



inDemand: Demand driven co-creation for public entities

SUB-GRANT AGREEMENT MODEL (3rd inDemand Open Call)

for Provision of Financial Resources from inDemand –project to third party.

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This Sub Grant Agreement model for provision of Financial Resources from inDemand to Third party contains the basic information needed with regards to the contract signature. The Sub-Grants Agreement allows the inDemand team to give financial resources to a third party, i.e. the SMEs. The Sub-Grant Agreement must be signed by the SME to receive the grant. The funds received by the Sub-Grantee are owned by the European Commission. The Contractor is merely the holder and manager of the funds.

Date of publication: 8 March 2018

The inDemand project has received funding from the European Union's Horizon 2020 Research and Innovation programme under Grant Agreement N 763735



CONGRATULATIONS

Congratulations & welcome to co-create new Digital Healthcare solutions for a better healthcare future!

For the next months, from 3 September 2018 to 3 April 2019, we will support you in the development of your solution and business planning. This Guide provides you with all basic information and instructions for a successful co-creation process.

We hope you'll enjoy the journey with us!

Kind regards,

The inDemand Team

inDemand BACKGROUND

The European Commission (hereinafter "EC") and TICBioMed, established in Campus Universitario 7, CP 30, 100 Espinardo, Murcia, Spain VAT number: G73669426, acting as a coordinator, have signed the Grant Agreement 763735 for the implementation of the project inDemand, within the framework of the Horizon 2020 research and innovation programme.

Grant Agreement includes the provision for financial resources (Sub-Grants) to third parties, named "Solvers", focused exclusively small and medium enterprises (SMEs).

The Solver's proposal in response to the inDemand Open Call SME Project Proposal issued by inDemand Consortium has received the favourable resolution by the Selection Committee and therefore the Solver is entitled to receive funding for the implementation of the Project called **(insert the project name)** that address the challenge **(insert the name of the challenge)** as specified in Annex 1 and in this Agreement ("Sub-Grant"), according to the terms and conditions set out under this Agreement and under the applicable terms and conditions of the Grant Agreement, including its Annexes herein incorporated by reference.

inDemand is a new model where Healthcare organizations and companies co-create Digital Health solutions, with the economic support of public regional funds in 3 pilot regions: Murcia Region (Spain), Paris Region (France) and Oulu Region (Finland).

inDemand applies at the same time demand-driven and co-creation approaches. inDemand aims to solve the challenges identified by the customer -the Healthcare organizations- and increasing the capacity of health entities to systematically identify and solve their needs while co-creating opportunities for private companies.

More specifically, inDemand aims to support eHealth projects that meet the challenges identified by the healthcare organisations

inDemand main objective is that SMEs will develop digital solutions with higher success rate -in terms of their application in practice/market uptake- because they have been developed side by side with the client. To this end, inDemand is specifically launching 6 calls, two in each inDemand region.



1. PARTIES

inDemand contracting body

Name of the organization: **Paris Region Entreprises**
 Name of the legal Representative:
 Name of the contact person within the Organization:
 e-mail:
 Mobile phone:
 Country of the Organization:
 Address of the Organization:

hereinafter referred to as the “Funder”

inDemand implementation coordinator body

Name of the organization: **Resah**
 Name of the legal Representative
 Name of the contact person within the Organization:
 e-mail:
 Mobile phone:
 Country of the Organization:
 Address of the Organization:
 VAT No. of the Organization:

hereinafter referred to as the “Challenger”

inDemand implementing body

Name of the organization: **Hôpital Foch**
 Name of the legal Representative:
 Name of the contact person within the Organization:
 e-mail:
 Mobile phone:
 Country of the Organization:
 Address of the Organization:

hereinafter referred to as the “Intrapreneur”

and

Awarded SME

Name of the company:
 Legal Representative of the Company:
 Name of the contact person within the company:
 email:
 mobile phone:
 country of the company:
 Address of the company:
 Identification number of the company:
 Bank name:
 Bank account number:
 IBAN:

hereinafter as the “Solver”



The contracting Parties HAVE AGREED to the following terms and conditions including those in the following annexes, which form an integral part of this Sub-Grant Agreement.

The Parties agree to the following terms and conditions including those in the following annexes, which are integral part of this Sub-Grant Agreement.

Annex I Solution development plan (SME proposal to the inDemand call)

Annex II General Conditions (Text from EC)

Annex III Guide for Applicants

Annex IV Template for reporting

Annex V Co-creation and Business Support Services handbook



2. DURATION OF THE PROJECT

The duration of the Project shall be from 3 September 2018 (hereinafter referred to as the “*Start Date*”) to 3 April 2019 (hereinafter referred to as the “*End Date*”).

3. OBLIGATIONS OF THE inDemand PARTNERS

This Sub-Grant Agreement settles the specific conditions, rights and obligations for the Funder, Challenger/Intrapreneur, the Supporter and the Solver for the implementation of the Project.

- The funds to be received by the Solver under the Project are owned by the EC. The Funder is a holder and manager of the funds.
- Supporter organisation Medicen Paris Region enhance the collaboration between awarded companies and healthcare organisations and provide business support.
- Intrapreneur will discuss functional, organisational and technical information to give an ideal start to co-create Digital Health Solutions of the future. Once the basis are set, the co-creation process will start with the support of professionals.

The Solver will receive valuable insights to the practical healthcare context to ensure demand-driven approach and gain advantage to competitors. During the co-creation, SMEs will interact with the healthcare professionals and, if applicable, with end beneficiaries (e.g. patients and relatives) involved in the design and validation.

- In addition, the Solver will receive practical business support from Supporter organisation Medicen Paris Region. This includes business modelling support based on Lean Start-up/Customer development principles. The Solver is given information regarding relevant private and public funding opportunities to develop a sound funding strategy beyond the inDemand funding. The Solver will also receive continuous first-hand information about the suitable industry-related events, fairs and exhibitions as well as Investment forums. They will also benefit from high level workshops, coaching with mentors, testimonials from more mature companies and training towards fundraising.

4. OBLIGATIONS OF THE SUB-GRANTEE (SOLVER)

The Solver is obligated to implement the project in compliance with the time frame and financial and other conditions stipulated in this Sub-Grant Agreement. The Solver shall immediately inform the Challenger/Funder in written form or any circumstances which may affect the realization of the project or of any changes in contractual conditions. The Challenger/Funder shall decide upon such circumstances and changes.

Contract with the Sub-Grantee will be managed by the Funder. The administrative tasks for the Sub-Grantee, including activity reporting obligations and related documents will be provided during the negotiation and contracting phase.

Successful applicants formally accept the following conditions in case of being awarded as Beneficiary Solvers:

- Beneficiaries accept their responsibility on accuracy and veracity of data and documents submitted for proving the fulfilment of the eligibility criteria when submitting their applications.
- Beneficiaries will provide the documentary evidences proving the co-creation and provision of services.
- Beneficiaries are obliged to store the documents for external audit purposes for 5 years, either on paper or electronic version.
- Beneficiaries are in general bound to art. 35 (Conflict of interest), art. 36 (Confidentiality and Data Protection), art. 38 (Visibility of EC funding) and art. 46 (Liability) of the Annotated Model Grant Agreement - AGA of the H2020 Programme, without prejudice to the provisions set out in this Call and in the Sub-Grant Agreement. With regards to art. 38 (Visibility of EC funding), beneficiaries will make references to public funding from EU, including suitable logos, and EU flag. Beneficiaries will include



references to inDemand project and specifically show that funding is 100% under European Union's Horizon 2020 Research and Innovation Programme - Grant Agreement No. 763735.

- Beneficiaries must ensure that the recipients of the financial support allow the EC, the European Anti-fraud Office (OLAF) and the Court of Auditors to exercise their powers of control, audit and monitoring on documents, information, even stored on electronic media, or on the final recipient's premises, and shall comply with the Regulation for the Protection of the financial interests of the Union.
- Beneficiaries shall implement the Services in compliance with all the conditions and obligations set out in [Regulation \(EU\) 1290/2013](#), the Call and the Sub-Grant Agreement. Beneficiaries shall make no commitments which are incompatible with the Regulation or the Sub-Grant Agreement.
- Beneficiaries shall implement the Services and shall take all necessary and reasonable measures to that end. They shall have the appropriate resources as and when needed for carrying out the Services.

5. PROJECT DELIVERABLES, REPORTING PERIOD AND LANGUAGE OF REPORTS

Annex I: Solution development plan (SME proposal to the inDemand call) must clearly indicate the content and activities of the Project and technical objectives to be reached by the Solver during the Project, as well as the expected achievements from participation in the inDemand co-creation Programme. This information will be used during the reviews, to receive payments.

The first step in the co-creation and business-support activities will be the definition of a framework based on annex I. Solver shares an updated version of its initially proposed work plan.

During the Project the Solver produces and provides the following Project deliverables, using Annex IV (Template for reporting). The reporting period is from 3 September 2018 to the 3 April 2019 (at the latest) and the final report with the cost justification report should be delivered to the Funder one month after the end of this reporting period.

Although the working language will be the French, deliverables listed below shall be in English.

Proof of the performed work: deliverables

The deliverables will include:

1. **Updated version of the initially proposed plan.** This document is discussed and agreed with the Challenger/Intrapreneur and Supporter and will include the following information: team, responsibilities, calendar -including meetings number and planning-, milestones, deliverables, description of the interactions, as well as how the objectives set in the proposal are going to be evaluated (e.g. KPI, impact, etc)
2. An **Intermediate Progress Report** at mid-period where the Solver should clearly present the work achieved so far and the planned work until the end of the process.
3. A **final report** at the end of the process where the Solver should clearly present
 - a. the work achieved,
 - b. highlight of the main feature of the innovative solution
 - c. the innovative findings: changes and improvements from the co-creation activity and the business support activities
 - d. A plan for commercialization and next steps, where the Solver should give a roadmap and strategy for the solution to reach the Market as well as an updated Business Plan.
 - e. impact analysis including KPI and achievements, as well as the results
 - f. the lessons learned and improvement recommendations for the inDemand support.
4. **Cost justification report.**



6. MAXIMUM FINANCIAL CONTRIBUTION

The maximum financial contribution to be granted to the Solver for the implementation of the Project shall not exceed the amount of (insert this amount that cannot exceed 60% of total eligible costs for the project and 30 000 euros).

7. PAYMENT OF FINANCIAL CONTRIBUTION

The amount of the first payment is 30% of the maximum financial contribution as specified above. The first payment shall be paid to the Solver within 30 days after the Sub Grant Agreement had been signed. The payment is to support the start of the work described in Annex I.

The second and final payment will be up to 70 % of the maximum financial contribution. The financial grant shall be paid to the Solver within 30 days after the inDemand consortium has approved the project reports and Deliverables provided by the Solver.

However, the financial grant to be paid will always be subject to:

- The prior written notice to the Solver of the date and amount to be transferred to its bank account, giving the relevant references.
- A favourable resolution by inDemand consortium responsible for assessing the Project.
- Payments to the Solver will be made by the Funder. In particular:
 - The Funder reserves the right to withhold the payments in case the Solver does not fulfil with its obligations and tasks as described in this Sub-Grant Agreement.
 - The Funder reserves the right to decrease the final payments in case of difference between the forecast budget and the final amount certified.
 - Banking and transaction costs related to the handling of any financial resources made available to this Project shall be covered by the Solver.

Sub-Grantee accepts that the Funder, Agency, the Commission, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can exercise their rights under Articles 22 and 23 of the GA NUMBER 691556 (reproduced at the end of this document). This implies that EU services can go to the premises of the third parties for carrying out checks about the compliance of the conditions for the financial support.

8. ELIGIBLE COST OF THE PROJECT

The following costs are eligible for Solvers:

- Direct costs **ONLY** include personnel costs: researchers, technicians and other supporting staff to the extent employed on the Project
- indirect costs which are overheads and other operating expenses, including travel costs, costs of materials, supplies and similar products, incurred directly as a result of the Project (flat rate of 25% of the total eligible personnel costs. These indirect costs don't need to be justified

9. FINANCIAL STATEMENT

All eligible costs shall be declared by using the **Form provided** and sent together with the deliverables to the Funder one month after the End Date. A Financial statement details the actual expenses according to personnel costs.

Costs shall be reported in Euros.



Remuneration statements and time sheets (total number of hour spent by each employee declared on the project) could be required together with the financial form.

10. DEFAULTS

In the event Funder identifies that the Solver has:

- i) breached its obligations under this Agreement;
- ii) stops to carry out the Project and is not able or willing to continue the Project;
- iii) is engaged in a bankruptcy or receivership process,

Funder will give written notice requiring that such breach to be remedied within 14 days.

In the event that the Solver has not brought remedies from the notice, Funder may decide to terminate this Agreement unilaterally.

Moreover, in the event the breach of the contractual obligations has been intentioned or with gross negligence, Funder request the Solver the refund of the payments made to date.

11. INTELLECTUAL PROPERTY RIGHTS & NON-DISCLOSURE AGREEMENT

11.1 Originality of the sub-granted projects

It is required that proposals submitted are based on original works by the applicants and that their foreseen developments are free from third party rights. inDemand consortium is not obliged to verify the authenticity of the ownership of the foreseen products/ services. Any issues delivered from third party claims that arise a result of the sub-granted projects are on the sole responsibility of the applicant.

11.2 Ownership of the sub-granted projects

Each Solver that generates results owns the attached IPRs generated during the co-creation process and will own results that are not IPRs. Each Contractor is responsible for the management and protection of its IPRs and bears the costs associated with this.

The Solvers funded within inDemand project will be the unique owners of the technologies created within the framework of their sub-granted projects. Parts of their works will be requested to be public for inDemand dissemination purposes.

The hospitals participating in the co-creation process will have commercial advantages to acquire the solution at the end of the collaboration.

11.3 Liability

inDemand consortium cannot be held liable for any acts or omission of the applicant in relation to the selected sub-granted project implemented by the Solver. The inDemand consortium shall not be liable for any defaults of any products, processes or services created in the sub-grant project. Including, for instance, anomalies in the functioning or performance thereof.

Solver will indemnify the inDemand consortium, in case of any action, complaint or proceeding brought by a third party against the inDemand consortium as a result of damage caused, either by any of its acts or omissions in relation to sub-granted project, or by any products, processes or services created by it based on foreground resulting from the sub-granted project.

Solvers shall bear sole responsibility for ensuring that their acts within the framework of their sub-granted projects do not infringe third parties right.



12. COMMERCIAL BENEFITS

The Intrapreneur gets several implicit benefits from its participation in the co-creation. One of them is to lead the development or customization of a solution towards their interest or particular use case, guiding the innovation in Health from their own priorities.

On the other hand, with the work done in the co-creation pilot, the feasibility assessment of the solution studied is achieved under real conditions of use, in its real implementation environment. This fact saves to the Intrapreneur the cost of the feasibility study before implementing a new solution in healthcare.

If the pilot achieves sufficient cases, it is possible that the entity Intrapreneur may also conduct an economic impact analysis that assesses the scalability of the solution and the curve of Return of Investment (ROI) in said applied technology.

Given that the company will be the exclusive owner of the Intellectual Property Rights of the final development, the participation of the Intrapreneur in its co-creation will have its compensation to guarantee the sustainability of this model.

- Challenger/Intrapreneur (or inDemand partners) receive right to use the co-created solution without separate compensation for a minimum period of 1 year *(to be discussed in the kick-off meeting)*
- Challenger/Intrapreneur is entitled to receive product and software updates to the co-created solution for a minimum period of 1 year *(to be discussed in the kick-off meeting)*
- Challenger/Intrapreneur will not be invoiced for the user support or maintenance costs for a minimum period of 1 year *(to be discussed in the kick-off meeting)*. After this period, the invoiced maintenance costs will be relative to actual maintenance costs of the solution.
- In case the Solver and the Challenger want to develop the solution further together, the Challenger/Intrapreneur will not be invoiced of the development work during a minimum period of 1 year *(to be discussed in the kick-off meeting)*.
- Challenger/ Intrapreneur will have a significant advantage in the price of its acquisition with respect to other clients that did not participate in its co-creation, including in this price the licenses, maintenance and updates.

13. COMPLIANCE ASPECTS

13.1 Privacy

The approach of the pilot must be previously validated by an Ethics Committee of the Challenger/Intrapreneur. The Committee will pay special attention to the protection of personal data, observing the requirements established by the new European data protection [Regulation \(EU 2016/679\)](#) and each national law. Among others an Impact Analysis document, with identified risks and proposed measures, will be required to the Solver.

In the case of involving patients, the Ethics Committee will focus on the informed consent of the participating patients and whether the children will be involved in the permission of the children who are minors and the framework of participation of their parents.

If deemed necessary, the Solver will be asked to anonymize the data according to mechanisms established by the Challenger/Intrapreneur. At any case, the Solver cannot exploit or make use of the data for different purposes than the ones agreed with the Challenger/Intrapreneur and, after pilot end, all copies of the data have to be transferred back to the Challenger/Intrapreneur or deleted.

13.2 Technical

Routine audit execution capabilities that include, at least, user access records to data and services, task execution records, and component configuration change records.

The anonymized data can be hosted by the solver. If the complexity of the connections were too high or the personal data could be at risk, the data should be hosted in local servers of the Challenger/Intrapreneur. This will be established in a technical session at the beginning of the project.



The solution will notify the Challenger/Intrapreneur systems about certain events and situations. Ideally via 'HL7' messaging, but web services could be an option. Anyway, the solver will provide mechanisms in order to guarantee that the Challenger/Intrapreneur organization can exploit the data.

14. DISSEMINATION OF RESULTS

Beneficiaries shall comply with all the terms and conditions set out in the General Condition Annex (Annex II) to develop the InDemand project (EU-funded through Horizon 2020 programme), related to the following aspects concerned the Services:

- RIGHTS AND OBLIGATIONS RELATED TO RESULTS: Ownership of Results, Protection of Results, Exploitation and dissemination of results, access rights to results, Transfer and licensing of results
- RIGHTS AND OBLIGATIONS RELATED TO BACKGROUND: Access rights principles, Access rights for implementation, Access rights for exploitation

15. INFORMATION AND COMMUNICATION

- Information and communication towards the EC. The Sub-Grantee shall, throughout the duration of the Project, take appropriate measures to engage with the public and the media about the Project and to highlight the financial support of the EC (following the indications of Annex II).
- Information and communication among the Contracting Parties. Any communication or request concerning the Sub-Grant Agreement shall identify the Sub-Grant Agreement number, the nature and details of the request or communication, and be submitted to the Funder
- Any changes of persons or contact details shall be notified immediately to the Contractor. The address list shall be accessible to all concerned.

16. DATA PROTECTION

InDemand partners are committed to protect and respect applicants' privacy in accordance with the Data Protection Directive 95/46/EC. We do hereby inform you that the data you have sent us by way of this electronic form shall be included in the information systems of TICBioMed (InDemand coordinator). Said communication shall be used to deal with your request, as well as to send any information which may be of interest to you about our activity. By indicating your data, and pursuant to the stipulations of article 6 of the L.O.P.D., you are granting your clear consent to TICBioMed, Tecnologías de la Información de la Región de Murcia to process, in compliance with the purposes mentioned in the previous paragraph above, the personal data provided. Notwithstanding, at any time you may exercise your rights of access, rectification, objection and, where applicable, cancellation, at the address: CEEIM, Campus Universitario de Espinardo, 7, Espinardo, 30100 MURCIA or at the e-mail: lopd@ticbiomed.org

17. LIABILITY

Beneficiaries shall retain responsibility for the Services carried out.

Except in case of force majeure, the Beneficiaries must compensate the InDemand consortium for any **damages** it sustains as a result of the implementation of the services or because the action was not implemented in full compliance with the Sub-Grant Agreement.

If the Beneficiary **breaches any condition**, requirement or time term stated in the Sub-Grant Agreement, the Call or other applicable legal requirements, a breach procedure will be started. The Beneficiary will be notified, any claiming from it will be processed and a final decision and its communication issued. These procedures could finally result in losing the awarded grant, including any reimbursement if already paid. The Funder is responsible for issuing these procedures as stated in the Sub-Grant Agreement.



Therefore, in case of any cause resulting in the need of **reimbursement of the grant** received by a Beneficiary, the corresponding Funder will proceed through its habitual procedures under local law. Alternatively, the Funder could execute the Beneficiary's bank guarantee in order to recover the grant paid, if stated in the Sub-Grant Agreement.

Beneficiaries shall ensure that the Funder and Challenger/Intrapreneur are informed in due time of any event which might significantly affect the implementation of the action or the interests of the Union.

18. APPLICABLE LAW AND COMPETENT COURT

This Sub-Grant Agreement is ruled under French law. Any dispute, controversy or claim arising out of or relating to this Sub-Grant Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the International Chamber of Commerce. The number of arbitrators shall be one.

19. SUBGRANT AGREEMENT PROVISIONS

Any provision of this the Sub-Grant Agreement, shall take precedence over the provisions of any of the Annexes. The provisions of Annex II shall take precedence over the provisions of Annex I.

21. ENTRY INTO FORCE

This Sub-Grant Agreement shall enter into force after its signature Challenger/Intrapreneur, Funder and the Solver legal representatives, on the day of the last signature. The Effective Date shall be (insert Day Month 2018). This Agreement has been made in three originals in English.

22. SIGNATURES

<p>inDemand Funder Name of legal representative: XXXX, Chief Financial Officer</p> <p>Signature of legal representative: Stamp of the organisation (if applicable):</p> <p>Date:</p>	<p>inDemand Challenger Name of legal representative:</p> <p>Signature of legal representative: Stamp of the organisation (if applicable):</p> <p>Date:</p>	<p>inDemand Intrapreneur Name of legal representative:</p> <p>Signature of legal representative: Stamp of the organisation (if applicable):</p> <p>Date:</p>
<p>For INSERT COMPANY NAME Name of legal representative: Job title</p> <p>Signature of legal representative: Stamp of the organisation (if applicable):</p> <p>Date: done at insert Place:</p>		

