SECURE
Cyber Resilience for SMEs

ANNEX 5 – Sub Grant Agreement



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Contracting Parties

This sub-grant agreement is entered by and between the following parties:

- **Associazione Cyber 4.0 (Cyber 4.0)**, PIC 898709172, VAT Number IT16264201001 established in Via Ardito Desio 60, Rome, 00131, Italy, duly represented by Mr. Paolo Spagnoletti, in his capacity of President and Legal Representative *pro tempore* (hereinafter referred as the **"Contractor")**. Cyber 4.0 acts on behalf of the *Agenzia per la Cybersicurezza Nazionale (ACN)*, the coordinator of the SECURE project funded by The European Cybersecurity Industrial, Technology and Research Competence Centre (hereinafter referred as the **"ECCC"**), under the powers delegated by the European Commission, via Digital Europe Programme (as defined hereinafter)

- on the one part -

and

- **[REGISTERED COMPANY NAME]**, VAT number [●], established in [street name, building number, postal code, city, country], duly represented by [name of legal representative] in their capacity of legal representative (hereinafter referred as the "**Beneficiary Company**")

- on the other part-

(the Contractor and the Beneficiary Company hereinafter collectively referred as the "**Contracting Parties**")

The Contracting Parties AGREE to the terms and conditions set out in the Annexes (as defined hereinafter) and in this sub-grant agreement (hereinafter referred as the "**Sub-GA**").

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General Provisions

The ECCC, under the powers delegated by the European Commission, **of the one part**, and the *Agenzia per la Cybersicurezza Nazionale* (hereinafter referred to as the "**ACN**") - in its capacity as coordinator - with the other partners of the SECURE Consortium (as defined hereinafter), **of the other part**, have entered into the Grant Agreement No. 101190325 (hereinafter referred to as the "**Grant Agreement**") for the implementation of the project "SECURE – Strengthening EU SMEs' Cyber Resilience", within the framework of the European Union's Digital Europe Programme (hereinafter referred to as the "**Project SECURE**").

The Project SECURE aims at supporting European SMEs in enhancing their cybersecurity capabilities and achieving compliance with the Cyber Resilience Act (hereinafter referred to as the "**CRA**"), through financial and capacity-building actions.

The Beneficiary Company - for the purpose of implementing its project proposal, described in **Annex 1 – Beneficiary Company Project Proposal** attached herein (hereinafter referred to as the "**Beneficiary Company Project Proposal**") – has applied under a Project SECURE Open Call (as defined hereinafter) and, following the evaluation procedure as detailed in the Guidelines set out in **Annex 2 – Project SECURE open call for proposal – Guidelines** attached herein (hereinafter referred to as the "**Guidelines**"), such proposal has been evaluated eligible to receive funding, in accordance with the terms and conditions set out in the aforementioned Guidelines and under this Sub-GA.

This Sub-GA, therefore, defines the framework of rights and obligations of the Contracting Parties for the development and implementation of the Beneficiary Company Project Proposal, as defined in **Annex 1** attached herein.

The Funds (as defined hereinafter), if any, received by the Beneficiary Company are owned by the ECCC, under the powers delegated by the European Commission. The Contractor is a mere holder and manager of the funds.

Where the national legislation applicable to the Beneficiary requires projects financed by public funds to be identified by means of a specific code, reference or other instrument for the purposes of traceability, monitoring or transparency of public expenditure, the Beneficiary shall, on its own initiative and at its own expense, take all steps necessary to comply with such requirements, including, where applicable, requesting and obtaining the relevant identifier from the competent authority, unless such identifier is provided to the Beneficiary by the Contractor. The Beneficiary shall use any such identifier to mark all expenditure relating to the project covered by this Sub-GA, in accordance with such legislation.

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Annexes

The following annexes (hereinafter referred to as the "**Annexes**") shall form an integral and substantial part of this Sub-GA:

a) Annex 1 – Beneficiary Company Project Proposal;
b) Annex 2 – Project SECURE open call for proposal – Guidelines;
c) Annex 3 – Declaration of the Beneficiary Company.
d) Annex 4 – Technical Report Template;
e) Annex 5 – Integration to Beneficiary Company Project Proposal.

Definitions

The terms and expressions listed hereunder shall have the following meanings:

a) "**ACN**" shall have the meaning as defined in the paragraph entitled "General Provisions".
b) "**Annexes**" shall have the meaning as defined in the paragraph entitled "Annexes".
c) "**Annotated Grant Agreement**" shall have the following meaning: the publicly available guidance document that provides detailed explanations for the correct understanding and management of the grant agreement to be signed by beneficiaries at the start of a European Union funding project. It is accessible at the following link: https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/guidance/aga_en.pdf
d) "**Background**" shall have the following meaning: any data, know-how, or intellectual property (e.g.: patents, software, designs, trade secrets) held by the Beneficiary Company prior to entering this Sub-GA or developed independently outside the scope of the activities funded under this Sub-GA, necessary for carrying out the Project SECURE or exploiting its Results (as defined hereinafter).
e) "**Balance Payment**" shall have the following meaning: the final payment of the Funds (as defined hereinafter) – equal to the remaining 60% of the total awarded Funds, or up to 100% where no Pre-Financing (as defined hereinafter) has been disbursed – due only upon fulfilment of all reporting, performance, and contractual obligations set forth in this Sub-GA.
f) **"Beneficiary Company"** shall have the meaning set forth in the heading of this Sub-GA.
g) **"Beneficiary Company Project Proposal"** shall have the meaning as defined in the paragraph entitled "General Provisions".
h) "**Conflict of Interest**" shall have the following meaning: a fact or, in general, any kind of situation which may affect the performance of the Sub-GA, as compared to its execution in the absence of such fact, or which may affect the assessment to be carried out on the Beneficiary Company Project Proposal pursuant to the Guidelines. It occurs when an individual's personal or professional interests could improperly influence their judgment or decisions related to, by way of example, the evaluation of proposal or assignment of fundings. This can involve financial interests, personal relationships with applicants, or professional affiliations that might lead to an appearance of bias, affecting the integrity of the funding process.

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i) "**Contractor**" shall have the meaning set forth in the heading of this Sub-GA.

j) "**Contractor's Organisation, Management and Control Model**" shall have the following meaning: the Organisation, Management and Control Model adopted by the Contractor pursuant to the Italian Legislative Decree 231/2001, available at https://www.cyber40.it/en/ethics-and-compliance/.

k) "**CRA**" shall have the meaning as defined in the paragraph entitled "General Provisions".

l) **"Digital Europe Programme"** shall have the following meaning: the European Union funding programme established by Regulation (EU) 2021/694, aimed at supporting the digital transformation of the Union through investments in high-performance computing, artificial intelligence, cybersecurity, advanced digital skills, and the wide use of digital technologies across the economy and society.

m) "**ECA**" shall mean: European Court of Auditors.

n) "**ECCC**" shall have the meaning set forth in the heading of this Sub-GA.

o) "**EEA**" shall mean: European Economic Area;

p) "**EPPO**" shall mean: European Public Prosecutor's Office.

q) "**Evaluation Committee**" shall have the following meaning: is a committee composed by experts which has two main roles: a) assigning a score to each project proposal submitted by a company in the context of a Project SECURE Open Call; b) evaluating whether the funded projects have been successfully completed pursuant to the provisions set forth under this Sub-GA (including the Guidelines attached thereto).

r) "**Force Majeure**" shall have the following meaning: any unforeseeable, exceptional, and unavoidable event or situation beyond the reasonable control of the Beneficiary, which prevents it from fulfilling its obligations under this Sub-GA. Such events may include, but are not limited to, natural disasters, acts of war or terrorism, pandemics, general strikes, or decisions by public authorities which make the implementation of the Beneficiary Company Project Proposal temporarily or permanently impossible.

s) "**Funds**" shall have the following meaning: any contribution provided under the Project SECURE for the implementation of the actions foreseen therein.

t) "**Grant Agreement**" shall have the meaning as defined in the paragraph entitled "General Provisions".

u) "**Guidelines**" shall have the meaning as defined in the paragraph entitled "General Provisions".

v) "**Initial CRA Maturity Assessment**" shall have the following meaning: the short questionnaire that the Beneficiary Company shall complete, immediately following the execution of the Sub-GA, pursuant to the Guidelines.

w) "**KPI**" shall have the following meaning: Key Performance Indicators.

x) "**Law**" shall have the following meaning: any applicable legislation, regulation (including European Union export control and sanctions regulations), directive, decision, recommendation, guideline, regulatory act or measure issued by the European Union or any of its institutions, as well as any statute, rule, administrative provision, or other binding or non-binding legal act adopted under the national laws of any jurisdiction in which the Beneficiary Company operates or in which the obligations under this Sub-GA are to be performed.

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y) "**OLAF**" shall have the following meaning: European Anti-Fraud Office.

z) "**Party**" shall have the meaning set forth in the heading of this Sub-GA.

aa) "**Parties**" shall have the meaning set forth in the heading of this Sub-GA.

bb) "**Pre-Financing**" shall have the following meaning: the advance payment equal to forty percent (40%) of the Funds requested and awarded by the Evaluation Committee under a beneficiary company's project proposal submitted under a Project SECURE Open Call.

cc) "**Project SECURE**" shall have the meaning as defined in the paragraph entitled "General Provisions"

dd) "**Project SECURE Open Call**" shall have the following meaning: any call launched under the Project SECURE.

ee) "**Results**" shall have the following meaning: any tangible or intangible outcome (data, knowledge, information, software, inventions, prototypes, reports, processes, methodologies, etc.) created by the Beneficiary Company during the implementation of the Project SECURE.

ff) "**Second CRA Maturity Assessment**" shall have the following meaning: the short questionnaire that the Beneficiary Company shall complete, immediately following the execution of the Project Implementation and the submission of the Technical Report, pursuant to the Guidelines.

gg) "**SECURE Consortium**" shall have the following meaning: the consortium led by ACN in its capacity as coordinator, to which the Contractor and certain additional partners have entered into for the implementation of the Project SECURE.

hh) "**SECURE Platform**" shall have the following meaning: a one-stop-shop integrated digital platform tailored for Project SECURE Open Calls management.

ii) "**Technical Report**" shall have the following meaning: the report submitted by the Beneficiary Company, prepared in accordance with the template included in **Annex 4 – Technical Report Template**, reporting the results of the implementation of the Beneficiary Company Project Proposal and including specific references to the achievement of the KPIs declared in the Beneficiary Company Project Proposal and the completion of the deliverables;

Article 1 – Entry into force, duration, early withdrawal from the Sub-GA – Duration of the Beneficiary Company Project Proposal

1.1 Entry into force, duration

This Sub-GA shall enter into force on the date of its signature by the last Contracting Party and — without prejudice to: (i) the cases of early withdrawal or termination provided for in this Sub-GA; and (ii) the cases of obligations for which a longer duration is expressly provided, which shall remain in force accordingly — shall remain effective until the date of completion of the Beneficiary Company Project Proposal and of all the activities related to its implementation and assessment as governed by the Guidelines. It remains understood that, this Sub-GA shall, in any event, cease to be effective within the final deadline of 31 December 2028.

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1.2 Early withdrawal

Each Contracting Party may, at any time, exercise its right to early withdraw from this Sub-GA by giving written notice to the other Party with a prior notice period of thirty (30) days before the effective date. It is understood that:

(i) in the event that the Contractor exercises its right of early withdrawal, the Beneficiary Company shall, in any case, be entitled to receive the amount of Funds accrued up to the effective date of such withdrawal, such amount to be determined, *mutatis mutandis*, in accordance with the provisions set forth in Articles 6.4, 6.5 and 6.6 below.

(ii) in the event that the Beneficiary Company exercises its right of withdrawal, it shall not be entitled to receive any Funds and, if any amount has already been transferred to it as Pre-Financing, it shall be obliged to return such amount to the Contractor within seven (7) days from the effective date of such withdrawal.

For the avoidance of doubt, Funds shall be considered 'accrued' exclusively to the extent that the corresponding deliverables, milestones and KPIs have been duly completed and positively assessed pursuant to Articles 6.4 and 6.5; no Funds shall be deemed accrued on a time-proportional basis or in the absence of the relevant completed deliverables and KPIs.

1.3 Duration of the Beneficiary Company Project Proposal

Without prejudice to the provisions of Article 1.1 above, the Beneficiary Company Project Proposal shall be completed within the deadlines set forth in Annex 1 and, in any case, no later than six (6) months from its starting date.

Article 2 – Obligations and Responsibilities of the Beneficiary Company

2.1 Purpose of the Sub-GA - General Duty of the Beneficiary Company

The Beneficiary Company shall implement the Beneficiary Company Project Proposal in accordance with **Annex 1** and the other terms and conditions set forth in the Guidelines, this Sub-GA and its Annexes.

All the activities shall be carried out with due care and efficiency, in accordance with the best industry standards applicable thereto and with sound financial management. The Beneficiary Company shall use the financial support exclusively for the purposes of the implementation of the Beneficiary Company Project Proposal and shall comply with the lump sum reporting methodology and with all Laws applicable thereto.

2.2 Information obligations and notifications

The Beneficiary Company shall promptly notify the Contractor in writing of any facts or circumstances arising after the execution of this Sub-GA that could affect the implementation or the timeline of the Beneficiary Company Project Proposal, as described in **Annex 1**. Such notification

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shall include sufficient details to allow the Contractor to assess the impact and, where applicable, to propose appropriate measures.

Without prejudice to the foregoing, the Beneficiary Company shall also respond, in writing, to any requests for clarifications or information submitted by the Contractor within the deadlines set forth therein.

2.3 Record-Keeping

The Beneficiary Company shall keep as long as required by the applicable EU, national and internal regulation and for a period of 3 (years) following the completion date of the Project SECURE (including any extension awarded by the funding authority) all records and supporting documentation necessary to demonstrate the proper implementation of the Beneficiary Company Project Proposal in compliance with the lump-sum reporting methodology, the Guidelines and any applicable Law, including, by way of example and without limitation:

- evidence of implementation of all activities set forth under **Annex 1**;
- time records for personnel working on the Beneficiary Company Project Proposal;
- any documentation demonstrating eligible costs or co-financing;
- any other relevant documents required to prove the existence of the declared expenditures.

All records and supporting documentation must be retained and made available to the bodies mentioned in the following Article 11, for the duration of the audit period and until any related procedures, investigations, or litigation have been concluded.

2.4 Conflict of Interest

The Beneficiary Company shall take all necessary measures to prevent, identify, and remedy any situation of Conflict of Interest in relation to any natural or legal person.

Without prejudice to what stated in the document attached hereto as **Annex 3** – **Declaration of the Beneficiary Company,** the Beneficiary Company represents and warrants that, as of the date of execution of this Sub-GA, it is not in a situation of either actual or potential Conflict of Interest. It is understood that, in the event that the Beneficiary Company becomes aware of any situation of Conflict of Interest – whether actual or merely potential – it shall promptly provide written notice thereof to the Contractor, including a description of such situation and of the measures it intends to implement in order to eliminate or mitigate it. It is further understood that the Beneficiary Company shall comply with any instructions or requirements that may be issued by the Contractor in relation thereto.

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2.5 Declaration of the Beneficiary Company - No Double Funding

The Beneficiary Company represents and warrants that all statements and declarations set forth in the document attached hereto as **Annex 3** are, without exception, valid, effective, and truthful as of the date of execution of this Sub-GA and shall continue to remain valid, effective, and truthful for its entire term. By way of example only, and without limitation, the Beneficiary Company hereby confirms that none of the activities, outputs, deliverables, or KPIs set forth in the Beneficiary Company Project Proposal have — whether in whole or in part — received, benefited from, or been supported by any form or type of funding under any other European Union financial contribution.

It is understood that, in the event the Beneficiary Company becomes aware of any situation in which a violation of one or more of the aforementioned declarations may have occurred or may potentially occur, it shall promptly provide written notice thereof to the Contractor, including a description of the circumstances identified and any relevant information related thereto.

Article 3 – Breach of contractual obligations – Right of termination

3.1 Right of termination

In addition to any other rights and remedies granted to the Contractor under this Sub-GA, by the Grant Agreement, by Law, or by any other applicable norm thereto, upon the occurrence of one or more of the following circumstances:

a) the Beneficiary Company breaches one of its obligations set forth under previous articles 2.1; 2.2; 2.3; 2.4; 2.5 of this Sub-GA;
b) the Beneficiary Company is subject to insolvency or winding-up procedures, its assets are being administrated by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any substantially analogous situations arising from similar procedure provided under the Law;
c) the Beneficiary Company has debts – of any kind or nature - towards any European body;
d) the Beneficiary Company breaches its obligations set forth under the following article 4.6, including any failure to implement or maintain adequate technical and organisational measures to safeguard its communication systems, e-mail accounts, banking information or payment instructions;
e) the Beneficiary Company breaches one of its obligations set forth under following articles 5.1; 5.5; 5.6 relating the eligible costs;
f) the Beneficiary Company breaches one of its obligations set forth under following articles 6.1; 6.2; 6.3 relating reporting, deliverables and KPIs;
g) the Beneficiary Company completely fails to implement the Beneficiary Company Project Proposal, as provided for in article 6.6;
h) the Beneficiary Company breaches one of its obligations set forth under following articles 7.1; 7.2; relating liability and indemnity;

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i) the Beneficiary Company breaches one of its obligations set forth under following articles 8.1; 8.2; 8.3; 8.4; 8.5; relating to intellectual property rights;
j) the Beneficiary Company breaches one of its obligations set forth under following article 9.1 relating communication and dissemination of the European Union origin of the Funds;
k) the Beneficiary Company breaches one of its obligations set forth under following article 10.2 relating non-disclosing;
l) the Beneficiary Company breaches one of its obligations set forth under the following article 10.3 relating Personal Data processing;
m) the Beneficiary Company breaches one of its obligations set forth under the following article 11.3 relating audit and investigations;
n) the Beneficiary Company breaches its obligation to not assign or transfer the Sub-GA, as set forth in the following Article 14;
o) the Beneficiary Company breaches one of its obligations, as set forth in the following Article 18, with reference to the obligation to comply with the Contractor's Organisation, Management and Control Model;
p) the Beneficiary Company breaches any of its obligations set forth under the following Article 19, including its obligation to refrain from prohibited practices and to comply with its duty to cooperate.

the Contractor shall have the right to:

a) immediately suspend the execution of this Sub-GA (including the payment of Funds), giving written notice to the Beneficiary Company and, where possible, granting the latter a period to remedy the breach; or
b) terminate this Sub-GA, giving written notice to the Beneficiary Company.

It is understood that the suspension or termination (as applicable) shall take effect from the date of receipt, by the Beneficiary Company, of the relevant notice.

It is further understood that, should the Contractor exercise the right of suspension set forth under the previous Article 3.1a), the Contractor may, at any time, also exercise its right to terminate the Sub-GA.

3.2 Consequences of the exercise of the right of termination

In the event that the Contractor exercises the right to terminate the Sub-GA, the Beneficiary Company shall be liable to compensate the Contractor for any damages incurred and shall lose the right to receive any further funding, and return any Funds already transferred in its favour by the Contractor under this Sub-GA, within a deadline of seven (7) days from the effective date of its termination.

Article 4 – Financial Contribution

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4.1 Maximum Amount and Co-Financing

The maximum Funds granted under this Sub-GA shall not exceed fifty percent (50%) of the total eligible Beneficiary Company Project Proposal costs up to a maximum of thirty thousand euros (€30,000.00). If the total project cost exceeds sixty thousand euros (€60,000.00), the granted Funds under this Sub-GA will remain capped at thirty thousand euros (€30,000.00).

4.2 Lump Sum Reporting Methodology

The Funds are granted under a lump-sum reporting methodology, in accordance with the Guidelines and without prejudice to the provisions set forth therein. Accordingly:

a) the grant shall be disbursed solely on the basis of the achievement of the deliverables and KPIs set out in the Beneficiary Company Project Proposal;
b) pursuant to Articles 2.3 and 11, the Beneficiary Company shall maintain complete and accurate records and supporting documentation for all activities, deliverables, KPIs, and costs (including, without limitation, invoices, receipts, and other relevant evidence), for the purpose of potential audits by any competent authority.

4.3 Pre-Financing

The Beneficiary Company, where it has requested a Pre-Financing in the Beneficiary Company Project Proposal at the time of its submission under a Project SECURE Open Call, shall be entitled to receive an amount equal to forty percent (40%) of the Funds requested and awarded by the Evaluation Committee during the evaluation of the aforementioned proposal. Such Pre-Financing shall remain the property of the European Union until the execution of the Balance Payment by the Contractor, where the applicable conditions are satisfied.

The Pre-Financing shall be fully reimbursed by the Beneficiary Company in the event of withdrawal from this Sub-GA or under any other case provided for in this Sub-GA.

4.4 Balance Payment

In addition to any other provisions set forth in this Sub-GA, the remaining 60% (sixty percent) of the Funds - or the 100% (one hundred percent) of the Funds where no Pre-Financing has been disbursed - shall be paid as the final payment only upon fulfilment of the following requirements:

a) the Beneficiary Company has duly submitted, via the SECURE Platform, the Technical Report together with all required supporting documentation;
b) the Evaluation Committee has verified and confirmed that all deliverables and KPIs approved during the evaluation of the Beneficiary Company Project Proposal have been fully achieved and, in any case, that the Beneficiary Company Project Proposal has been fully implemented in accordance with the provisions set forth under **Annex 1**;
c) the Beneficiary Company has complied with all contractual obligations set forth under this Sub-GA.

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Where the Beneficiary Company achieves only part of the deliverables or KPIs set out in the Beneficiary Company Project Proposal, the Balance Payment shall be proportionally reduced — mutatis mutandis, pursuant to Articles 6.4 and 6.5 below. It is understood that, should no KPI be achieved and no Deliverable be submitted, the Contractor shall require the full reimbursement of the Pre-Financing and of any other Funds previously transferred to the Beneficiary Company, and such reimbursement shall be made within the peremptory term of seven (7) days from the date of receipt of the Contractor's request.

4.5 Payment Procedures

The Pre-Financing and the Balance Payment shall be executed, by the Contractor, in accordance with the modalities, timelines and operational procedures set out in the Guidelines attached as Annex 2 to this Sub-GA.

4.6 Payment Security and Cyber - Fraud Prevention

The Beneficiary Company shall implement and maintain adequate technical and organisational measures to safeguard its communication systems, e-mail accounts, banking information and payment instructions against cyber-attacks, business e-mail compromise, phishing, fraud attempts or any unauthorised access or manipulation.

The Contractor shall not be liable for any loss, misappropriation, diversion or fraudulent redirection of payments resulting from cyber-attacks or unauthorised access to the Beneficiary Company's systems, nor from any alteration or manipulation of its payment instructions.

In all such cases, the Beneficiary Company shall fully indemnify and hold the Contractor harmless from any damage, loss or cost incurred, including any amount that the Contractor may be required to re-transfer or recover as a consequence of such fraudulent activity.

Article 5 – Eligible Costs

5.1. General Eligibility Conditions

Eligible costs are costs actually incurred by the Beneficiary Company for the implementation of the Beneficiary Company Project Proposal and shall:

- be declared under one of the budget categories included in the Beneficiary Company Project Proposal;
- be implemented by the Beneficiary Company in accordance with the provisions set forth under **Annex 1** of this Sub-GA;
- contribute to the achievement of the deliverables and KPIs in accordance with the provisions set forth in the Beneficiary Company Project Proposal;
- fulfil all of the following conditions:
    a) be necessary for the implementation of the Beneficiary Company Project Proposal;

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b) be identifiable and verifiable, in particular recorded in the accounting records of the Beneficiary Company and determined according to the Law;
c) comply with the applicable tax and social legislation Law;

5.2. Direct Costs

Personnel Costs

- **Employees**: costs for employees (or equivalent) working under an employment contract (or equivalent appointing act) and assigned to the Beneficiary Company Project Proposal are eligible. This includes salaries, social security contributions, taxes, and other remuneration costs arising from national law or the employment contract.
- **Natural Persons under direct contract:** costs for individuals working under a direct contract (non-employment) are eligible if conditions similar to employee arrangements are met and the results belong to the Beneficiary Company.
- **Seconded Persons by a Third Party:** costs are eligible if the work is assigned to the Project, the person works under conditions similar to employees, and the work results belong to the Beneficiary. Costs must reflect actual incurred costs and be comparable to similar personnel.
- **SME Owners / Natural Person Beneficiaries:** the work of SME owners or natural person beneficiaries not receiving a salary may be declared as personnel costs if calculated as unit costs in accordance with methods described in the relevant guidelines.

Subcontracting Costs

Subcontracting costs, including non-deductible or non-refundable VAT, are eligible if:

- they are calculated on the basis of actual costs;
- they follow the Beneficiary Company's usual procurement practices ensuring best value for money or lowest price;
- no Conflict of Interest exists;
- subcontracted work is performed in eligible countries (EU and EEA countries).

The Beneficiary Company cannot use service providers or subcontractors that:

- are not registered in a European Union or EEA member state;
- are directly or indirectly controlled by a country outside European Union/EEA or an entity registered in an ineligible country.

Equipment

Depreciation costs for equipment, infrastructure, or other assets used for the Beneficiary Company Project Proposal are eligible, based on actual use during the action and accounting standards. Rental or leasing costs are eligible if they do not exceed the depreciation costs of similar assets and exclude financing fees. The total eligible cost for equipment, infrastructure, and other assets must not exceed eighty percent (80%) of the total direct eligible costs of the Beneficiary Company Project Proposal.

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Other Goods, Works, and Services

Costs for consumables, supplies, promotion, dissemination, protection of results, translations, publications, certificates, or financial guarantees required under the Sub-GA are eligible, based on actual incurred costs.

5.3. Indirect Costs

Indirect costs are calculated at a flat rate of seven percent (7%) of the total direct eligible costs.

5.4. Ineligible Costs

The following costs shall **not** be considered eligible:

a) debts and debt service charges (interest);
b) provisions for losses or potential future liabilities;
c) costs declared by the applicants and financed by another action or work programme receiving a European Union grant;
d) purchases of land or buildings;
e) currency exchange losses;
f) duties, taxes, and charges, including VAT, except when non-recoverable under the relevant national tax legislation or otherwise provided in appropriate provisions negotiated with partner countries;
g) loans to third parties;
h) costs that do not meet the eligibility criteria above;
i) costs claimed under another publicly funded grant;
j) costs incurred outside the programme period;
k) costs incurred outside eligible countries;
l) subcontracted work performed outside European Union/EEA or by entities controlled by ineligible countries.

5.5. Compliance

All costs must comply with the rules of the Annotated Grant Agreement of the Digital Europe Programme.

5.6. Record-Keeping

In accordance with Articles 2.3 and 11, the Beneficiary must retain all documentation supporting eligible costs as long as required by the applicable EU, national and internal regulation and for a period of at least three (3) years following the date of the final payment, for potential audits by competent authorities.

5.7. Relation to Payments

Eligibility of costs and the lump-sum payment are conditional on the achievement of the deliverables and KPIs as set out in Article 6.

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Article 6 – Reporting, Deliverables and Key Performance Indicators (KPIs)

6.1 General Duty to Report

The Beneficiary Company shall submit all reports, deliverables, and supporting documentation required under this Sub-GA through the SECURE Platform, using the official templates provided therein. All submissions must be complete and accurate, and delivered within 180 calendar days from the entry into force of this contract.

Failure to submit all the aforementioned reports, deliverables and supporting documentation may lead to suspension of payments, recovery of the Funds, or termination of this Sub-GA in accordance with previous Article 3**.**

6.2 Interim Obligations

During the Beneficiary Company Project Proposal implementation, the Beneficiary Company shall:

a. conduct the Initial CRA Maturity Assessment – pursuant to the provision set forth under the Guidelines - immediately after signing this Sub-GA;
b. promptly notify the Contractor of any circumstances that may affect the Beneficiary Company Project Proposal implementation, pursuant to previous article 2.2;
c. keep all records and supporting documentation necessary to demonstrate proper implementation of the Beneficiary Company Project Proposal pursuant to Article 2.3 and make all documentation available in the event of an audit request by the bodies listed in the following article 11.

6.3 Final Reporting

Upon completion of the implementation of the Beneficiary Company Project Proposal, and within 180 days from the entry into force of this contract, the Beneficiary, shall submit, via the SECURE Platform:

a. the Technical Report, describing activities performed, deliverables produced, and achievement of KPIs;
b. the Second CRA Maturity Assessment, evaluating improvements in cybersecurity posture and readiness for CRA compliance;
c. any additional supporting documentation reasonably required by the Contractor, the Evaluation Committee or any other competent body, to verify results.

6.4 Deliverables, Milestones and KPIs

The deliverables, milestones, and KPIs set out in the Beneficiary Company Project Proposal constitute the basis on which the Beneficiary Company's entitlement to receive the Funds shall be determined. It is understood that, in any case, the evaluations related to the recognition of the Funds pursuant to Article 6 shall be conducted by the Evaluation Committee in accordance with the Guidelines.

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6.5 Verification and payment of the Funds

Upon submission of the Technical Report, the Evaluation Committee and the Contractor may request additional clarifications or supporting documentation to verify that the deliverables, milestones, and KPIs set out in the Beneficiary Company Project Proposal have been achieved.

Except for the cases of complete failure to implement the Beneficiary Company Project Proposal, as provided for in Article 6.6 below, payments will be made based on the verification results:

a) *Full Achievement* – all deliverables, KPIs and milestones are achieved, the full payment of the Funds is granted;
b) *Partial Achievement* – If, according to the Evaluation Committee or the Contractor, only part of the deliverables, milestones and KPIs are achieved, the payment of the Funds will be proportionally reduced, based on the quantification of deliverables, milestones, and KPIs actually achieved;

6.6 Complete Failure to Implement the Beneficiary Company Project Proposal

The following cases shall result in the Beneficiary Company being deemed to have completely failed to implement the Beneficiary Company Project Proposal:

a) the occurrence of no reports, deliverables, or supporting documentation in due time;
b) submission of invalid or false information;
c) the failure to achieve any KPI.

The complete failure to implement the Beneficiary Company Project Proposal may lead to suspension or termination of this Sub-GA in accordance with previous Article 3**.**

Article 7 – Liability and Indemnity

7.1. Liabilities

The Beneficiary Company shall be solely responsible for any acts or omissions carried out by it in the performance of this Sub-GA and, more generally, in the context of the Project SECURE. The Parties expressly acknowledge that, no joint liability exists between the Contractor and the Beneficiary Company, or between the Beneficiary Company and any other entity involved in the implementation of the Project SECURE.

7.2. Indemnification

The Beneficiary Company undertakes to hold harmless and fully indemnify the Contractor, any member of the SECURE Consortium, the European Union, the ECCC, and any other entity involved in the implementation of the Project SECURE from and against any and all losses, liabilities, costs, charges, expenses—including legal fees—and damages (including reputational damages) arising, directly or indirectly, from any acts or omissions of the Beneficiary Company in breach of this Sub-

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GA, the Guidelines, the provisions set forth in the Beneficiary Company Project Proposal, any applicable law, or, more generally, any rights of third parties.

Article 8 – Intellectual Property and Ownership of Results

8.1 Background

The Beneficiary Company retains full ownership of its Background. Nothing in this Sub-GA grants the Beneficiary Company any rights or licenses to use the Background of the Contractor or any third party, unless explicitly agreed in writing.

8.2 Results

The Beneficiary Company shall exclusively own all Results generated under this Sub-GA.

8.3 Use and Exploitation of Results by the Beneficiary Company

The Beneficiary Company may use and exploit the Results for research, development, commercialization, or other lawful purposes, provided that such use remains in compliance with:

a. the objectives of the Project SECURE;
b. the provisions set forth under this Sub-GA;
c. CRA requirements;
d. any applicable Law.

The Beneficiary Company shall not transfer ownership of Results or grant licences to third parties established outside the EU or EEA, or controlled by entities established outside the EU or EEA, without prior written authorization from the Contractor, priorly authorized by the Coordinator, the Coordinator itself or any EU competent entity.

8.4 Access Rights of the Contractor and Evaluation Committee

The Contractor, acting as intermediary for the Evaluation Committee, may access the Results solely for monitoring, verification, compliance, and evaluation purposes under this Sub-GA.

8.5 Safeguard for EU Strategic Interests and Security

The Beneficiary Company undertakes not to transfer, share, or license Results that could impact security, critical infrastructures, or the European Union's strategic autonomy, to entities outside the European Union / EEA, regardless of any written authorization from the Contractor, priorly authorized by the Coordinator, the Coordinator itself or any EU competent entity, to ensure compliance with the CRA and the strategic interests of the European Union.

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Article 9 – Dissemination and EU Visibility

9.1 Obligation to Acknowledge EU Funding, publications and presentations

The Beneficiary Company shall ensure that all communication, dissemination, and promotional materials related to the Beneficiary Company Project Proposal clearly acknowledge that such project proposal has received funding from the European Union under the DIGITAL Europe Programme through the Project SECURE. The following statement must be included in all materials:

"*This project has received funding from the European Union under the DIGITAL Europe Programme through the SECURE project (Grant Agreement No. 101190325)*".

The European Union emblem must be displayed in accordance with the graphic guidelines published by the European Commission.

All scientific, technical, or public publications, presentations, or media communications arising from the Beneficiary Company Project Proposal must include the funding acknowledgment. Upon request, the Beneficiary Company shall inform the Contractor in advance of planned publications or events involving Beneficiary Company Project Proposal results.

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Article 10 – Ethics, Non-disclosure and Data Protection

10.1 Ethical Standards

The Beneficiary shall carry out the Beneficiary Company Project Proposal in compliance with the highest ethical standards and any applicable Law including fundamental rights and ethical principles indicated in the Guidelines.
The Beneficiary Company must respect EU values and obtain all mandatory approvals from relevant authorities for activities that raise ethical issues.

10.2 Non-disclosure

The Beneficiary Company undertakes not to disclose to any third party — without the Contractor's prior written consent, priorly authorized by the Coordinator — for any reason whatsoever, any Sensitive Information acquired in connection with the performance of this Sub-GA.

The Beneficiary Company assumes the non-disclosure obligations relating to the Sensitive Information also on behalf of each of its employees, directors, consultants, and collaborators who, in any capacity, may be involved in the performance of this Sub-GA and may become aware of the Confidential Information.

Except as expressly provided under this Sub-GA or as otherwise required by Law, the following shall constitute sensitive information (referred as the "**Sensitive Information**"):

(i) the execution and performance of this Sub-GA;
(ii) all information and documents acquired during and/or in connection with the performance of this Sub-GA and the Project SECURE;
(iii) all information and documents directly or indirectly relating to the work performed or to be performed by either Party and by any third party possibly involved in the performance of this Sub-GA.

The obligations and prohibitions set out above shall not apply to Sensitive Information:

(a) that is or becomes public, provided that this does not result from a breach of Sub-GA;
(b) that the Beneficiary Company has obtained on a non-sensitive basis from a third party who lawfully possesses such information and is lawfully entitled to disclose it;
(c) that the Beneficiary Company already knew prior to the execution of this Sub-GA;
(d) that the Beneficiary Company is required to disclose pursuant to a lawful order issued by any competent Authority, it being understood that, prior to any such communication or disclosure, the Beneficiary Company shall provide the Contractor with prior written notice and shall comply with the instructions provided by the Contractor, priorly authorized by the Coordinator, in order to minimise the extent of the required disclosure;

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(e) for which the Beneficiary Company has received the Contractor's prior written authorization to disclose;

(f) in any case, is allowed pursuant to the present Sub-GA or is necessary for its performance.

The non-disclosure obligations set out in this Sub-GA shall remain in force as long as required by the applicable EU, national and internal regulation and for a period of at least five (5) years following the date of the final payment.

10.3 Personal Data

The Beneficiary Company shall process all personal data of which it may come into possession in the performance of this Sub-GA and, more generally, in the context of the Project SECURE, in full compliance with the European Union GDPR and any applicable Law.

Article 11 – Audits and Investigations

11.1. Competent Authorities

Audits and investigations may be carried out by the ECCC, the EC, the ECA, the OLAF, the EPPO, the Contractor and any other competent body pursuant to the Grant Agreement and the Guidelines to verify compliance with this Sub-GA, the Grant Agreement and applicable Law. Audits may occur during the Beneficiary Company Project Proposal and up to three (3) years after the date of the final payment.

11.2. Scope

Audits may include verification of costs and co-financing, assessment of deliverables and KPIs, examination of statutory records (accounts, contracts, personnel data, etc.), and on-site inspections.

11.3. Beneficiary Obligations

The Beneficiary Company shall:

a. provide accurate, complete, and timely information;
b. grant access to sites, premises, IT systems, and personnel;
c. retain all documentation related to the Beneficiary Company Project Proposal for 3 years following the completion date of the Project SECURE as specified in Article 2.3;
d. ensure that the competent authorities listed in previous article 11.1 can exercise their audit rights;
e. comply with any corrective actions or recommendations resulting from audits.

Article 12 – Force Majeure

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No Party shall be considered in breach of this Sub-GA, nor liable for any delay or failure in performing its obligations, where such delay or failure is the direct result of an event of Force Majeure. It is understood that, the Party invoking Force Majeure shall notify the other Party in writing without undue delay, specifying the nature of the event, its expected duration, and the effects on the performance of its obligations. Following such notice, the Parties shall confer in good faith in order to assess the impact of the event on the implementation of this Sub-GA and to determine any appropriate adjustments.

During the period of Force Majeure, the affected Party shall take all reasonable measures to mitigate the consequences of the event and to limit any resulting damage. It shall furthermore use its best efforts to resume full performance of its obligations under this Sub-GA as soon as the cause of the impediment has ceased.
All deadlines directly affected by the Force Majeure event shall be suspended for the duration of the impediment, without prejudice to any further measures that the Parties may agree upon in light of the circumstances.

Article 13 – Communication – Language

Unless otherwise provided for in this Sub-GA, all communications and notices between the Parties – including, by way of example but without limitation, notices of withdrawal or termination of the Sub-GA – and any other communication relating to matters other than day-to-day operational issues, shall be made in writing and sent via courier with acknowledgment of receipt, or by any other means capable of proving the date on which the communication is received by the receiving Party. All other communications shall be made in writing by e-mail to the following addresses:

	Contractor	**Beneficiary Company**
E-mail address:	secure.contractcall2@cyber40.it	_____

All communications, notices, correspondence, and any other exchanges between the Parties in connection with this Sub-GA, whether relating to its negotiation, execution, performance, or any ancillary matters, shall be conducted in the English language.

Article 14 – Assignment

This Sub-GA, together with any rights or obligations arising therefrom, may not be assigned or transferred by the Beneficiary Company to any third party, whether for consideration or free of charge, without the prior written consent of the Contractor, priorly authorized by the Coordinator. It is expressly understood that this prohibition shall also apply to any transfer of the Sub-GA within the context of ordinary or extraordinary corporate transactions, including, without limitation: lease,

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transfer or contribution of business units, merger, de-merger or similar corporate operations. Any attempted assignment in breach of this clause shall be null and void.

Article 15 – Amendments – Waivers – Tolerance

No amendment to or waiver of any provision of this Sub-GA shall be valid or binding upon either Party unless made in writing and signed by both Parties.
No waiver of any provision of this Sub-GA shall constitute a waiver of any other provision thereof. Any tolerance by either Party of conduct by the other Party that is in breach of this Sub-GA shall not constitute a waiver of the rights arising from the breached provisions, nor of the right to require the exact performance of all terms and conditions contained herein.

Article 16 – Partial Invalidity

Should any provision, or part of a non-essential provision, of this Sub-GA be held invalid, ineffective, or unacceptable by any competent regulatory or supervisory authority, the remainder of this Sub-GA shall remain in full force and effect. The Parties shall negotiate in good faith to replace the invalid or ineffective provision with another provision producing, to the extent possible, substantially the same legal and economic effect, taking into account the subject matter and purpose of this Sub-GA.

Article 17- Precedence clause

In the event of any conflict, inconsistency, or ambiguity between the provisions of this Sub-GA and those set forth in any of its Annexes, the provisions of the Annexes shall prevail.

Article 18 - Organisation, Management and Control Model

The Contractor represents that, in conducting its business and managing internal relationships, it refers to the principles set out in the Contractor's Organisation, Management and Control Model. The Beneficiary Company acknowledges, having reviewed the Contractor's Organisation, Management and Control Model, and undertakes to comply, in carrying out its obligations under this Sub-GA, with the principles, rules of conduct, and procedures therein provided or referred to, whether implicitly or explicitly, as in force from time to time.

Article 19 - Integrity and Anti-Fraud

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19.1 Prohibited Practices

The Beneficiary Company shall refrain from any corrupt, fraudulent, collusive, coercive or obstructive practice, as well as from any breach of applicable anti-corruption, anti-fraud, sanctions, money-laundering or ethical rules under Law.

19.2 Duty to Cooperate

Upon request, the Beneficiary Company shall promptly provide the Contractor with any information necessary to verify compliance with this Article, including for due-diligence, integrity or sanctions checks.

19.3 Zero-Tolerance

The Beneficiary Company acknowledges that the Contractor and the competent European Union bodies apply a zero-tolerance policy towards any form of fraud, corruption, conflict of interest or misuse of European funds, and that any violation — or reasonable suspicion thereof — shall constitute a serious and irreparable breach of this Sub-GA, entitling the Contractor to the remedies provided under Articles 3, 7 and 11.

Article 20 –Governing Law – Jurisdiction

This Sub-GA shall be executed and construed in accordance with Italian law and applicable EU regulations, in particular Regulation (EU) 2021/694 establishing the Digital Europe Programme and Regulation (EU) 2024/2509 on the financial rules applicable to the general budget of the Union.

The Parties shall make every effort to resolve amicably any dispute concerning the interpretation, application, or validity of this Sub-GA. Failing such amicable settlement, any dispute arising between the Parties in connection with the interpretation or performance of this Sub-GA shall - unless otherwise expressly required by any mandatory Law - be submitted to the exclusive forum of the competent courts of Rome.

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Signatures

This Sub-Grant Agreement enters into force on the date of the last signature by the Parties.

By signing this Sub-Grant, the Beneficiary Company confirms that it has read, understood, and accepted all its terms, including all rights, obligations, and conditions.

The undersigned certify that they are duly authorised to sign this Sub-Grant Agreement on behalf of their respective Parties and that this agreement is legally binding upon them.

Document digitally signed PAdES

For the Beneficiary Company
Registered Company name:
Qualified electronic signature:

For the Contractor
Registered Company name:
Qualified electronic signature:

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Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, each Party hereby expressly declares that it has carefully read, fully understood and specifically approves — in writing and by separate signature — the following clauses of this Sub-Grant Agreement, which are considered "vexatious", "onerous" or otherwise subject to specific approval under Italian law:
Article 1.2 – Early Withdrawal, including limitations on rights to Funds and reimbursement obligations.
Article 2 – Obligations and Responsibilities of the Beneficiary Company, including Articles 2.1–2.5.
Article 3 – Breach of Contractual Obligations – Right of Termination, including Articles 3.1 and 3.2 (unilateral suspension, unilateral termination, loss of entitlement to Funds, damages, recovery of amounts).
Article 4 – Financial Contribution, including Articles 4.3 and 4.4 (conditions for payments, proportional reductions, recovery and reimbursement obligations).
Article 5 – Eligible Costs, including Articles 5.1–5.7 (limitations, exclusions, record-keeping obligations).
Article 6 – Reporting, Deliverables and KPIs, including Articles 6.1–6.6 (conditions for payment, partial or complete failure to implement, consequences).
Article 7 – Liability and Indemnity, including Articles 7.1 and 7.2 (full liability and indemnification obligations in favour of the other Party and third parties).
Article 8 – Intellectual Property and Ownership of Results, including Articles 8.3 and 8.5 (limitations on transfers to non-EU/EEA entities, EU strategic-interest safeguards).
Article 9.1 – Dissemination and EU Visibility (mandatory acknowledgments, communication restrictions).
Article 10 – Non-disclosure and Data Protection, including Articles 10.2 and 10.3 (non-disclosure obligations, exceptions, duration).
Article 11 – Audits and Investigations, including Articles 11.1–11.3 (access to premises, IT systems, personnel; long retention requirements).
Article 12 – Force Majeure (procedural requirements and effects on performance).
Article 14 – Assignment (prohibition of transfer or assignment without prior written consent).
Article 15 – Amendments – Waivers – Tolerance (written-form requirement; no tacit waivers).
Article 16 – Partial Invalidity (survival of the Agreement and replacement of invalid clauses).
Article 17 – Precedence Clause (Annexes prevailing over the main text).
Article 18 – Organisation, Management and Control Model (mandatory compliance with the Contractor's Model 231/2001).
Article 19 - Integrity and Anti-Fraud.
Article 20 – Governing Law - Jurisdiction (Italian law; exclusive jurisdiction of the competent courts of Rome).

For the Contractor
Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the Contractor expressly approves the clauses listed above.
Registered Company name: Associazione Cyber 4.0

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Qualified electronic signature:
Document digitally signed PAdES

For the Beneficiary Company
Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the Beneficiary Company expressly approves the clauses listed above.
Registered Company name: [_____]
Qualified electronic signature:
Document digitally signed PAdES

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