector, with a turnover of €2,3T and employing 8,2% of EU's workforce, and has potential to create

a million new jobs by 2030. The EC recognises it as a key strategic sector for a competitive and sustainable economy of the future which can enable the CE. EC's Bioeconomy Strategy explicitly recognises the role of digital innovation to support this transition.

Bending the economy from its present paradigm towards sustainable circularity requires a systemic approach, involving a large spectrum of EU stakeholders, namely: SMEs, local authorities, research institutions, clusters, corporations, and investors. Thus, the project will also create an Innovation Ecosystem linking a wide network of stakeholders to support SME innovation through partnering and to define innovation priorities in their domain.





In turn, the project will implement three intensive accelerator programmes addressing challenges defined by the Innovation Ecosystem in one of the 3 project domains described above - to spur SME innovation, foster large scale demonstration, and transfer innovative solutions into new value chains.

The programmes contain physical training events. These events will be compulsory to attend in person. At least one representative per consortia will be required on each event, although it is strongly advised that at least two people attend. There will be 6 training events in total, 2 per accelerator programme. These training events will be more low-key, they will be leveraged to show "DigiCirc accelerator in action". In addition, there will be 3 DemoDays events, 1 per accelerator programme. These professional and attractive high-level events will be the pinnacle of each accelerator programme. They will aim to promote DigiCirc as a project, its underlying concept (digitization for Circular transition) and beneficiary results in order to inspiring awe and interest.

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

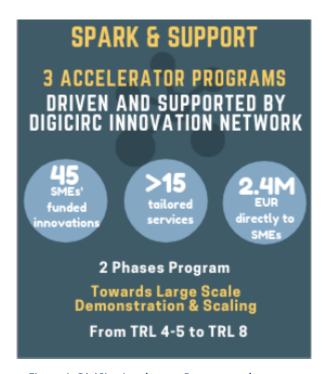


Figure 1: DigiCirc Accelerator Programme key aspects

1.2 Circular cities Accelerator Programme

1.2.1 Circular cities accelerator programme description

The SME-led consortia selected, at least 15, will integrate a highly intensive and innovative **12 weeks-long** innovation support programme to develop their digitized circular solution for the circular cities. This programme, designed by DigiCirc experts in business development and start-up growth, consists of **two phases**, tailored to SME needs as per their individual stage of development, ensuring gradual but constant growth.

At the beginning of the programme, each consortia will get assigned a **business coach and a thematic mentor**, with which they will have **1-on-1 consultations** (weekly and every 2 weeks, respectively) to provide expert input, feedback and support their development for the whole duration of the accelerator.

They will also have access to LSD-enabling tool and get support to use them throughout the acceleration programme.





PHASE 1: APRIL - MAY 2021 (5 WEEKS)

Activities

Phase 1 lasts 5 weeks, during which the SMEs beneficiaries will develop their business plan and adapt their solution that address the challenges of the circular cities as describe in section 1.5.

To do so, they will follow 7 modules/courses, mostly focusing on:

- (i) development of concrete business plans and actionable steps to realise it, and;
- (ii) analysis of the value chain in which they operate/ target, identification of complementary innovation actors (or additional personnel) that can contribute to the further development of their product/service.

These modules/courses will be physical, virtual or hybrid.

Virtual courses (and the virtual parts of the hybrid courses) will be made available on a dedicated platform.

Physical courses (and the physical activities related to the hybrid courses) must be attended in person and will be held during physical training sessions (see table 3 below).

The first physical training session, to be held in April 2021, will last 3 days¹. During the event, the selected SME-led consortia will have the opportunity to get acquainted with their business coaches and thematic mentors; and participate in interactive courses, workshops and brainstorm activities.

Expected outputs

To move to phase 2, the selected SME-led consortia will have to achieve a certain number of KPIs (see section 6.3) based on their attendance and performance during the phase 1 training courses and the delivery of the two following outputs:

- A business plan including the product/market fit and the revenue model;
- A solution validated with a first proof of concept.

Financial support

• Financial support for phase 1 is 5000€ per consortia, which is a lump sum needed to team travel and participation at the DigiCirc phase 1 physical event² (see below for details).

PHASE 2: MAY – JUNE 2021 (7 WEEKS)

Activities

The selected SME-led consortia, that fulfill the KPI set for phase 1, will access phase 2, in which they will demonstrate their solutions in relevant environment and shape their commercial strategy.

They will follow 11 market-oriented modules that will be delivered both at the physical event and remotely (same features as for phase 1), focusing on MVP development, commercial launch, IPR management and access to capital.

SMEs will plan development and commercialisation outlining their innovation, its business model, set-up for LSD, and the next steps after the accelerator. This will form the basis of DemoDay pitches (see next paragraph).

² This might change according to the pandemic situation caused by Covid-19. Of course, prompt communications will be sent to SMEs and, in general, to all the participants



PO DIGICIRC

¹ This might change according to the pandemic situation caused by Covid-19. Of course, prompt communications will be sent to SMEs and, in general, to all the participants

Expected outputs

At the end of phase 2, the selected consortia will have to achieve a certain number of KPIs (see section 6.3) based on their attendance and performance during the phase 2 events (training courses & DemoDay) and the delivery of the following outputs:

- A go-to-market strategy with an updated business plan including a commercial launch strategy
- A prototype/MVP validated in a simulated environment

Financial support

Each of the selected consortia will receive 15.000€ at the beginning of phase 2. This amount is expected to be used by the consortia as follows:

- 5K€: to cover travel and accommodation costs for the physical events, i.e 2nd physical training event and DemoDav:
- 10K€: to cover costs to develop activities, such as acquisition of data, paying external experts, acquiring materials, etc.

DEMODAY: JULY (1 DAY) & FINAL GRANT: AUGUST 2021-JANUARY 2022 (6 MONTHS)

DemoDay (1 day)

At the end of phase 2, a DemoDay (high level meeting) will be organized, during which the consortia will pitch and showcase their solutions in front of private investors and key industry representatives and a deck of three independent experts.

The consortia will be ranked on the basis of the expert's evaluation performance during the accelerator, as measured by specific KPIs (see section 6.3).

Final grant (6 months)

Activities

The best ranked 5 consortia will be granted with further funding to develop their prototype and make test in operational environment in view of a commercial launch (the cumulative grant across the entire accelerator must respect the limit of max. 60,000€ per SME, as stipulated in Annex K of the H2020 work programme).

Expected outputs

They will have up to 6 months to provide:

- A first business development success: a first partnership, a first customer or a strong community of users, depending on the solution and the target market;
- A prototype/MVP developed and validated in a real environment.

Financial support

The 5 selected consortia will be granted with 100K€ to cover costs for developing a prototype, demonstration activities, business and IPR services.





The accelerator programme is designed such that all phases are complementary parts of one whole, and that SMEs demonstrating quality and motivation are selected from the beginning.

The foreseen events under the Circular Cities accelerator programme are:

Table 3: List of the Circular Cities accelerator programme events

Events	Scope	Location ³	Date	Duration	Mandatory
Phase 1	Physical courses, physical parts of the hybrid courses. Mentoring and tutoring activities	Paris	April 2021	3 days	Yes
Phase 2	Physical courses, physical parts of the hybrid courses. Mentoring and tutoring activities	Paris	June 2021	3 days	Yes
DemoDays	Evaluation of the projects	Paris	End of phase 2	1 day	Yes

1.2.2 Circular Cities Accelerator Programme Timeline

Submission to the 1st Open Call will be enabled on the 1st of November 2020 and will end on the 14th January 2021 at 17h00 CET time (Brussels time).

Below are presented the dates for the different phases of circular cities accelerator programme. The opening and closing dates of each phase can be subject to change in case of any modifications in the project's schedule.

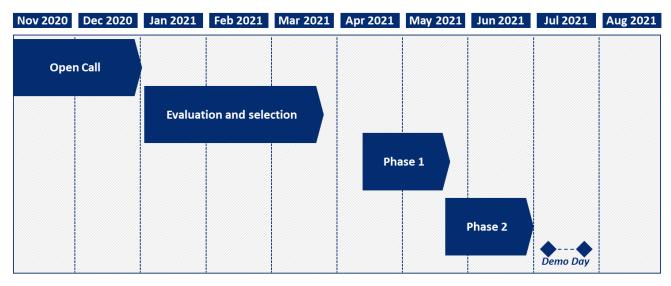


Figure 2: Circular Cities Accelerator Programme Timeline

³ Physical events might be subject to variation due to Covid 19



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1.3 Circular Cities Challenges

The circular economy aims to change the paradigm from the linear economy (produce, use, dispose) to a circular one that turn waste into resources. This implies limiting the resources usage, minimizing the environmental impacts, and increasing efficiency of product usage during its entire life cycle from its production, through its consumption, to the management of the waste produced.

Because of their scale and competences, urban territories are key players in the transition towards a circular economy by being privileged places of experimentation. This requires the willingness of all cities stakeholders from the public authorities, the private sector and especially the citizens to change the existing schemes and approaches. For cities to become circular they will have to reinvent themselves.

To help them in this circular transition, DigiCirc's circular cities accelerator, is looking for advance solutions to tackle 4 cross-cutting issues in 5 targeted sectors. These advance solutions must be ready to 'go-to-market' after the programme's closure.

Applicants must submit their proposals for one of the four topics/challenges cross-cutting issues presented below.

Table 4: #1 Topic/Challenge

#1 Topic/Challenges	Autonomous Cities
Description	The circular economy applied to the city could lead to autonomous and resilient circular cities by creating loops of resources produced and consumed locally.

Table 5: #2 Topic/Challenge

#2 Topic/Challenges	Waste Management
Description	Ensuring that a waste is no longer a waste by minimizing its production and extending the duration of its use (reuse, repair, sale, donation, etc.) and by recycling the raw materials.

Table 6: #3 Topic/Challenge

#3 Topic/Challenges	Sustainable Consumption					
Description	Whether as a citizen in our private life or as a professional actor during project development, the notion of circularity must be integrated for any act of purchasing.					

Table 7: #4 Topic/Challenge

#4 Topic/Challenges	Education					
Description	The transition to a circular economy must be supported by the education of professionals, children's, and citizens so that everyone can be an actor of the change.					





To answer those cross-cutting issues, our accelerator, will focus on the following Circular City key sectors that need to be circularized:

- Buildings & Construction
- Plastics
- Food
- Energy
- Water





2 General Information

2.1 Means of Submission

The F6S platform (https://www.f6s.com/digicirccircularcities/apply) will be the entry point for all applications' submission to DigiCirc Open Call for Circular Cities. Submissions received by any other channel will be automatically discarded.

Documents required in subsequent phases of the programme will be submitted via a dedicated channel, which will be indicated by DigiCirc consortium during the sub-granted projects execution.

2.2 Language

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

2.3 Documentation Format

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

2.4 Data Protection

Beneficiary's personal data processing

In order to process and evaluate applications, DigiCirc will need to collect Personal and Industrial Data. F6S Network Ireland Limited, as the Project Open Calls Manager will act as Data Controller and will be responsible for ensuring that collection, processing and sharing of personal data and/or special categories of personal data are in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the General Data Protection Regulation ("GDPR")). F6S will therefore ensure the legal grounds for personal data processing, ensuring the contractual basis and taking required security measures in accordance with GDPR before processing and sharing any personal data and/or special categories of personal data.

Personal data embedded in the Beneficiaries technology

If the consortium beneficiaries acts as data processor in respect of any personal data included and/or processed through the technology to be submitted to DigiCirc open call, the data controlling consortium beneficiaries undertakes to bind any and all of their data processors, including if necessary F6S and/or any other DigiCirc consortium partner, to a data processing agreement in compliance with the applicable statutory data protection laws.

The F6S platform's system design and operational procedures ensure that data is managed in compliance with The General Data Protection Regulation (EU) 2016/679 (GDPR). Each applicant will accept the F6S terms to ensure coverage.

Please note that DigiCirc requests the minimum information needed to deliver the evaluation procedures. *Annex 8: Bank Account Information, and Annex 7: Sub-grant Agreement Template,* are provided for reference and will only be requested if the SME-led consortium is accepted in the Open Call for Circular Cities.

Please refer to https://www.f6s.com/terms to check F6S platform data privacy policy and security measures.





3 Eligibility Criteria

The DigiCirc open call for circular cities will fund the integration of SMEs and Micro SMEs as defined in EU law: EU recommendation 2003/361115. Each of these must be established in an EU Member State or in an Associated Country.

3.1 Beneficiaries Eligibility

Only SMEs complying with the European Commission Recommendation 2003/361/EC⁴ and the SME user guide⁵ are eligible. As a summary, the criteria which define an SME are:

- a. Independent (not linked or owned by another enterprise), in accordance with Recommendation 2003/361/EC.
- b. Headcount in Annual Work Unit (AWU) less than 250.
- c. Annual turnover less or equal to €50 million OR annual balance sheet total less or equal to €43 million.

In addition, an SME is considered eligible for DigiCirc open calls if it complies will ALL the following rules:

- a) It is a legal entity established and based in one of the EU Member States or an H2020 Associated country as defined in H2020 rules for participation;
- b) have not been declared bankrupt or have initiated bankruptcy procedures;
- c) have not convictions for fraudulent behavior, other financial irregularities, unethical or illegal business practices;
- d) are not under liquidation or an enterprise under difficulty accordingly to the Commission Regulation No 651/2014 art. 2.18.

For British applicants: UK is an EU associated country, so UK applicants are eligible at the time of the deadline of the call.

Please note that a signed version of *Annex 4: Honour Declaration*, *Annex 5: SME Declaration* and *Annex 6: Consortium Declaration of Honour* are mandatory for a proposal submission.

3.2 Proposal Eligibility Criteria

Only one proposal will be accepted for funding per consortia of at least 2 SMEs from different sectors, in order to be more competitive and to put together complementary competences and skills, to develop a solution that address the challenges of the circular cities as describe in section 1.5. Cross-border team is also highly encouraged and be positively evaluated.

Before applying to the accelerator programme, SMEs will be given the opportunity to use the <u>project Matchmaking Platform</u> to look for other SMEs in case they need a partner to build a consortium. A minimum of 15 SME-led consortia per accelerator will be selected

In the case of a multiple submission, only the last one received (timestamp of the system) will enter into the evaluation process, the rest being declared as non-eligible. If the last submitted proposal is declared then non-eligible or fails to reach the thresholds of the evaluation, the other proposals submitted earlier will not be considered for evaluation in any case.

⁵ SME definition http://ec.europa.eu/enterprise/policies/sme/files/sme_definition/sme_user_guide_en.pdf



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⁴ European Commission Recommendation 2003/361/EC. http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2003:124:0036:0041:en:PDF

The following proposals eligibility criteria also apply:

- 1) Each SME may submit only one (1) proposal at each DigiCirc open call. Multiple submissions per call is a disqualify factor. In case an SME submits more than one proposal per open call, all proposals that they have submitted will be automatically excluded from the evaluation process;
- 2) Only proposals submitted before the deadline will be accepted. The deadline for this call is 14th January 2021, at 17h00 CET (Brussels Time).





4 Open Call Evaluation Process

4.1 Check of Proposal Eligibility

Before assigning external evaluators, each proposal eligibility is verified by the consortium. Important eligibility criteria to discard non-eligible proposals will be applied. The eligibility criteria check will verify:

- Natural persons and companies that comply with the Commission Recommendation for Small and Medium sized Enterprises (SMEs) 2003/361/EC;
- Consortium with of at least 2 SMEs based in Member States or H2020 associated countries;
- Signed **Declaration of Honour** (as given in *Annex 4*) and **SME Declaration** (as given in *Annex 5*) stipulating that the entity is eligible for financing in line with eligibility rules of H2020, with the possibility for requests for additional documentation if/when required;
- Signed Consortium Declaration of Honour (as given in *Annex 6*);
- The Application is finalised;
- The Circular Cities Proposal Template has been submitted (as given in Annex 3.1);
- The application is written in the English Language;
- The absence of the same entity in other applications under circular cities call;

Proposals being marked as non-eligible will get a rejection letter that will include the reasons for being catalogued as non-eligible. No further feedback on the process will be given.

4.2 External Remote Evaluation

DigiCirc open call for Circular Cities will execute a trustworthy evaluation process.

Remotely and within F6S platform, **external evaluators** with experience in circular economy, digital technologies, and business development will evaluate each proposal, scoring it based on the following evaluation criteria:

Table 8: Evaluation Criteria

N°	Criterion	Weight	Score	Description		
1	Challenge fit	10%	1-5	Degree to which proposed solution address domain challenges, including added value by integrating or developing upon digitalisation.		
2	Concept and Innovativeness	40%	1-5	Quality of the proposed solution. How innovative it is (demonstrate the innovation potential compared to the existing technology and/or solutions available on the market). Degree of circularity: utilization of and added value conferred to "waste" materials/resources, eco-sustainability of the product/service.		
3	Environmental and societal impact	20%	1 - 5	To which extend the solution will benefit to: Environment: amount of waste avoided, amount of recycled raw materials, amount of CO2 emissions avoided, etc.); and Society: social inclusion, better living, health benefits, etc.		





	Business Potential	20%	1 - 5	Development outputs, business scalability/replicability, targeted market.		
4				The technology readiness level (TRL): solutions selected are expected to have a TRL 4-5 or to be sufficiently advanced to be quickly adapted for going to market after the programme. (TRL of 6-7).		
5	Implementation and Team Capacity 10% 1 - 5		1 - 5	Quality of the workplan (including milestones). Complementarity and capacity of the team based on proven experience to deliver the proposed solution and to commercialise it. Cross-border dimension of the team.		

Each criterion will have a mark between 1 and 5. Half point scores are not given. For each criterion under examination, score values will indicate the following assessments:

- 1: Fail. The proposal fails to address the criterion under examination or cannot be judged due to missing or incomplete information.
- 2: Poor. There are serious inherent weaknesses.
- **3: Good**. While the proposal broadly addresses the criterion, there are significant weaknesses that would need correcting.
- 4: Very Good. The proposal addresses the criterion well, although certain improvements are possible.
- **5: Excellent**. The proposal successfully addresses all relevant aspects of the criterion in question. Any shortcomings are minor.

Any score from 0 to 1 on any of the criteria disqualifies the overall proposal.

Each proposal will be evaluated by two external evaluators. They will record their individual opinion of each proposal on an Individual Evaluation Report They will then communicate to prepare a single Consensus Evaluation Report (CER) for each proposal, representing opinions and scores on which the evaluators agree and which they will sign.

4.3 Interview with External Evaluators

After evaluation, proposals will be ranked based on overall score. The top ranked proposals (twice the number of planned number of proposals to be selected) will be invited to interview with external evaluators. Proposals not invited to interview will be notified that they have not qualified.

The online interview aims to go into details in what it refers to as concept and innovativeness; team and engagement; and capacity and willingness to exploit experiment results. The interviews will be carried out by 2 evaluators, having 1 DigiCirc member as moderator.

The following criteria are to be evaluated along the interview:





Table 9: Interview Evaluation Criteria

N°	Criterion	% of score	Points	Description		
1	Concept, Innovativeness	40%	1 - 5	Quality of the proposed solution; How innovative it is (demonstrate the innovation potential compared to the existing technology and/or solutions available on the market); Degree of circularity: utilization of and added valuation conferred to "waste" materials/resources, economics sustainability of the product/service.		
2	Environmental & Societal Impact	30%	1 - 5	To which extend the solution will benefit to: Environment: amount of waste avoided, amount of recycled raw materials, amount of CO2 emissions avoided, etc.); and Society: social inclusion, better living, health benefits, etc.		
3	Implementation & Team Capacity	20%	1 - 5	Quality of the workplan (including milestones); Complementarity and capacity of the team, based on proven experience to deliver the proposed solution and to commercialise it.		
4	Motivation & Future Plans		1-5	Motivation to participate in the acceleration programme. Expectations from the acceleration programme; Alternative plan if not funded by DigiCirc.		

Any score from 0 to 1 on any of the criteria disqualifies the overall proposal.

After the meeting, evaluators form a consensus regarding the evaluation and a report is prepared. After the 2-stage evaluation process (remote evaluation and interview) all proposals will be ranked based on their scores.

The list of accepted proposals will be published as well as the information about the non-eligible proposals.

The criteria for the ranking of the proposals will be semi-automatic following the rules below:

Rule 1: The proposals will be ranked based on their overall score (summary of the remote evaluation and interview scores).

Rule 2: In case following Rule 1 there are proposals in the same position, priority will be given to proposals that have higher Concept and Innovativeness.

Rule 3: In case following Rule 2 there are proposals in the same position, priority will be given to proposals that have higher Environmental and Societal Impact.

Rule 4: In case following Rule 3 there are proposals in the same position, priority will be given to innovation of the Business Potential.

Rule 5: In case following Rule 4 there are proposals in the same position, priority will be given to the number of female researchers participating in the team.





At the end, a minimum of 15 proposals will be selected, and 10 others will remain in a reserve list, in case a selected proposal fails to enter the DigiCirc Phase 1.

All applicants will be informed about the evaluation results. All proposals will receive an acceptance or rejection letter together with an anonymized version of their proposal Consensus Evaluation Report (CER).

4.4 Redress process

Within 3 working days of the delivery of a rejection letter considering the proposal as non-eligible or the CER, a proposer may submit a request for redress if s/he believes the results of the eligibility checks have not been correctly applied, or if s/he feels that there has been a shortcoming in the way his/her proposal has been evaluated that may affect the final decision on whether to enter the Call for Circular Cities or not.

In that case, an internal review committee of the DigiCirc consortium will examine the request for redress. The committee's role is to ensure a coherent interpretation of such requests, and equal treatment of applicants.

Requests must be:

- Related to the evaluation process or eligibility checks;
- Clearly describe the complaint;
- Received within the time limit (3 working days) from the reception of a rejection letter considering the proposal as non-eligible or the CER;
- Sent by the SME legal representative that has also submitted the proposal.

The committee will review the complaint and will recommend an appropriate course of action. If there is clear evidence of a shortcoming that could affect the eventual funding decision, it is possible that all or part of the asset application will be re-evaluated.

Please note:

- This procedure is concerned only with the evaluation and/or eligibility checking process. The committee will not call into question the scientific or technical judgement of appropriately qualified experts;
- A re-evaluation will only be carried out if there is evidence of a shortcoming that affects the final decision on whether to fund it or not. This means, for example, that a problem relating to one evaluation criterion will not lead to a re-evaluation if an asset application has failed anyway on other criteria;
- The evaluation score following any re-evaluation will be regarded as definitive. It may be lower than the original score.

Only one request for redress per asset application will be considered by the committee. All requests for redress will be treated in confidence and must be sent to Project Coordinator via the F6S platform.





5 Negotiation process to access the Circular Cities Programme

After the open call evaluation conclusion and projects selection, the DigiCirc coordinator will start the Sub-Grant Agreement (Contract) preparation in collaboration with the proposals' coordinator that have been evaluated. The Sub-Grant Agreement (Contract) preparation will go via an administrative and financial checking (and potentially into technical or ethical/security negotiations) based on evaluators' comments. On a case by case approach, a phone call or teleconference may be needed for clarification.

The objective of the Sub-Grant Agreement (Contract) preparation is fulfilling the legal requirements between the DigiCirc consortium and every SME beneficiary of the call for circular cities. There will be an inclusion of the comments (if any) in the Evaluation Summary Report of the asset application and mapping to the Sub-Grant Agreement (Contract).

5.1 Administrative duties

To validate the status information, the following documents will be required from each SMEs of the consortia:

- SMEs declaration form (Annex 5): signed and stamped. In the event the applicant declares being non-autonomous, the balance sheet and profit and loss account (with annexes) for the last period for upstream and downstream organizations should also be provided.
- Legal existence. Copy of the original extract of SME registration (company Register, Official Gazette or other official document per country showing the name of the organisation, the legal address and registration number); a copy of a document proving VAT registration (in case the VAT number does not show on the registration extract or its equivalent); a copy of ID card or passport of legal representative(s) of the SME;
- In cases where the number of employees and/or the ownership is not clearly identified: any other supporting documents which demonstrate headcount and ownership such as payroll details, annual reports, national regional association records, etc.
- SME Bank account information: The account where the funds will be transferred will be indicated via a form signed by the SME legal representative and the bank representative. The account should be a business bank account of the SME.
- Declaration of Honour (annex 4) signed

It should be emphasised that each SME should provide at Sub-Grant Agreement (Contract) preparation time a valid VAT⁶. Failure to provide the VAT number will automatically result in proposal rejection.

In addition, each consortium must provide a Consortium Declaration of Honour (Annex 6) signed.

The request of the above documentation by the DigiCirc consortium will be done including deadlines. In general, the Sub-Grant Agreement (Contract) negotiation should be concluded within two weeks. An additional week may be provided by the DigiCirc coordinator in case of significant reasoning. In case the negotiations have not been concluded within the above period, the application is automatically rejected, and another SME applicant will be given the opportunity of acceptance.

⁶ To be checked at European Commission services such as http://ec.europa.eu/taxation_customs/vies/



5.2 Sub-Grant Agreement (Contract) Signature

At the end the negotiation phase, the Sub-Grant Agreement (Contract) will be signed between the DigiCirc consortium and the selected consortia.

Please note:

- 1. The sub-grant agreement (Contract) will cover the complete 2 phases: Phase 1, Phase 2. An additional sub-grant agreement (Contract) will be signed if the Beneficiary consortium is one of the winners of DemoDay;
- 2. The sub-grant agreement (Contract) will automatically expire at the end of each phase, without any further notice from the DigiCirc consortium, in case the project does not enter or qualify for the next phase or if the consortium is not considered eligible any more or if the Declaration of Honour has been violated;
- 3. <u>For British applicants:</u> Please be aware that eligibility criteria must be complied with for the entire duration of the grant. If the United Kingdom withdraws from the EU during the grant period without concluding an agreement with the EU ensuring in particular that British applicants continue to be eligible to H2020 programme as an associated country, you will cease to receive EU funding (while continuing, where possible, to participate) or be required to leave the project.





6 Financial Support Provided

6.1 Origin of Funds

Any selected applicant will sign a dedicated Sub-Grant Agreement with the DigiCirc consortium.

The funds attached to the Sub-Grant Agreement come directly from the funds of the European Project DigiCirc funded itself by the European Commission and remain therefore, property of the EU until the payment of the balance, whose management rights have been transferred to the project partners in DigiCirc via European Commission Grant Agreement Number 873468.

As it can be seen in the Sub-Grant Agreement template (*Annex 7*), this relation between the sub-grantee and the European Commission through DigiCirc project carries a set of obligations to the sub-grantee with the European Commission. It is the task of the sub-grantee to accomplish them, and of the DigiCirc consortium partners to inform about them.

6.2 Funding Limitation

The maximum amount of direct funding that an SME may receive via **DigiCirc** is **60,000€**, taking into consideration all phases of the accelerator programme.

DigiCirc is **results-driven**, provided as vouchers in a lump sum way. As such, there is no need for a traditional administrative-justification system (e.g. counting hourly dedication or calculating workload), but getting the funding is associated with the full achievement of the KPIs (see section 6.3).

6.3 Criteria for payments during the acceleration programme

Evaluation will be made by the consortium for each phase. This evaluation will trigger the distribution of funds as set in the table below.

Table 10: DigiCirc funding scheme schedule.

Phase I ⁷		Phase II ⁸		Final Grant	
April 2021*	May 2021*	May-June 2021*	June 2021*	July 2021*	February 2022*
70% of the sum	30 % of the sum	30% of the sum	70% of the sum	40% of the grant	Remaining 60%
is given upon	is given upon	is given to the	upon the	after sub-grant	upon the
the participation	the successful	consortia, upon	successful	signature (of	successful
to the 1 st	completion of	the participation	completion of	100.000€ grant	completion of
physical event.	KPI (see 6.3.1).	of the 2 nd	KPI (see 6.3.2).	see 6.3.3).	KPI (see 6.3.3).
		physical event.			

^{*}These are provisional dates.

Please note that if the circular accelerator programme planned physical events are organised remotely, the travel grants (5000€ in phase 1 and 5000€ in phase 2) will not be distributed.

⁷ If the physical events are organized remotely, no grant will be distributed in Phase 1. 8 If the physical events are organized remotely only 10K€ will be distributed in Phase 2.





Detailed payment schedule and payment conditions will be settled in the *Annex 7: Sub-grant Agreement*.

6.3.1 Phase 1: €5000

70% upon the participation in the 1st physical training event (April 2021).

30% at the end of phase 1 (May 2021) upon the achievement of the following KPIs:

- Participation to the project activities:
 - O Active participation to the meetings (physical or hybrid) [score between 1-5, given by the consortium];
 - o Level of interaction with the tutor/mentor [score between 1-5 given by coach/mentor];
 - o Results of the MOOCs assessments [score between 1-5, given by the consortium];
- Submission of the 1st progress report, which describes the activities undertaken, the use of the grant, if applicable, and a plan on the use of the grant from phase 2 [score between 1-5, given by the consortium];
- Delivery of a business plan (including the product/market fit and the revenue model) and a solution validated with a first proof of concept [score between 1-5 given by coach/mentor].

Each criterion will have a mark between 1 and 5. Half point scores are not given. For each criterion under examination, score values will indicate the following assessments:

- 1: Fail. The activities fail to address the KPI under examination or cannot be judged due to missing or incomplete information.
- 2: Poor. There are serious inherent weaknesses.
- **3: Good**. While the activities broadly address the KPI, there are significant weaknesses that would need correcting.
- 4: Very Good. The activity addresses the KPI well, although certain improvements are possible.
- **5: Excellent**. The proposal successfully addresses all relevant aspects of the KPI in question. Any shortcomings are minor.

2 is the minimum threshold for each variable. The maximum score will therefore be 25. The grant will be awarded in proportion to the score achieved if it reaches a **minimum score of 10**.

The payments will be made, and consortia will accede to the 2nd phase, only if the criteria set above are properly fulfilled.

Please note that if the physical events are organised remotely, the travel grant (5000€ in phase 1) will not be distributed.

6.3.2 Phase 2: €15 000

30% upon the participation in the 2nd physical training event (May – June 2021).

70% at the end of phase 2 (June 2021) upon the achievements of the following KPIs for this phase:





- Participation to the project activities:
 - o Active participation to the meetings (physical or hybrid) [score between 1-5, given by the consortium];
 - o Level of interaction with the tutor/mentor [score between 1-5 given by coach/mentor];
 - o Results of the MOOCs assessments [score between 1-5, given by the consortium];
- Improvement of the business idea (in comparison to the initial level):
 - o Improvement of the business model [score between 1-5, given by coach/mentor];
 - Improvement of the financials analysis [score between 1-5, given by coach/mentor];
- Acquisition of new competences and skills in the team (or plan to do so) [score between 1-5, given by coach/mentor];
- Improvement of the sustainability aspects of the project [score between 1-5, given by the consortium];
- Realization of an MVP, PoC⁹ or in-field studies (e.g. marketing market tests, etc.) [score between 1-5, given by coach/mentor];
- Submission of a progress report, which describes the activities undertaken, the improvement of the business idea, the new skills acquired, the improvement of the sustainability of the solution, the realization of an MVP, report on the use of the grant [score between 1-5, given by the consortium];
- Delivery of a go-to-market strategy with an updated business plan including a commercial launch strategy and a prototype/MVP validated in a simulated environment [score between 1-5, given by coach/mentor].

Each criterion will have a mark between 1 and 5, which will be given on the basis of the activity report the SMEs will have to hand in, on the participation to the activities and the interaction with the staff. Half point scores are not given. For each criterion under examination, score values will indicate the following assessments:

- 1: Fail. The activities fail to address the KPI under examination or cannot be judged due to missing or incomplete information.
- 2: Poor. There are serious inherent weaknesses.
- 3: Good. While the activities broadly address the KPI, there are significant weaknesses that would need correcting.
- **4: Very Good**. The activity addresses the KPI well, although certain improvements are possible.
- 5: Excellent. The proposal successfully addresses all relevant aspects of the KPI in question. Any shortcomings are minor.

2 is the minimum threshold for each variable. The maximum score will therefore be 50. The grant will be awarded in proportion to the score achieved if it reaches a minimum score of 20.

The payments will be made only if the criteria set above are properly fulfilled.

Please note that if the physical events are organised remotely, the travel grant (5000€ in phase 2) will not be distributed.

6.3.3 Final Grant: €100 000

6.3.3.1 Selection

At the end of phase 2, five consortia will be selected to get additional funding during a DemoDay. The consortia will be scored according to the following criteria:

85%: a deck of 3 experts (thematic, business, circular) will score each of the 10 min consortia pitches at DemoDays based on the business potential and their LSD/commercialisation plan (to make use of the

⁹ MVP: minimum viable products, PoC: proof of concept



DIGICIRC

100.000€ grant); The deck of three experts will be able to rely upon the opinion of external experts that will be invited to the event based on the selected themes.

• 15%: Consortium tracked criteria (see KPI set above).

6.3.3.2 Payment modalities

DemoDay's winning consortia will receive:

40% upon the signature of subgrant agreement (July-August 2021).

60% (up to February 2022) upon the successful evaluation by DigiCirc's consortium and providing that the following have been achieved.

- They submitted a deliverable, detailing the progress made during the last 6 months on their prototype development, the first testing results, the go-to-market strategy, the sustainability model and a roadmap for the continuation of the development and commercialization activities, proving that conditions have been met to indicate successful implementation of LSD/commercialization;
- They delivered a first business development success (a first partnership, a first customer or a strong community of users, depending on the solution and the target market) and a prototype/MVP developed and validated in a real environment;
- They demonstrate that at least 20.000€ has been spent in this period to:
 - o improve and test their prototype through LSD;
 - o prepare launch to market campaign;
 - o and/or actuate marketing strategy.

The consortium will be evaluated on the following criteria:

• Concept & Innovativeness

- o How innovative is the solution [score between 1-5];
- o Focus on circularity in the value proposition of the business [score between 1-5];

Business potential

- o Quality of the market and competition analysis [score between 1-5];
- o Identification of a specific market to address [score between 1-5];
- Customer analysis and customer segmentation: identification of potential customers [score between 1-5];
- Scalability to other markets [score between 1-5];
- Scalability to other customer segments [score between 1-5];

• Economical, and financial sustainability

- Quality of the value proposition [score between 1-5];
- o Details provided about the activities needed, key resources and partners [score between 1-5];
- Financial sustainability of the business plan [score between 1-5];
- o Quality of the financial forecasts [score between 1-5];

• Environmental & Societal Impact

- o Environmental impact [score between 1-5];
- Societal impact [score between 1-5];
- Sustainability [score between 1-5];





Implementation

- o TRL achieved [score between 1-5];
- o Existence of the PoC/MVP [score between 1-5];
- o Easiness of producing/programming the solution [score between 1-5];

The maximum score will therefore be 85 with a minimum threshold of 34.

Each criterion will have a mark between 1 and 5. Half point scores are not given. For each criterion under examination, score values will indicate the following assessments:

- 1: Fail. The activities fail to address the KPI under examination or cannot be judged due to missing or incomplete information.
- 2: Poor. There are serious inherent weaknesses.
- **3: Good**. While the activities broadly address the KPI, there are significant weaknesses that would need correcting.
- 4: Very Good. The activity addresses the KPI well, although certain improvements are possible.
- **5: Excellent**. The proposal successfully addresses all relevant aspects of the KPI in question. Any shortcomings are minor.





7 Preparation and Submission of Proposals

The following chapter shows all the relevant information for a successful application to DigiCirc open call for circular cities.

7.1 Open Call Submission System

7.1.1 Open Call Publication

Applicants are invited to submit their applications on the F6S platform. Each applicant will have the following documentation to support their asset application:

- Annex 1: Open Call text, which provides a full set of information regarding the Open Calls under the DigiCirc project;
- Annex 2: Circular Cities Guidelines for Applicants, this document;
- Annex 3: Circular Cities Application Form, an online application form, available at F6S platform (https://www.f6s.com/digicirccircularcities/apply);
- Annex 3.1: Circular Cities Proposal Template, mandatory word document for applicants to prepare and submit proposals. It will include different sections: (1) Overview of the proposal, (2) Concept and Innovativeness, (3) Environmental and Societal Impact, (4) Business Potential; (5) Project Planning and Budget; (6) Expertise of the Team;
- Annex 4: Declaration of Honour, which declares that all conditions of the open call for Circular Cities are accepted by an applicant SME;
- Annex 5: SME Declaration, which evaluates the status of the SMEs participating at an open call for Circular Cities;
- Annex 6: Consortium Declaration of Honour, which provides information about the consortium leader and the budget allocated per SME, and declares that all conditions on exclusion criteria and absence of conflict of interest between the Consortium and the Contractor are accepted;
- Annex 7: Sub-grant Agreement Template, which provides a template of the sub-grant agreement that the successful applicants will be requested to sign.
- Annex 8: Bank Account Information, which collects information on the applicant(s)' bank account where the DigiCirc payments will be sent to.
- Annex 9: Template for H2020 Financial Support to Third Parties, which contains the formal announcement to be published in the EU portal.
- Frequently Asked Questions & answers published at the community feed (https://www.f6s.com/digicirccircularcities/discuss). There's also a FAQ page in the DigiCirc website which applicants can consult, this page will be updated accordingly.

Applicants are expected to provide complete, accurate data and contact details.

7.1.2 Applicants Registration

Interested applicants should register at F6S (<u>www.f6s.com</u>), to be able to access the DigiCirc F6S page (<u>https://www.f6s.com/digicirccircularcities/apply</u>). This will be the central interface for managing the applications.





7.1.3 Proposal Preparation

Please follow the steps:

- For the application preparation, the 2 SMEs consortia are requested to apply online and answer to all mandatory questions (with no exception) at: https://www.f6s.com/digicirccircularcities/apply.
- All applicants must complete the *Annex 3.1: Circular Cities Proposal Template* and submitted along with their proposal. Applicants who fail to do so will not be considered eligible;
- The applicants must sign and submit along with their proposal the respective *Annex 6: Consortium Declaration of Honour*, where the SME consortia representative is identified. Applicants who fail to do so will not be considered eligible.
- All applicants must accept the terms and conditions and must sign and upload to the F6S platform the completed *Annex 4: Declaration of Honour* and *Annex 5: SME Declaration*. Applicants who fail to do so will not be considered eligible.
- Be concrete and concise. Questions have character limitations. Please examine all the open call documents and for more information please go to DigiCirc project website (www.digicirc.eu)
- It is highly recommended to submit your asset application well before the deadline. If the applicant discovers an error in the asset application, and provided the call deadline has not passed, the applicant may request the F6S DigiCirc team to enable them to re-submit the asset application (for this purpose please contact us at support@f6s.com). However, DigiCirc is not committed that resubmission in time will be feasible in case the request for resubmission is not received by the F6S DigiCirc team at least 48 hours before the call deadline.

It is strongly recommended not to wait until the last minute to submit the asset application. Failure of the asset application to arrive in time for any reason, including network communications delays or working from multiple browsers or multiple browser windows, is not acceptable as an extenuating circumstance. The time of receipt of the application as recorded by the submission system will be definitive.

7.1.4 Proposal Reception

Submissions will be done ONLY via the F6S platform on https://www.f6s.com/digicirccircularcities/apply. A full list of applicants will be drafted containing their basic information for statistical purposes and clarity (which will be also shared with EC for transparency).

The application reception will close on 14th January 2021, at 17h CET (Brussels Time). There will not be any deadline extensions unless a major problem caused by the F6S platform and not by the proposers, makes the system unavailable.





8 Responsibilities of Beneficiaries

The selected SMEs are indirectly beneficiaries of European Commission funding. As such, they are responsible for the proper use of the funding and ensure that the recipients comply with obligations under H2020 specific requirements as described in Horizon 2020 - the Framework Programme for Research and Innovation (2014-2020, Cluster facilitated projects for new industrial value chains¹⁰). The obligations that are applicable to the recipients include¹¹ accomplishing the proper attendance for the accelerator programme physical and online courses and to travel and participate in DigiCirc accelerator programme events, in an appropriate manner. Appropriate manner means that the participant will comply with the house rules in case of an onsite meeting and in general to the meeting rules.

The obligations of the beneficiary SMEs are set forth in the *Annex 7: Sub-Grant Agreement*.

8.1 Conflict of Interest

The beneficiary SMEs must take all measures to prevent any situation where the impartial and objective implementation of the sub-project is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ('conflict of interests').

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

If the sub-contract consortium member breaches any of its obligations, the sub-contract may be automatically terminated. Moreover, costs may be rejected.

8.2 Data Protection & Confidentiality

During implementation of the sub-project and for four years after the end of the sub-project, the parties must keep confidential any data, documents or other material (in any form) that is identified as confidential at sub-contract signing time ('confidential information').

If a beneficiary SME requests, the Commission and the DigiCirc consortium may agree to keep such information confidential for an additional period beyond the initial four years. This will be explicitly stated at the sub-contract.

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

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

¹¹ The obligations described here are not binding and may be modified, refined or additional obligations may be inserted during the sub-project negotiation if



DIGICIRC

 $^{{\}color{blue}^{10}}~\underline{\text{https://ec.europa.eu/easme/en/section/innosup/cluster-facilitated-projects-new-industrial-value-chains}$

8.3 Promotion the Action and giving visibility to the EU funding

The beneficiary SMEs must promote the sub-project, the DigiCirc project and its results, by providing targeted information to multiple audiences (including the media and the public) in a strategic and effective manner and to highlight the financial support of the EC.

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

- a) display the EU emblem;
- b) display the DigiCirc logo and
- c) include the following text:

For communication activities: "This project has indirectly received funding from the European Union's Horizon 2020 research and innovation programme, via an Open Call issued and executed under project DigiCirc (grant agreement No 873468)".

For infrastructure, equipment and major results: "This [infrastructure][equipment][insert type of result] is part of a sub-project that has indirectly received funding from the European Union's Horizon 2020 research and innovation programme via an Open Call issued and executed under project DigiCirc (grant agreement No 873468)".

When displayed in association with a logo, the European emblem should be given appropriate prominence. This obligation to use the European emblem in respect of projects to which the EC contributes implies no right of exclusive use. It is subject to general third-party use restrictions which do not permit the appropriation of the emblem, or of any similar trademark or logo, whether by registration or by any other means. Under these conditions, the beneficiaries is exempted from the obligation to obtain prior permission from the EC to use the emblem. Further detailed information on the EU emblem can be found on the Europa web page.

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

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

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

The beneficiary SMEs shall ensure that all necessary authorisations for such publication have been obtained and that the publication of the information by the EC and DigiCirc does not infringe any rights of third parties.





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

8.4 Financial Audits and Controls

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

Moreover, the EC may at any time during the implementation of the DigiCirc project and up to 5 (five) years after the end of the DigiCirc project, arrange for financial audits to be carried out, by external auditors, or by the EC services themselves including the European Anti-Fraud office (OLAF). The audit procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the EC. Such audits may cover financial, systemic, and other aspects (such as accounting and management principles) relating to the proper execution of the grant agreement. They shall be carried out on a confidential basis.

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

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

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

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

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

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

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





8.5 Sub-project Communication

The sub-project coordinator should:

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





9 Contacts

The DigiCirc consortium will provide information to the applicants only via the F6S blog, so that the information (question and answer), will be visible to all participants.

No binding information will be provided via any other means (e.g. telephone or email).

More info at: https://digicirc.eu/

Apply via: https://www.f6s.com/digicirccircularcities/apply

F6S support team: <u>support@f6s.com</u>

Online Q&A: https://www.f6s.com/digicirccircularcities/discuss





References

- REGULATION (EU) No 1290/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 laying down the rules for participation and dissemination in "Horizon 2020 the Framework Programme for Research and Innovation (2014-2020)" and repealing Regulation (EC) No 1906/2006
- EUROPEAN COMMISSION, Directorate-General for Communications Networks, Content and Technology, "Guidance note on financial support to third parties under H2020", Annex K. "Actions involving financial support to third parties", http://ec.europa.eu/research/participants/data/ref/h2020/other/wp/2016 2017/annexes/h2020-wp1617-annex-k-fs3p_en.pdf
- EUROPEAN COMMISSION, COMMISSION RECOMMENDATION of 6 May 2003, concerning the definition of micro, small and medium-sized enterprises notified under document number C(2003) 1422, Text with EEA relevance,

 2003/361/EC:

 https://eurlex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2003:124:0036:0041:en:PDF
- EUROPEAN COMMISSION, EASME, INNOSUP, Cluster facilitated projects for new industrial value chains, available at https://ec.europa.eu/easme/en/section/innosup/cluster-facilitated-projects-new-industrial-value-chains
- EUROPEAN COMISSION, VIES VAT number validation, available at https://ec.europa.eu/taxation_customs/vies/







End of Document









Questions



CIRCULAR CITIES APPLICATION FORM

As part of the European INNOSUP Initiative (ec.europa.eu/easme/en/innosup), DigiCirc aims at boosting the circular economy through digital tools by supporting highly innovative small0 and medium-sized enterprises (SMEs) in the development and uptake of solutions, products or processes based on circular value chains in different sectors and for the territories (digicirc.eu/).

This is the application form for Circular Cities Accelerator Programme. Circular Cities Accelerator Programme will have 2 phases, the 1st phase aiming to develop a value proposition and business plan, while identifying, through 1-on-1 mentorship and systemic design modelling, gaps in knowledge, market access, expertise, equipment, etc. needed to further develop and/or enable commercialisation. The DigiCirc Innovation Ecosystem will be leveraged through a matchmaking tool to help SMEs create complementary consortia, meeting SME capacity gaps, and enabling large scale demonstration.

The 2nd stage will spark consortia's potential by closely working on solutions' market potential and go-to-market strategies, as well by providing financial and knowledge-based support to speed up MVP improvements.

During both phases, accelerator beneficiaries will have free access and specific support to use all DigiCirc digital tools and IP services, preparing for and initiating LSD.

In this application form, candidates must propose a convincing innovative product or service, that will benefit from the use of digital tools and has a clear market vision that will disrupt current linear value chains towards a circular one. The application form is divided into the following sections:

If you have any questions, don't hesitate to ask them on the online Q&A page (www.f6s.com/digicirccircularcities/discuss) or for extraordinal communication need, please contact the DigiCirc Open Call Help Desk: info@digicirc.eu
Failure to provide the required information in all sections will result in disqualification.

PROPOSAL INFORMATION

1	Proposal Title *	
		100
2	Proposal Acronym *	
		30





CHALLENGE SELECTION

Indicate by ticking the corresponding box which challenge you are applying for. Also indicate which sectors you are selecting for your chosen challenge.

3	There are four different challenges that you can choose from to apply *	to DigiCirc. Please choose one.
	Select One ▼	
4	4 There are five different sectors related to the above mention challeng from to apply to DigiCirc. You can choose more than one sector. *	ges that you need to choose
	Buildings and Construction Plastic	Food
	☐ Energy ☐ Water	
	PROPOSAL DESCRIPTION Please upload your Annex 3.1 – Circular Cities Proposal Template in Portable Docume	nt Format (pdf).
5	Upload proposal (Max file size 30MB.) (Max file size 30MB.) * Use the official template available at: (LINK TO DOCUMENT) Applicants using other kind of template/ document will be automatically ineligible.	
	CHOOSE A FILE	
Ea	CONSORTIUM INFORMATION Each proposal should consist of a consortium of 2 partners. Please provide details on representative of one of the consortium members, and who will be the contact person	
6	Did your Consortium meet through the DigiCirc Matchmaking Platforn	n? *
	Select One ▼	
#	#1 Partner - Consortium Leader	
7	7 SME Name *	
	Consortium Leader information. Official name of the SME.	





8	Brief description of your SME * Please describe your SME main products, business and technical competences and participating team members competences/ skills, partner commitment to participate in the programme.
9	Country *
	Consortium leader country. Please select from the list.
9 (Select One ▼
10	Name of Contact Person *
10	
11	Role/position in the SME *
12	Email address *
10 11 12	
13	Phone Number
14	LinkedIn Profile
15	SME Website *





#:	2 Partner
16	SME Name *
17	Brief description of your SME * Please describe your SME main products, business and technical competences and participating team members competences/ skills, partner commitment to participate in the programme.
18	Country * Please select from the list. Select One ▼
19	Name of Contact Person *
20	Role/position in the SME *
21	Email Address *
22	Phone Number
23	LinkedIn Profile
24	SME Website *





REQUIREMENTS TO JOIN CIRCULAR CITIES PROGRAMME

25	Please upload the "A	nnex 4:	Declaration	of Honour"	properly fill-in	and signed	(Max file size	ze 30MB.)
	(Max file size 30MB.)	*						

You may download the document here: LINK TO DOCUMENT.

CHOOSE A FILE

Please upload the "Annex 5: SME Declaration" properly fill-in and signed (Max file size 30MB). (Max file size 30MB.) *

You may download the document here: LINK TO DOCUMENT.

CHOOSE A FILE

²⁷ Please upload the "Annex 6: Consortium Declaration of Honour" properly fill-in and signed (Max file size 30MB). (Max file size 30MB.) *

You may download the document here: LINK TO DOCUMENT.

CHOOSE A FILE

28 How did you hear about DigiCirc Project? *

Select One ▼

29 Is your proposal ethics ready for H2020 funding? *

Please undertake the ethics self-assessment, with support from the following EC document: ec.europa.eu/research/participants/portal/doc/call/h2020/h2020-msca-itn-2015/1620147-h2020 - guidance ethics self assess en.pdf

Select One ▼

30 Acceptance of the DigiCirc Open Call conditions *

Full call documents available at: www.digicirc.eu

Select One 🔻

31 The information contained within this application form has been reported truthfully *

Select One 🔻

32 F6S may share the submitted data with the DigiCirc Consortium *

Select One 🔻







End of Document





November/2020



Circular Cities Proposal Template

Please use this template to prepare your proposal. It has been organised to ensure that the important aspects of your planned work are clearly measurable with respect to the evaluation criteria. Sections 1 to 6 each correspond to an evaluation criterion (see the *Annex 2: Circular Cities Guidelines for Applicants* document for details).

The structure of this template must be followed when preparing your proposal. Applicants using other kind of template/document structure will be **automatically ineligible**.

Only proposals that successfully address all the required aspects will have a chance of being funded. Please take advantage of the different communication instruments offered by the DigiCirc Consortium (i.e. info webinars, help-desk, online Q&A, and FAQ section in the website) to receive feedback on any questions you may have before submitting your proposal.

The page limit for full proposal is 8 pages (Not including cover page, table of content page and the Ethical/Security Checklist). Please also respect the limits indicated in each section.

All tables and eventual figures must be included within this limit. The allowed font type is "Calibri" and the minimum font size is 11 points. The page size is A4, and all margins (top, bottom, left, right) should be at least 15 mm.

If you attempt to upload a proposal longer than the specified limit, excess pages will be made invisible, and will not be taken into consideration by the experts evaluating the merit of the proposal.

Please delete this page when submitting the proposal.

Delete the guidance text provided in each section.







DigiCirc 1st Open Call – Circular Cities

Acronym of your proposal Full title of your proposal

Date of submission: SMEs logo (If any)





Table of Contents

Circular Cities Proposal Template	1
Overview of the Proposal (Maximum 1 page)	4
Proposal Description	4
Concept and Innovativeness (Maximum 2 pages)	4
Environmental and Societal Impact (Maximum 1 page)	5
Business potential (Maximum 1 page)	5
Project Planning and Budget (Maximum 2 pages)	5
Project Activities and Milestones (Maximum 1 page)	5
Main activities of the project	5
Milestones & Deliverables	5
Budget (Maximum 1 page)	6
Overall Budget for Phase 1	6
Overall Budget for Phase 2	6
Expertise of the Team (Maximum 1 page)	6
ANNEX: Ethical/Security Checklist	7
Table of Figures	
Table 1: Challenges domains selection	4
Table 2: Proposal Milestones & Deliverables	5
Table 3: Budget for Phase 1	
Table 4: Budget Phase 2	
Table 5: Proposed Team	
Table & LIBIT AT ICCHEC LADIL	7





Overview of the Proposal (Maximum 1 page)

Applicants must submit their proposals for one of the four topics/challenges cross-cutting issues presented below. Indicate by ticking the corresponding box which topic/challenge you are applying for. Also indicate which sectors you are selecting for your chosen topic/challenge.

Table 1: Challenges domains selection

	Autonomous cities	Waste management	Sustainable consumption	Education
Buildings &				
Construction				
Plastics				
Food				
Energy				
Water				

Proposal Description

Please provide an overview of your proposal and the reason why it is valuable. Also, describe the exact challenge you are tackling and precise if it covers additional sectors than the ones listed above, including added value by integrating or developing upon digitalisation. Describe your understanding of dynamics across the sector, how you will address the challenges selected.

The information contained in this summary will be made public on DigiCirc website, only if your proposal is awarded.

Concept and Innovativeness (Maximum 2 pages)

In this section you should clearly describe the details of the technology or product you will develop under your proposal. The description should also include, if possible, a preliminary overview of the technological/digital tools or techniques you will use to develop the product/service.

Explain how the proposed solution address the challenges.

Identify the technical challenges and barriers expected to be solved. Identify the technology readiness level (TRL) of the proposed solution and its benefits for end-users. Please remember that the TRL will be taken into consideration for the proposal evaluation in terms of its potential to go-to-market after the programme's closure.

Justify your project outcomes (which should be clear, measurable, and realistic) and how they will generate added value with respect to DigiCirc's vision and objectives.

How innovative it is (demonstrate the innovation potential compared to the existing technology and/or solutions available on the market).

Describe the degree of circularity: utilization of and added value conferred to "waste" materials/resources, ecosustainability of the product/service.





Environmental and Societal Impact (Maximum 1 page)

Describe the potential to create new circular value chains or to strengthen current and how the product/service that will be generated thanks to the project will benefit to:

- Environment: amount of waste avoided, amount of recycled raw materials, amount of CO2 emissions avoided, etc.) and;
- Society: social inclusion, better living, health benefits, etc.

Business potential (Maximum 1 page)

Explain the exploitation potential of your project. Describe the business scalability/replicability.

Identify the potential main target audiences and their needs. What would be your go-to-market strategy for the proposal outcomes?

Project Planning and Budget (Maximum 2 pages)

Please note that the maximum amount that each partner can received is €60k in total.

Project Activities and Milestones (Maximum 1 page)

Please notice that the Circular Cities Accelerator Programme activities have two phases and one final event named DemoDay. You have 12 -week to progress in the development and integration of the proposed solution. Take this into account to align this with your planning.

Main activities of the project

Describe the activities that will take place in your proposal by breaking down your work to work packages and tasks and provide timing of the different activities and components. This section should answer the question "how are we going to implement the proposal to reach the defined challenge objectives?".

Milestones & Deliverables

Please list the main milestones of the proposal.

Table 2: Proposal Milestones & Deliverables

Milestone or Deliverable Number	Milestone/Deliverable description	Means of verification	Deadline (per phase 1 and phase 2)

^{*}Add lines as required





Please consult the **Annex 2: Circular Cities Guidelines for Applicants** and verify the evaluation process per each phase and which milestones and/or deliverables you need to deliver.

Budget (Maximum 1 page)

NOTE: Phase 1: (max. 5.000€); Phase 2: (max. 15.000€); Final Grant: (max. 100.000€)

TOTAL: 120.000€ per Consortium (max. 60.000€ per SME)

Overall Budget for Phase 1

Please present the budget for Phase 1 considering the Travel and Accommodations expenses, indicate how the budget will be divided per each consortium partner.

Table 3: Budget for Phase 1

Item	Amount (EUR)			
rem	Partner #1	Partner #2		
Travel Expenses				
Accommodation Expenses				

Overall Budget for Phase 2

Please present how the $5000 \in$ budget for Phase 2 allocated to the Travel and Accommodations expenses will be distributed per each partner. Also describe how you will use the $10.000 \in$ budget allocated to the implementation of the proposal activities during Phase 2 and how you will distribute it per partner (table).

Table 4: Budget Phase 2

Item	Amount (EUR)			
	Partner #1	Partner #2		
Travel Expenses				
Accommodation Expenses				
Proposal Activities Implementation				
Total				

Expertise of the Team (Maximum 1 page)

Summarise the SME team involved in the proposal in the table below. Notice that the people included in the proposal must be later involved in the execution.





Table 5: Proposed Team

Name of the person	Role in the proposal	Link to LinkedIn or similar (if available)	Entity

^{*}Add lines as required

Consortia Expertise

Please provide a short summary of the relevant experience of each team member. Explain the capacity of the consortia team based on proven experience to deliver the proposed solution and to commercialise it. Please identify synergies, trans-disciplinary competences, cross-border dimension. Please indicate if any of the organisations has received H2020 funding previously. Include previous project references relevant to the proposal, products, publications, participation in conferences, collaborations, community projects, etc. Link to evidence of these records will be appreciated as they will help evaluators to assess the team experience and skills (e.g. LinkedIn, other).

ANNEX: Ethical/Security Checklist

Table 6: ETHICAL ISSUES TABLE

	YES
Informed Consent	
Does the proposal involve children?	
Does the proposal involve patients or persons not able to give consent?	
Does the proposal involve adult healthy volunteers?	
Does the proposal involve Human Genetic Material?	
Does the proposal involve Human biological samples?	
Does the proposal involve Human data collection?	
Research on Human embryo/foetus	
Does the proposal involve Human Embryos?	
Does the proposal involve Human Foetal Tissue / Cells?	
Does the proposal involve Human Embryonic Stem Cells?	
Privacy	
Does the proposal involve processing of genetic information or personal data (e.g. health, sexual lifestyle, ethnicity, political opinion, religious or philosophical conviction)	
Does the proposal involve tracking the location or observation of people?	
Research on Animals	
Does the proposal involve research on animals?	
Are those animals transgenic small laboratory animals?	
Are those animals transgenic farm animals?	





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

Ethics

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

- submit an ethics self-assessment, which:
 - o describes how the proposal meets the national legal and ethical requirements of the country or countries where the tasks raising ethical issues are to be carried out;
 - o explains in detail how you intend to address the issues in the ethical issues table, in particular as regards:
 - o research objectives (e.g. study of vulnerable populations, dual use, etc.)
 - o research methodology (e.g. clinical trials, involvement of children and related consent procedures, protection of any data collected, etc.)
 - o the potential impact of the research (e.g. dual use issues, environmental damage, stigmatization of particular social groups, political or financial retaliation, benefit-sharing, malevolent use, etc.).
- provide the documents that you need under national law (if you already have them), e.g.:
 - o an ethics committee opinion;
 - o the document notifying activities raising ethical issues or authorizing such activities
- If these documents are not in English, you must also submit an English summary of them (containing, if available, the conclusions of the committee or authority concerned).
- If you plan to request these documents specifically for the project you are proposing, your request must contains.

Security

Please indicate if your project will involve:

- Activities or results raising security issues: (YES/NO)
- 'EU-classified information' as background or results:_____(YES/NO)
- Any potential "dual use" of results:_____(YES/NO)







End of Document





October/2020



Declaration of Honour

Title of the proposal:
On behalf of(Company name) established in, (Official SME address), SME VAT number ¹ , represented for
the purposes of signing and submitting the proposal and the Declaration of Honour by (Name of legal representative),
By signing this document, I declare that
1) I have the legally binding authorisation of the above-mentioned SME for submitting this proposal.
2) The above-mentioned SME has not submitted any other proposal under DigiCirc Open Call. In case the above-mentioned SME has submitted more than one proposal in this Open Call, all associated proposals will automatically be excluded from the evaluation process.
3) I and the above SME that I legally represent are fully aware and duly accept all DigiCirc rules and conditions as expressed in DigiCirc Open Call documents and all Annexes, and will fully respect any evaluation decision and proposal selection under DigiCirc.
4) The information included in the Annex 5: SME Declaration document is true and legally binding.
5) All provided information in this declaration is true and legally binding and may be subject to request for evidence of its veracity through the necessary supporting documents.

SME Legal representative Contact Information:

Title (Mr, Mrs, Dr.)	
Name	
Surname	
Position in the company	
Full Address	
Country	
Email Address	
Telephone	
Mobile	

 $^{^{1}}$ 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.





Signature and stamp	
(stamp if applicable)	

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

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 organisation or any other illegal activity, where such illegal activity is detrimental to the Union's financial interests;
- f) is subject to an administrative penalty for being guilty of misrepresenting the information required by the contracting authority as a condition of participation in a grant award procedure or another procurement procedure or failing to supply this information or having been declared to be in serious breach of its obligations under contracts or grants covered by the Union's budget.
- 2. 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 a) to f) above;

3. I declare that:

- a) Neither myself nor any person that I know is subject to a DigiCirc conflict of interest, meaning being in a situation where the impartial and objective implementation of the project is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest;
- b) I have not made false declarations in supplying the information required by participation in the Open Calls of DigiCirc 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 a) to f).





d) I am aware and fully accept all DigiCirc conditions and rules as expressed in DigiCirc *Open Call documents Annex 1*, *Annex 2*, *Annex 3*, *Annex 4*, *Annex 5*, *Annex 6*, and *Annex 7*.

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.

Full name:	Signature and stamp (if applicable)
On behalf of SME:	
Done at (place) the (day) (month)	(year)







End of Document





Annex 5: SME Declaration

October/2020



Annex 5: SME Declaration

Declaration on information on the SME qualification

Precise	identification of the app	olicant enterp	orise					
Name o	or Business name:							
Addres	s (of registered office):_							
Registra	ation / VAT number:							
Names	and titles of the principa	al director(s):						
Type of	f enterprise (see explana	atory note)						
Tick to	indicate which case(s) a	pplies to the	applicant ente	rprise:				
	Autonomous enterprise				x below result fectors are to see the section only, we see the section only, we see the section on the section on the section of the section on the section of the section	from the accour without annex.	its of the	
	Partner enterprise	Fill in an	d attach the	annex (and ar	ny additional sh	eets), then com	plete the	
<u></u> □ ι	Linked enterprise	declaration	declaration by copying the results of the calculations into the box below.					
Refere	ence period (*)							-
Refere	ence period (*)							-
Heado	count (AWU)	Annı	ual turnover (*	·*)	Balance sh	eet total (**)		_
of new	data must be relating to wly established enterpris a reliable estimate made UR 1 000.	ses whose acc	counts have n	ot yet been ap				
chang chang small,	ared to the previous acc se regarding the data, se of category of the ap medium-sized or big en	which could plicant enterp	result in a	•	nis case fill in a previous accoul	and attach a de nting period).	eclaration	
Signatu			_					
Name enterpr	and position rise:	of the	signator	/, being 	authorised	to repres	ent t	he

 $^{^{1}\,\}underline{\text{https://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2003:124:0036:0041:en:PDF}$





Annex 5: SME Declaration

I declare on my honour the accuracy of this declaration and of any annexes thereto and I am aware that supporting	g
documentation may be asked at any point during the application process or implementation of the project.	

Done at:	
Signature	





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

I. TYPES OF ENTERPRISES

The definition of an SME² distinguishes three types of enterprise, according to their relationship with other enterprises in terms of holdings of capital or voting rights or the right to exercise a dominant influence³.

Type 1: Autonomous Enterprise

This is by far the most common type of enterprise.

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

An applicant enterprise is autonomous if it:

- does not have a holding of 25%⁴ or more in any other enterprise,
- and is not 25%³ or more owned by any enterprise or public body or jointly by several linked enterprises or public bodies, apart from some exceptions⁵,
- and does not draw up consolidated accounts and is not included in the accounts of an enterprise which draws up consolidated accounts and is thus not a linked enterprise⁶.

Type 2: Partner Enterprise

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

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

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





² Henceforth in the text, the term "Definition" refers to the Annex to Commission Recommendation 2003/361/EC on the definition of SMEs.

³ Definition, Article 3

⁴ In terms of the share of the capital or voting rights, whichever is higher is applied. To this percentage should be added the holding in that same enterprise of each enterprise, which is linked to the holding company (Definition, Article 3 paragraph 2)

⁵ An enterprise may continue being considered as autonomous when this 25% threshold is reached or exceeded, if that percentage is held by the following categories of investors (provided that those are not linked with the applicant enterprise):

a) public investment corporations, venture capital companies, individuals or groups of individuals with a regular venture capital investment activity who invest equity capital in unquoted businesses ("business angels"), provided the total investment of those business angels in the same enterprise is less than EUR 1 250 000,

b) universities or non-profit research centres,

c) institutional investors, including regional development funds,

d) autonomous local authorities with an annual budget of less than EUR 10 million and less than 5000 inhabitants.

⁶ If the registered office of the enterprise is situated in a Member State which has provided for an exception to the requirement to draw up such accounts pursuant to the Seventh Council Directive 83/349/EEC of 13 June 1983, the enterprise should nevertheless check specifically whether it does not meet one or other of the conditions laid down in Article 3 paragraph 3 of the Definition.

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

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

Annex 5: SME Declaration

The applicant enterprise is a partner of another enterprise if:

- it has a holding or voting rights equal to or greater than 25% in the other enterprise, or the other enterprise has a holding or voting rights equal to or greater than 25% in the applicant enterprise,
- the enterprises are not linked enterprises within the meaning defined below, which means, among other things, that the voting rights of one in the other do not exceed 50%,
- and the applicant enterprise does not draw up consolidated accounts which include the other enterprise by consolidation and is not included by consolidation in the accounts of the other enterprise or of an enterprise linked to it⁵.

Type 3: Linked Enterprise

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

In order to avoid difficulties of interpretation for enterprises, the Commission has defined this type of enterprise by taking over – wherever they are suitable for the purposes of the Definition – the conditions set out in Article 1 of Council Directive 83/349/EEC on consolidated accounts⁷, which has been applied for many years.

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

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

II. THE HEADCOUNT AND THE ANNUAL WORK UNITS8

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

Who is included in the headcount?

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

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

How is the headcount calculated?

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

⁷ Seventh Council Directive 83/349/EEC of 13 June 1983, based on Article 54(3)(g) of the Treaty and concerning consolidated accounts (OJ L 193, 18/7/1983, p. 1), as last amended by Directive 2001/65/EC of the European Parliament and of the Council (OJ L 283, 27/10/01, p. 28).

⁸ Definition, Article 5.



PO DIGICIRC

Annex 5: SME Declaration

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

The duration of maternity or parental leaves is not counted.





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

Annexes to be enclosed if necessary

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

Calculation for the partner or linked type of enterprise (see explanatory note)

Reference period ⁹ :			
	Headcount (AWU)	Annual turnover (*)	Balance sheet total (*)
1. Data ¹⁰ of the applicant enterprise or consolidated accounts (copy data from box B(1) in annex B ¹¹ .			
2. Proportionally aggregated dataError! Bookmark not defined.9 of all partner enterprises (if any) (copy data from box A in annex A)			
3. Added up data Errorl Bookmark not defined.9 of all linked enterprises (if any) – if not included by consolidation in line 1 (copy data from box B(2) in annex B)			
Total			
(*) EUR 1 000.			

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

¹¹ The data of the enterprise, including the headcount, are determined on the basis of the accounts and other data of the enterprise or, where they exist, the consolidated accounts of the enterprise, or the consolidated accounts in which the enterprise is included through consolidation.





⁹ Definition, Article 6 paragraphs 2 and 3

¹⁰ All data must be relating to the last approved accounting period and calculated on an annual basis. In the case of newly-established enterprises whose accounts have not yet been approved, the data to apply shall be derived from a reliable estimate made in the course of the financial year (Definition, Article 4).

ANNEX A

Partner enterprises

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

BOX A

Partner enterprise (name / identification)	Headcount (AWU)	Annual turnover (*)	Balance sheet total (*)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
Total			
(*) EUR 1 000.			

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

Reminder:

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

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





Annex 5: SME Declaration

PARTNERSHIP SHEET

1. Precise identification of the	applicant enterprise		
Name or Business name:			
Address (of registered office): _			
Registration/VAT number ¹² :			
Names and titles of the princip	al director(s) ¹³ :		
2. Raw data regarding that par	tner enterprise		
Reference period			
<u> </u>	Headcount (AWU)	Annual turnover (*)	Balance sheet total (*)
Raw data			
(*) EUR 1 000.			
enterprise ¹⁴ . If necessary, add and a second seco		·	- Company of the Comp
a) Precisely indicate the holdin the relation to the partner ento	= '		- ·
Also indicate the holding of the declaration (or in the linked en		hich this sheet relates in th	e enterprise drawing up the
b) The higher of these two hol results of this proportional cald	= :		ered in the previous box. The

¹⁵ In terms of the share of the capital or voting rights, whichever is higher. To this holding should be added the holding of each linked enterprise in the same enterprise (Definition, Article 3 paragraph 2 first sub-paragraph).





 $^{^{12}}$ To be determined by the Member State according to its needs

 $^{^{\}rm 13}$ Chairman (CEO), Director-General or equivalent.

 $^{^{\}rm 14}$ Definition, Article 6 paragraph 3, first sub-paragraph

Annex 5: SME Declaration

'Partnership box'

Percentage:	Headcount (AWU)	Annual turnover (*)	Balance sheet total (*)
Proportional results			
(*) EUR 1 000.	•		

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





ANNEX B

Linked enterprises

DETERMINE THE CASE APPLICABLE TO THE APPLICANT ENTERPRISE:

\square Case 1: The applicant enterprise draws up consolidated accounts or is included by consolidation in the consolidated accounts of another enterprise. (Box B(1))
Case 2: The applicant enterprise or one or more of the linked enterprises do not establish consolidated accounts or are not included in the consolidated accounts. (Box B(2)).

Please note: The data of the enterprises, which are linked to the applicant enterprise, are derived from their accounts and their other data, consolidated if they exist. To them are aggregated proportionally the data of any possible partner enterprise of that linked enterprise, situated immediately upstream or downstream from it, unless it has already been included through consolidation¹⁶.

CALCULATION METHODS FOR EACH CASE:

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

Box B(1)

	Headcount (*)	Annual turnover (**)	Balance sheet total (**)
Total			

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

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

Identification of the enterprises included through consolidation			
Linked enterprise (name / identification)	Address (of registered office)	Registration / VAT number (*)	Names and titles of the principal director(s) (**)
1.			
2.			
3.			
4.			
5.			
6.			

 $^{^{16}}$ Definition, Article 6 paragraph 3, second sub-paragraph





^(**) EUR 1 000.

Annex 5: SME Declaration

7.		
Total		

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

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

Box B(2)

Enterprise No.:	Headcount (AWU)	Annual turnover (**)	Balance sheet total (**)
1. (*)			
2. (*)			
3. (*)			
Total			

^(*) attach one "linkage sheet" per enterprise

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





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

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

^(**) EUR 1 000.

LINKAGE SHEET

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

1. Precise identification of the app	olicant enterprise		
Name or Business name:			
Address (of registered office):			
Registration/VAT number ¹⁷ :			
Names and titles of the principal o	director(s) ¹⁸ :		
2. Data on enterprise			
Reference period			
	Headcount (AWU)	Annual turnover (*)	Balance sheet total (*)
Total			
(*) EUR 1 000.		•	

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

Important: The data of the enterprises, which are linked to the applicant enterprise, are derived from their accounts and their other data, consolidated if they exist. To them are aggregated proportionally the data of any possible partner enterprise of that linked enterprise, situated immediately upstream or downstream from it, unless it has already been included through consolidation¹⁹.

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

¹⁹ If the data of an enterprise are included in the consolidated accounts to a lesser proportion than the one determined under Article 6 paragraph 2, the percentage rate according to that article should be applied (Definition, Article 6 paragraph 3, second sub-paragraph).





¹⁷ To be determined by the Member State according to its needs

¹⁸ Chairman (CEO), Director-General or equivalent.



End of Document





Annex 6: Consortium Declaration of Honour

October/2020



Annex 6: Consortium Declaration of Honour

Consortium Declaration of Honour

Title of the Proposal:				
BETWEEN				
	[Company	name]	established	in
, [Official SME address], SME				
the purposes of signing and submitting the proposal and the Conse [Name of legal representative].	ortium Declarati	on of Honour	by	
AND				
			established	in
, [Official SME address], SME				
the purposes of signing and submitting the proposal and the Conse [Name of legal representative].	ortium Declarati	on of Honour	by	
IT IS HEREBY AGREED THAT				
All provided information is true and legally binding.				
The Consortium SMEs have agreed on their roles and budget sha	res.			
The [Company name] is acting on behalf the following partner(s)	as the Consortiu	ım leader.		
 Partner 2: [COMPANY_NAME], a SME organized [LEGAL_ADDRESS], with VAT number [VAT_NUMBER] [LEGAL_REPRESENTATIVE_POSITION], 				
The budget will be transferred to the Consortium SMEs separated Parties (FSTP) distribution in the best way possible, and to allow the per SME is not exceed in case of audit.				
DigiCirc Consortium bears no responsibility in case a Consortium Consortium Declaration.	m SMEs violate	s the mutual	agreement set in	this

DigiCirc Consortium bears no responsibility in case of dispute among consortium partners regarding IP rights.

By signing this declaration, all Consortium SMEs declare that they are not members of any other competitive Consortium in DigiCirc Circular Cities Accelerator Programme phase 1/phase2. In case, an applicant participates in more than one Consortia, both Consortia will be excluded.

By submitting this document, the Consortium accepts all the rules explained in DigiCirc Guidelines for Applicants.

² 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.





 $^{^1}$ 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.

Annex 6: Consortium Declaration of Honour

1. Consortium leader

Company name	
Full address	
Country	
Legal representative	
Estimated budget share	_Phase 1: (max. 5.000€) Phase 2: (max. 15.000€) Phase 3: (max. 60.000€) TOTAL: (max. 60K€)
Bank int	formation
Bank Name	
Branch Address	
Postcode	
Town/City	
Country	
IBAN number / Account number	
SWIFT code	
Legal representative signature and stamp (stamp if applicable)	

2. Consortium partner No 2

Company name	
Full address	
Legal representative	
Estimated budget share	_Phase 1: (max. 5.000€) Phase 2: (max. 15.000€)





Annex 6: Consortium Declaration of Honour

	Phase 3: (max. 60.000€) TOTAL: (max. 60K€)
Legal representative signature and stamp (stamp if applicable)	







End of Document





AGREEMENT NUMBER: DIGICIRC_OC1_2020/

(INSERT THE NUMBER OF YOUR POSITION IN THE RANK LIST FROM YOUR EVALUATION SUMMARY REPORT)



Table of Contents

Contracting Parties	2
General Provisions	2
Article 1 - Entry into force & Termination of the contract	3
Entry of Force	3
Contract Termination	3
Article 2 - Obligations and Responsibilities of the Beneficiaries	4
Article 3 – Breach of Contract	5
Article 4 - Financial contribution and financial provisions	5
Maximum financial contribution	5
Distribution of the financial contribution	5
Article 5 - Liability	7
Liability of the Beneficiary	7
Exclusion of Liability	8
Article 6 - Confidentiality	8
Obligation of Confidentiality	8
Exceptions to Obligation of Confidentiality	9
Authorised disclosure(s)	9
Article 7 - Force Majeure	10
Article 8 – Information and Communication	10
Article 9 – Data Protection	11
Data Protection obligations	11
Article 10 – Financial audits and controls	12
Article 11 – Miscellaneous	13
Article 12 – Applicable Law	13
Article 13 – Settlement of disputes	14





Contracting Parties

CAP DIGITAL (CAP), established in 14 rue Alexandre Parodi, Paris 75010, France, VAT number: FR 40479749291, represented for the purposes of signing the Agreement by CEO, Carlos Cunha, legal representative of CAP DIGITAL.

Hereinafter referred as the "Contractor"

Of the one part,

and

[COMPANY_NAME], a SME organized under the laws of [COUNTRY], established in [LEGAL_ADDRESS], with VAT number [VAT_NUMBER], duly represented by [LEGAL_REPRESENTATIVE], [LEGAL_REPRESENTATIVE_POSITION],

Hereinafter referred as the "Beneficiary"

The "Beneficiary" is acting on behalf the following partner(s) as the Consortium leader:

- Partner 1: [COMPANY_NAME], a SME organized under the laws of [COUNTRY], established in [LEGAL_ADDRESS], with VAT number [VAT_NUMBER], duly represented by [LEGAL_REPRESENTATIVE], [LEGAL_REPRESENTATIVE POSITION],
- Partner 2: [COMPANY_NAME], a SME organized under the laws of [COUNTRY], established in [LEGAL_ADDRESS], with VAT number [VAT_NUMBER], duly represented by [LEGAL_REPRESENTATIVE], [LEGAL_REPRESENTATIVE POSITION],

It will be the responsibility of the Beneficiary to establish its own agreement with the other partner(s).

Hereinafter collectively referred as the "Contracting Parties"

HAVE AGREED to the following terms and conditions including those in the following Annexes, which form an integral part of this DigiCirc Circular Cities Accelerator Programme Agreement (hereinafter referred as the "Contract"):

General Provisions

The European Commission (hereinafter referred as the "EC") and the Contractor, on behalf of the DigiCirc consortium, have signed the Grant Agreement No 873468 for the implementation of the project "European cluster-led accelerator for digitisation of the circular economy across key emerging sectors" (Acronym: DigiCirc) within the framework of the Programme H2020-INNOSUP-2018-2020 / H2020-INNOSUP-2019-01-two-stage.

The DigiCirc project is performed by the Contractor in collaboration with the other DigiCirc consortium partners. The DigiCirc consortium partners have among themselves entered into a written agreement detailing their respective rights and obligations towards each other for carrying out the DigiCirc project and exploiting the results thereof ("the Consortium Agreement" or "CA").

The purpose of the DigiCirc project is to create and coordinate the DigiCirc innovation ecosystem bringing together a wide range of stakeholders (local/ regional authorities, big industry actors, SMEs, RTOs, civil society, etc.). 3 strategic high-growth domains will be in scope: Circular Cities, Bioeconomy, Blue Economy. This Ecosystem will lay the foundation for a holistic, dynamic and cross-border/sector open space for innovation, implemented through 3 acceleration programmes (one in each target domain).





Thus, DigiCirc will select at least 45 consortia of SMEs through open calls (one call per domain), that will receive financial support to integrate one of the 3 acceleration programmes. The Beneficiary has been selected for receiving Financial Support as a Third Party, under DigiCirc open call for circular cities, **published on November 1**st, **2020**, based on its Application Form (as given in *Annex 3*) and Circular Cities Proposal Template (as given in *Annex 3.1*).

This Contract aims at defining the rights and obligations of the Contracting Parties with respect to the consortium beneficiaries participating in the DigiCirc circular cities accelerator programme.

The Financial support to be received by the Beneficiary is property of the EC. The Contractor is the manager of the funds.

Article 1 - Entry into force & Termination of the contract Entry of Force

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

The Contractor shall sign this contract, only after all the following documents have been received from the beneficiaries SMEs representing the Consortium:

- The original signed Declaration of Honour (as given in *Annex 4* of this Contract);
- SME Declaration form (as given in *Annex 5* of this Contract);
- Consortium Declaration of Honour (as given in *Annex 6* of this Contract);
- Copy of ID-card or Passport of legal representative(s) of the SME;
- Copy of the original Extract of SME registration;
- Proof of VAT registration;
- Bank Account Information form (as given in Annex 8 of this Contract).

All documents shall be sent to the Contractor first via email to the following address: melanie.pellen@capdigital.com, while the signed and dated original copies of above mentioned documentation, namely Annexes 4, 5 and 6, will be sent, via regular mail, to the following address:

CAP DIGITAL
Mélanie Pellen
14 rue Alexandre Parodi
75010 Paris
France

The Beneficiary is solely responsible for the accuracy of all data provided to the Contractor.

The contact details of the Beneficiary for notices under this Contract is: [name of contact person, address, e-mail etc.]

Contract Termination

This Contract covers the two phases of DigiCirc acceleration programme, namely Phase 1, Phase 2.

If the rereferred beneficiary Consortium is one of the winners of the DemoDay, the DigiCirc Consortium will sign a new subgrant agreement for the grant with the winning Consortium, including a legal representative form with the Consortium leader. At the end of each of the aforementioned phases an evaluation of the Consortium Beneficiary projects' progress will take place as described in *Annex 2 "Guidelines for Applicants"*.





In case the Beneficiary is not selected to enter the next phase, this Contract is automatically terminated, and the Beneficiary fully accepts that no additional payments due to said next phases will be made by the Contractor.

This Contract also terminates in the event of unjustified withdrawal by the Beneficiary of the current fulfilment of its Contract obligations. "Unjustified withdrawal" covers any situation beyond "Force Majeure" qualification which determines the absence of performance of the beneficiary's contractual obligations. In this particular case, it entitles the Contractor the right to claim the full refund of all payments made up to date to both beneficiaries SMEs.

Article 2 - Obligations and Responsibilities of the Beneficiaries

The obligations and responsibilities of the beneficiaries are to contribute to the successful implementation of their proposal; and to participate in the physical training events of the programme. These events are compulsory to attend in person. Please note that one person can attend the physical event on behalf of the entire consortium. However, DigiCirc consortium advices all consortium beneficiaries to attend. The same will be considered in case of an online event, should the Covid-19 situation oblige.

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

In all physical events, the beneficiary SMEs needs to behave in an appropriate manner, this means that the beneficiary SMEs will comply with the house rules in case of an onsite meeting and in general to the meeting rules.

The consortium beneficiaries shall submit the following to the Contractor:

Within 15 days following the end of phase 1 (May 2021)

- a 1st progress report containing:
 - o an overview of the activities undertaken (incl. physical event, courses; milestones achieved);
 - o a financial report on the use of the grant;
 - o a plan on the use of the grant from phase 2;
- a business plan (including the product/market fit and the revenue model);
- a solution validated with a first proof of concept.

Within 15 days following the end of phase 2 (June 2021)

- a 2nd progress report containing:
 - o an overview of the activities undertaken (incl. a description of the improvement of the business idea, acquisition of new competences and skills in the team, improvement of the sustainability aspects of the project; realization of an MVP, PoC or in-field studies (e.g. marketing market tests, etc.); achievement of the milestones suggested during the application phase;
 - o a financial report based on use of the grant;
- a go-to-market strategy with an updated business plan including a commercial launch strategy;
- a prototype/MVP validated in a simulated environment.

The Beneficiaries SMEs must use the templates that will be provided by the Contractor.

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





Furthermore, the Beneficiary shall have provided true and accurate documentation and declarations as set forth in Article 1 – Entry of Force.

More detailed information can be found in the document *Annex 2: Guidelines for Applicants*, which the Beneficiaries SMEs shall apply with.

Article 3 – Breach of Contract

In the event of breach of the contractual obligation's representations or warranties by the Beneficiary under this Contract, the Contractor, in coordination with the DigiCirc Consortium, reserves the right to terminate the Contract by written notice with immediate effect, even if such non-fulfilment is due to Force Majeure.

In the event of the breach of the contractual obligations by the Beneficiary, the Contractor reserves the right of not fulfilling the respective payment to the Beneficiary and consortium partners. The Contractor also reserves the right to claim a refund of any already paid funds.

Article 4 - Financial contribution and financial provisions

Maximum financial contribution

The maximum financial contribution will be 120,000€ per consortia.

The cumulative grant across the entire accelerator must respect the **limit of max. 60,000€ per SME**, as stipulated in Annex K of the H2020 work programme. For example, an SME receiving 5,000€ in phase 1, 15,000€ (maximum allowed) in phase 2 will only be eligible for 40,000€ of the consortium budget from the final grant.

Distribution of the financial contribution

The financial contribution to be granted to the consortium shall be calculated in accordance with the provisions of the *Annex 2: Guidelines for Applicants*. The financial contribution will be distributed to each consortium beneficiary by the Contractor according to the budget provided by the consortium beneficiaries (in the *Annex 6: Consortium Declaration of Honour*). During the contractual procedure, each consortium beneficiary will be asked to indicate the respective bank accounts to which the payments will be made (as given in *Annex 8: Bank Account Information Template*).

Table 1: DigiCirc funding scheme schedule

Phase I ¹		Phase II ²	
April 2021*	May 2021*	May-June 2021 *	June 2021*
70% of the sum is given upon the participation to the 1st physical event.	30 % of the sum is given upon the successful completion of KPI (see 6.3.1 of the annex 2).	30% of the sum is given to the consortia, upon the participation of the 2 nd physical event.	70% of the sum upon the successful completion of KPI (see 6.3.2 of the annex 2).

^{*}These are provisional dates.

² If the physical events are organized remotely only 10K€ will be distributed in Phase 2.





¹ If the physical events are organized remotely, no grant will be distributed in Phase 1.

[OPTION 1]

In phase 1, each consortium will receive a 5.000€ lump sum which will be considered for their exclusive use, for travel and accommodation. This will cover costs of attending phase 1 accelerator event (3 days), which is mandatory. Since cross border collaboration is encouraged, this will also cover costs for attending internal meetings between the consortium beneficiaries.

The payment corresponding to **70%** in Phase 1 will be made upon the participation in the 1st physical training event.

The remaining **30%** will the made according to the successful achievement of KPIs (see *Annex 2*, section 6.3.1), including a 1st progress report (see art. 2 above), in which the consortium beneficiaries' confirm their respective attendance to the physical training event held, their participation to the virtual activities (both virtual and hybrid courses) and the delivery a business plan (including the product/market fit and the revenue model) and a solution validated with a first proof of concept.

[OPTION 2]³

In **phase 1**, no fund will be granted as the event will be organized remotely.

[OPTION 1]

In phase 2, each consortium will be awarded a total 15.000€ lump sum.

The grant will be the purposed for:

- 1. Travel and accommodation (up to 5000€ of the total 15.000€) for:
 - participation at the second physical training event;
 - Participating at the DemoDay;
 - physical meetings between consortium beneficiaries;
 - experiments activities;
- 2. Other costs justified for the needs of the innovation project (up to 10.000€ of the total 15.000€):
 - purchasing data, software, hardware;
 - set-up small proof-of-concept experiments (equipment, expendables);
 - consulting services (not provided by DigiCirc project partners and not available in the accelerator),
 - Etc.

30% of the grant will be distributed upon the participation in the 2nd physical training event.

The remaining 70% will be made at the end of phase 2 upon the achievements of the KPIs for this phase (see *Annex 2*, section 6.3.2) including a 2nd progress report (see art. 2 above) and the delivery a go-to-market strategy with an updated business plan including a commercial launch strategy and a prototype/MVP validated in a simulated environment.

[OPTION 2]⁴

⁴ If the physical events are organised remotely due to the Covid-19 situation.





³ If the physical events are organised remotely due to the Covid-19 situation.

In phase 2, each consortium will be awarded a total 10.000€ lump sum.

The grant will be the purposed for other costs justified for the needs of the innovation project:

- purchasing data, software, hardware;
- set-up small proof-of-concept experiments (equipment, expendables);
- consulting services (not provided by DigiCirc project partners and not available in the accelerator),
- Etc.

30% of the grant will be distributed upon the participation in the 2nd remote training event.

The remaining 70% will be made at the end of phase 2 upon the achievements of the KPIs for this phase (see Annex 2, section 6.3.2) including a 2nd progress report (see art. 2 above) and the delivery a go-to-market strategy with an updated business plan including a commercial launch strategy and a prototype/MVP validated in a simulated environment.

Payments to the consortium beneficiaries will be made by the Contractor. In particular:

- The Contractor reserves the right to withhold the payments in case the consortium beneficiaries does not fulfil with its obligations and tasks as per this Contract and *Annex 2 Guidelines for Applicants*;
- The Contractor is entitled to recover any payments already paid to a defaulting consortium beneficiaries;
- Banking and transaction costs charged by any of the banks related to the handling of any financial resources made available to the consortium beneficiaries by the Contractor shall be covered by the holder of the bank account which originated the cost. This means that the Contractor bears the cost of transfers charged by its bank and the consortium beneficiaries bears the cost of transfers charged by its bank.

All payments will be made in Euros.

Payments will be released no later than thirty (30) natural days after the notification by the Contractor.

Article 5 - Liability

Liability of the Beneficiary

The Beneficiary SME shall fully and exclusively bear the risks in connection with the fulfilment of its tasks and obligations under this Contract.

Except in case of force majeure (Article 7), the Beneficiary must compensate the Contractor for any damage they sustain as a result of the implementation the obligations of the Beneficiary under this Contract or because the tasks and obligations of the Beneficiary were not implemented in full compliance with this Contract.

Accordingly, neither the Contractor nor the EC can be held liable for any damage caused to the Beneficiary SME or to third parties as a consequence of implementing this Contract, including for consequences of gross negligence. At the same time, neither the Contractor nor the EC can be held liable for any damage caused by the Beneficiary or third parties, as a consequence of implementing this Contract.

The Beneficiary shall bear sole responsibility for ensuring that its acts within the framework of this Contract do not infringe third parties' rights. There is no joint liability between the Contracting Parties. For this purpose, the Beneficiary SME shall indemnify and hold the Contractor, DigiCirc partners and the EC inoffensive from and against all repayments, loss, liability, costs, charges, claims or damages which the Contractor or the EC as a result thereof would incur or suffer or have to pay to the EC or any third parties.





In addition, should the EC have a right of recovery against the Contractor regarding any or all of the financial support granted under this Contract, the Beneficiary and consortium partners shall repay the sums in question in the terms and on the date specified by the Contractor.

Exclusion of Liability

To the extent permissible under applicable law, in no event shall the Contractor or other DigiCirc consortium partners be liable to the Beneficiary for loss or damage caused by the Contractor or the DigiCirc consortium partners, their employees, agents and subcontractors in connection with this Contract for any of the following, however caused or arising, on any theory of liability, and even if the Contractor and/or any other DigiCirc consortium partner were informed or aware of the possibility thereof:

- loss of profits, revenue, income, 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 type of indirect, incidental, punitive, special, or consequential loss or damage.

In respect of any information or materials made available to the consortium beneficiaries under this Contract no warranty or representation of any kind is made, given or implied as to the sufficiency, error-free performance, or fitness for purpose, nor as to the absence of any infringement of any proprietary rights of third parties. Therefore, in particular but without limiting the foregoing:

- the consortium beneficiaries shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and the consequences of such use, and
- neither the Contractor, the EC nor the other DigiCirc consortium partners shall be liable towards the consortium beneficiaries in case of infringement of proprietary rights of a third party resulting from the Beneficiary use of the information and material.

The exclusions and limitations stated in this Article 5 – Exclusion of Liability, and any other clause of this Contract that has as its object or effect the exclusion or limitation of liability, shall not apply in respect of any: fraud; death, injury to natural persons or damage to real or immovable property caused by the negligence or willful act, willful misconduct, willful breach; or otherwise in so far as mandatory applicable law overrides such exclusions and limitations.

Article 6 - Confidentiality

Obligation of Confidentiality

All information in whatever form or mode of communication, which is disclosed by a Contracting Party (the "Disclosing Party") to the other Contracting Party (the "Recipient") in connection with the implementation of the DigiCirc Circular Cities Accelerator Programme 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". However, the information as included by the Beneficiary in the Application Form (*Annex 3*) shall not be deemed Confidential Information.

The Recipient hereby undertake in addition and without prejudice to any commitment on non-disclosure towards the EC, for a period of 4 years after the end of the Contract:





- 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 demand all Confidential Information that has been disclosed to the Recipient including all copies thereof and to delete all information stored in a machine-readable form to the extent practically possible. The Recipient 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.

The Recipient shall be responsible for fulfilling the above obligations on the part of their employees or third parties involved in the implementation of DigiCirc Circular Cities Accelerator Programme and shall ensure that they remain so obliged, as far as legally possible, during and after the end hereof and/or after the termination of the contractual relationship with the employee or third party.

The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

Each Party shall promptly advise the other Party in writing of any unauthorized disclosure, misappropriation, or misuse of Confidential Information after it becomes aware of such unauthorized disclosure, misappropriation, or misuse.

Exceptions to Obligation of Confidentiality

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
- Disclosure of the Confidential Information is in compliance with mandatory applicable laws or regulations or with a court or administrative order.

Authorised disclosure(s)

If any 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 under the laws and legislation applicable to said Party, 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.

The Contractor's disclosure of Confidential Information to the EC and/or the other DigiCirc consortium partner shall be governed exclusively by the terms of the Grant Agreement and/or the Consortium Agreement. Accordingly, nothing in this Contract shall prevent the Contractor from complying with its obligations, including its reporting obligations, towards the EC and the other DigiCirc consortium partners, and any such disclosures shall be subject to the terms of the Grant Agreement or Consortium Agreement.

Likewise, the Contracting Parties agrees and acknowledges that the EC shall be entitled to disclose Confidential Information to its staff, other EU institutions and bodies or third parties, if:

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

Article 7 - Force Majeure

"Force Majeure" shall mean, any unforeseeable exceptional situation or event beyond the Contracting Parties control, which prevents either of them from fulfilling any of their obligations under the Agreement, which was not attributable to error or negligence on their part and which proves to be inevitable in spite of the exercising all due diligence.

Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of Force Majeure, as well as labour disputes, strikes or financial difficulties cannot be invoked as Force Majeure.

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

No Contracting Party shall be considered in breach of its obligations and tasks if such breach is caused by Force Majeure. A Contracting Party will notify the other Contracting Party of any Force Majeure without delay, stating the nature, likely duration, and foreseeable effects. In case the Beneficiary is not able to overcome the consequences of Force Majeure within 10 (ten) days after such notification, the Coordinator will decide accordingly including the termination of the Contract.

Article 8 - Information and Communication

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

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

- the name of the Beneficiary,
- contact address of the Beneficiary,
- the general purpose of the project,
- the amount of the financial contribution of the EC.





The Beneficiary shall ensure that all necessary authorizations for such publication have been obtained and that the publication of the information by the Contractor, DigiCirc Consortium or EC does not infringe any rights of third parties.

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

- a) display the EU emblem,
- b) display the DigiCirc logo and,
- c) include the following text:

For communication activities: "The mentioned Consortia has indirectly received funding from the European Union's Horizon 2020 research and innovation action programme, via an Open Call for Circular Cities issued and executed under project DigiCirc (grant agreement No 873468)".

When displayed in association with a logo, the EU emblem should be given appropriate prominence. This obligation to use the European emblem in respect of projects to which the EC contributes implies no right of exclusive use. It is subject to general third-party use restrictions which do not permit the appropriation of the emblem, or of any similar trademark or logo, whether by registration or by any other means. Under these conditions, the Beneficiary is exempted from the obligation to obtain prior permission from the EC to use the emblem. Further detailed information on the EU emblem can be found on the Europa web page⁵.

Additional details are provided in: The use of the EU emblem in the context of EU programmes: Guidelines for Applicants and other third parties⁶.

Upon a duly substantiated request by the Contractor on behalf of the Beneficiary, the EC may agree to forego such publicity if disclosure of the information indicated above would risk compromising the beneficiary's security, academic or commercial interests.

Article 9 – Data Protection

Data Protection obligations

The Contracting Parties have the obligation to abide by the Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, regardless of the location of their organisation or activities undertaken with regards to this contract in the EU or outside of it, including in H2020 associated countries.

The processing of personal data shall be carried out lawfully, fairly and in a transparent manner, collected for specific purposes and adequate, relevant, and limited to what is necessary in relation to the purposes for which it is processed. Any personal data under the Agreement will be processed by the Agency or the Commission under Regulation No 45/200128 and according to the 'notifications of the processing operations' to the Data Protection Officer (DPO) of the Agency or the Commission (publicly accessible in the DPO register).

⁶ https://ec.europa.eu/info/sites/info/files/use-emblem_en.pdf



PO DIGICIRC

⁵ https://europa.eu/european-union/about-eu/symbols/flag_en

Such data will be processed by the 'data controller' of the Agency or the Commission for the purposes of implementing, managing and monitoring the Agreement or protecting the financial interests of the EU or Euratom (including checks, reviews, audits and investigations).

If the Beneficiary acts as data processor in respect of any personal data included and/or processed through the applied Technology, the data controlling Beneficiary undertakes to bind any and all of their data processors, including if necessary the Contractor and/or any other DigiCirc consortium partner, to a data processing agreement in compliance with the applicable statutory data protection laws.

The Beneficiary acknowledges that the Contractor and any other DigiCirc consortium partners, if appointed as data processors, are not responsible for compliance with any data protection or privacy law applicable to the Beneficiary and not directly, explicitly and specifically applicable to data processors.

Article 10 – Financial audits and controls

The consortium beneficiaries, recipients of the financial support, accepts that the Commission, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can exercise their powers of control on documents, information, even stored on electronic media, or on the final recipient's premises, according to Article 22 of the DigiCirc Grant Agreement no. 873468 (as given in Annex 4: Model for the Financial statements, of the GA).

The EC may, at any time during the implementation of the DigiCirc project, arrange for financial audits to be carried out, by external auditors, or by the EC services themselves including the European Anti-Fraud Office (OLAF) on the consortium beneficiaries.

The audit procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the EC. Such audits may cover financial, systemic, and other aspects (such as accounting and management principles) relating to the proper execution of the Grant Agreement. They shall be carried out on a confidential basis.

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

The consortium beneficiaries shall keep the originals or, in exceptional cases, duly authenticated copies – including electronic copies - of all documents relating to the Contract up to five years after the payment of the balance of DigiCirc project. These shall be made available to the EC where requested during any audit under the Grant Agreement no. 873468.

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

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





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

The European Court of Auditors (ECA) shall have the same rights as the EC, notably right of access, for the purpose of checks and audits, without prejudice to its own rules. In addition, the EC may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the EC in order to protect the European Communities' financial interests against fraud and other irregularities.

Article 11 - Miscellaneous

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

The Beneficiary SME shall not be entitled to act or to make legally binding declarations on behalf of the Contractor or any other DigiCirc consortium partner, and nothing in this Contract shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Contracting Parties or between the Beneficiary and any DigiCirc consortium partner.

No rights or obligations of the Beneficiary arising from this Contract may be assigned or transferred, in whole or in part, and no obligations of the Beneficiary may be sub-contracted, without the Contractor's prior formal written approval; and such approval shall not exempt the Beneficiary from any of its obligations hereunder. The Consortium member shall ensure that any permitted sub-contractor is bound by the same obligations as provided hereunder.

Although (with the exception of the Contractor) the DigiCirc consortium partners and their affiliated entities are not Contracting Parties to this Contract, they are intended by the Contracting Parties to be third party beneficiaries under this Contract and accordingly shall be entitled to enforce the terms of this Contract against the Beneficiary and in particular (without limitation) shall be entitled to the benefit of, and to enforce any exclusion of limitation of liability of the DigiCirc consortium partners contained in this Contract and any indemnity in favour of the DigiCirc consortium partners contained in this Contract.

Amendments and modifications to the text of this Agreement require a separate written agreement to be signed between all Parties.

Although this Contract refers to the provisions of the CA and GA, the Beneficiary is not a party to the CA or GA but only bound towards the Contractor by the CA and GA provisions as referred or reproduced in this Contract.

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

Article 12 – Applicable Law

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





Article 13 – Settlement of disputes

If the Contracting Parties are unable to resolve a dispute amicably, such dispute will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators in Brussels.

Each of the Contracting Parties to the dispute shall appoint one (1) arbitrator and the three (3) arbitrators so appointed shall elect the presiding arbitrator. Should a Party to the dispute which should appoint an arbitrator fails to do so within fourteen (14) days of the delivery of the written notice to do so from the other Party to the dispute or should the appointed arbitrators fail to reach agreement on the presiding arbitrator within fourteen (14) days after their appointment, such arbitrator shall be appointed in accordance with the Rules upon request of any of the Parties to the dispute.

The seat of arbitration shall be Brussels.

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

A duly rendered arbitration award shall be final and binding on the Contracting Parties to the dispute. Each Contracting Party to the arbitration conducted in accordance with this section hereof shall bear its own expenses incurred in connection with such arbitration, including fees of its legal counsels. All other costs and expenses shall be apportioned between the Contracting Parties to the arbitration in accordance with the decision of the arbitrators.

Nothing in this Contract shall limit the Contracting Parties right to seek injunctive relief or to enforce an arbitration award in any applicable competent court of law.

AS WITNESS:

The Contracting Parties have caused this Contract to be duly signed by the undersigned authorized representatives in three (2) copies:

For [Entity] (the Beneficiary)	For CAP DIGITAL (the Contractor)
Mr/Ms [NAME SURNAME]	Mr CUNHA Carlos
[POSITION_IN_COMPANY] if applicable	CEO if applicable
Signature	Signature
Done at on DD/MM/YEAR	Done at on DD/MM/YEAR
Done at on DD/MM/YEAR	Done at on DD/MM/YEAR







End of Document





Annex 8: Bank Account Information

October/2020



Annex 8: Bank Account Information

Bank Account Information Form

ACCOUNT HOLDER INFORMATION

Account Name Holder The name or title under which the account has been opened and NOT the name of the authorized agent	
Holder's Address	
Street & Number	
Postcode	
Town/City	
Country	
Contact Person	
It does not need to be an authorised agent.	
Phone	

BANK ACCOUNT INFORMATION

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

BANK STAMP + SIGNATURE OF BANK	DATE + SIGNATURE OF ACCOUNT HOLDER
REPRESENTATIVE	(OBLIGATORY)
The bank stamp + signature of bank representative can be substituted by	
the attachment of a recent bank statement (less than 2 months).	







End of Document





Annex 9: Competitive Calls Financial Support to Third Parties



TEMPLATE for H2020 Financial Support to Third Parties

To publish a call on the Participant Portal (PP), the Project Officer must send to the PP team at least the following information:

	Information to be provided by the project consortium
Call title:	DigiCirc 1 st open call on Circular Cities
Full name of the EU funded	European cluster-led accelerator for digitisation of the circular
project:	economy across key emerging sectors
Project acronym:	DigiCirc
Grant agreement number:	873468
Call publication date:	1 st November 2020
Call deadline:	14 th January 2021, at 17:00h CET (Brussels Time)
Expected duration of	Accelerator Programme:
participation:	- Phase 1: April - May 2021
	- Phase 2: May – June 2021
	- DemoDay: July 2021
	Final grant: August 2021 – January 2022
Total EU funding available:	€800К
Submission & evaluation	Application will be submitted via the F6S platform.
process:	Submissions are available via:
	https://www.f6s.com/digicirccircularcities/apply
	Evaluation process:
	After a 2-step evaluation process (remote evaluation of the
	proposal and interviews) by external evaluators, a minimum of
	15 SME-led consortia will be selected for integrating the circular
	cities accelerator programme.
	At the end of the programme, the 5 best consortia will be
	selected during the DemoDay event, by 3 external experts, and granted for 100.000€ additional funding.
	The maximum amount of funding that each SME may receive is 60.000€.





Annex 9: Competitive Call and Support to Third Parties

Further information:	Details available at: www.digicirc.eu
Task description:	DigiCirc aims to galvanise development of the Circular Economy through digitalisation by leveraging SME innovation potential under cluster leadership.
	The project targets 3 strategic high-growth domains: 1. Circular cities 2. Blue Economy 3. Bioeconomy
	In each domain, the project will implement an intensive accelerator programme to spur SME innovation, foster large scale demonstration, and transfer innovative solutions into new value chains.
	Thus, DigiCirc will organise three sets of open calls (OCs) - addressing the challenges defined by the DigiCirc ecosystem - for identifying cutting-edge solutions from across Europe towards the digitization of Circular Economies (CEs).
	These OCs will select consortia of SMEs/start-ups or entrepreneurs (as legal persons fulfilling H2020 SME definition) that propose a convincing innovative product or service, benefiting from the use of digital tools, with a clear market that will disrupt current linear value chains towards circular ones.
	The selected consortia will get direct funding (up to 60K€ per SME) and integrate one of the thematic accelerators programme.

Additional information may also be required/presented:

Funding scheme/type of action, thematic priority, contract type, project status, project/research costs and funding, eligibility requirements, evaluation criteria, proposal format, project coordinator.







End of Document

