

STADIEM

STARTUP DRIVEN INNOVATION IN EUROPEAN MEDIA

D3.1 OPEN CALL DOCUMENTS KIT AND THIRD-PARTY FINANCING RULES V1

Work package	WP 3
Task	Task 3.1
Due date	31/01/2021
Submission date	18/02/2021
Deliverable lead	F6S
Version	1.0
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Grant Agreement No.: 957321
Call: H2020-ICT-2018-2020
Topic: ICT-44-2020
Type of action: IA

Abstract	This deliverable provides information on STADIEM first open call related documents, guidelines and financing rules.
Keywords	Open call, third party funding, media, mediatech, development, tools, solutions

Document Revision History

Version	Date	Description of change	List of contributor(s)
V0.1	02/02/2021	1st version of the template for comments	Violeta Vasileva (F6S)
V0.2	17/02/2021	Revision	Sten Saluveer (ST), Mike Matton (VRT)
V0.3	17/02/2021	Corrections, additions based on feedback	Violeta Vasileva (F6S)
V1.0	17/02/2021	Final Version	Violeta Vasileva (F6S)

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PU	Public, fully open, e.g. web	✓
CL	Classified, information as referred to in Commission Decision 2001/844/EC	
CO	Confidential to STADIEM project and Commission Services	

* R: Document, report (excluding the periodic and final reports)

DEM: Demonstrator, pilot, prototype, plan designs

DEC: Websites, patents filing, press & media actions, videos, etc.

OTHER: Software, technical diagram, etc.



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EXECUTIVE SUMMARY

This deliverable comprises all the information needed by the beneficiaries (startups and SME's) to submit applications to the STADIEM Open Call #1, as well as for the European Commission to validate the Open Call and publish the announcement in the Funding & Tenders Portal. It consists of 8 annexes described below.

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 STADIEM Open Call #1.

- ➔ **Annex 1: Guide for Applicants**, which provides a full set of information regarding the Open Call for Proposals for the STADIEM program.
- ➔ **Application form**, an online form, which was published at F6S platform shortly before the launch of the call and will be available during the application period of Open Call #1 (<https://www.f6s.com/stadiemopencall/apply>)
- ➔ **Annex 2: SME Declaration of Honor**, which declares that all conditions related to the STADIEM Open Call #1 are accepted by the legal representative of the beneficiary.
- ➔ **Annex 3: Company financials**, providing information on the fiscal data of the applying beneficiary until 2020 and estimations from 2021
- ➔ **Annex 4: Template for H2020 Financial Support to Third Parties**, which contains the formal announcement to be published in the EU portal.

The following **Annex 5, 6, 7 and 8** will be prepared at a later stage and will enter into force with beneficiaries, after successful selection and evaluation process.

- ➔ **Annex 5: SME Checklist**, which evaluates the status of the participating beneficiary/ies. It is requested at the stage of signing a Sub-grant Agreement, only in case the beneficiary has not obtained a PIC NUMBER from H2020 Participant Portal.
- ➔ **Annex 7: Sub-grant Agreement Template**, which provides a template of the sub-grant agreement that the successful beneficiaries will be requested to sign.
- ➔ **Annex 8: Bank account information**, which collects information on the beneficiary/ies' bank account where the financial support eligible during the STADIEM program will be transferred.



ANNEX 1 GUIDE FOR APPLICANTS

STARTUP DRIVEN INNOVATION IN EUROPEAN MEDIA

GUIDE FOR APPLICANTS



This project has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No 957321.



This document provides a full set of information regarding the first open call for proposals for the project **Startup Driven Innovation in European Media – STADIEM** (<https://www.stadiem.eu/>).

In addition to these guidelines, the applicants should read and pay attention to the Sub-Grant Agreement template. A draft of the Sub-Grant Agreement template is available from the following hyperlink [here](#) ¹

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Name	Acronym	Country
De Vlaamse Radio En Televisieomroeporganisatie Nv	VRT	Belgium
Media City Bergen AS	MCB	Norway
Storytek OÜ (Ltd.)	ST	Estonia
next media accelerator GmbH	NMA	Germany
Martel GmbH	Martel	Switzerland
European Broadcasting Union	EBU	Switzerland
F6S Network Limited	F6S	Ireland

¹ <https://www.stadiem.eu/download/stadiem-sub-grant-agreement/?wpdmdl=595&masterkey=6014391d5930e>



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Definitions

Third-party projects	the recipients of sub-grants (sub-grantees) that will develop a pilot together with a corporate partner
Startup	Venture or SME with a radical or innovative business model/and or technological component which operates in the six NGE (next-generation media) verticals identified in this open call and which head office or division with significant decision making is located in any of the EU or H2020 associate territories.
Coach	An industry professional that provides the third-party project with: <ul style="list-style-type: none"> • Knowledge, based on methodological research and experience. • Methodology to ensure knowledge transfer. • High commitment to ensure the knowledge transfer (paid to deliver the results) • Quality is assessed via references and proven benefits to their previous clients
Expert	An industry professional that provides the third party project with: <ul style="list-style-type: none"> • Knowledge, based on their extensive experience (and education) on the specific topic • Knowledge transfer is not their goal, but the deliverables that meet the goals and the goals of the pilot • High commitment to ensure the deliverables



	<ul style="list-style-type: none"> Quality is assessed via references, deliverables that meet the specific goals
Mentor	<p>An industry professional that provides the third party project with:</p> <ul style="list-style-type: none"> Knowledge, based on their extensive experience Knowledge transfer is via unstructured conversations Low commitment to ensure the knowledge transfer (low cost, free) Quality is assessed by the previous work experiences
STADIEM Programme	<p>A four-phase framework of startup/SME to corporate business scaling activities carried out by the startup/SME / and eligible coaches or experts towards the successful completion of the corporate pilot(s), and various support actions by the STADIEM partners within the 14-month time frame per cohort of startup/SMEs with evaluation procedures and financial support measures for beneficiaries identified in the STADIEM program and phase completion criteria.</p>
Corporate/Corporation	<p>Enterprises founded or operating within the EU according to the Communication the Commission (2003/361/EC) and employing more than 50 persons and/or whose annual turnover and/or annual balance sheet is more than €2 million.²</p>
Pilot	<p>The pilots, are targeted tests between the startup/SME and the corporation designed to deliver unambiguous insight into business value and generate scalable and monetizable insights from the startup innovations. The pilot doesn't seek to assess how well an innovation works; it measures how well that innovation works for the corporate. Thus, the pilots are not about buying systems or solutions; they're about creating the buy-in that makes smart procurement economically possible³</p>

² <https://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2003:124:0036:0041:EN:PDF>

³ Adapted for STADIEM from [Michael Schrage](https://hbr.org/2018/05/the-right-way-for-an-established-firm-to-do-an-innovation-pilot-with-a-startup). The Right Way for an Established Firm to Do an Innovation Pilot with a Startup. <https://hbr.org/2018/05/the-right-way-for-an-established-firm-to-do-an-innovation-pilot-with-a-startup>



1 OVERVIEW OF THE OPEN CALLS

1.1 STADIEM OVERVIEW

The last decade has seen three major developments - decreasing trust in the media and information, digitalization and changing user behaviour, and global data and AI players. Many established sectors are witnessing disruptive changes and need to relate to a new reality and challenges to the traditional business models. In the sense of digital transformation, media is being challenged in a way that is not too different: new content and news production companies and platforms have entered the market, and there is no longer a need to own expensive distribution mechanisms. Streaming has made it easy to offer low-cost access to video content. Social media are efficient distribution channels for news from the disruptors. These are examples of how incumbents have been pushed to review their role, resources, content, and delivery mechanisms.

The media industry in Europe is confronted with additional challenges - market fragmentation and lack of readily available sufficient funds of venture capital. Two of the major goals for startups, whether in media or other sectors, are - 1) mature as a public company through an IPO, 2) sell or implement their technology with the financial backing of a corporate partner or so-called "exit."

The ambition of STADIEM is to boost the opportunities and success of innovative companies by developing and growing in close cooperation with corporate and venture partners, securing sustainable growth to success. The main objective of the STADIEM Programme and its Open Calls is to stimulate and engage emerging technology-driven startups and SMEs towards the conceptualization and development of new products and services to be integrated/ incorporated in the media/content sector and beyond.

STADIEM - Startup Driven Innovation in European Media, is a project funded by the European Commission under the European Union's Horizon 2020 Research and Innovation Programme and the call topic ICT-44. As such, it is part of the European Commission's Next Generation Media initiative.

STADIEM was launched in October 2020 to empower a pan European scaling framework through a dedicated and coherent startup support programme, offered through two open calls and an incentivization budget of 3,86M€.

1.2 STADIEM PROGRAMME

The programme launches two open calls for technology-driven innovators and entrepreneurs, scouting and recruiting the most promising ones to join the STADIEM **4 stage programme: Match > Develop > Integrate > Pilot**. In case a company goes up to the end, the programme has a total duration of 14 months per 2 cohorts and a budget to be distributed of 3,86M€.

The programme will engage a total of 80 startups (over two open calls) to participate in the STADIEM Programme that aims to challenge, accelerate and support the integration of emerging technologies into the next-generation media. Along with the programme, STADIEM will provide technology and business development support to ensure the highest impact.

The programme will support a total of 80 startups (over two open calls) to participate in the STADIEM Programme that aims to challenge, accelerate and support Startup to corporate



collaboration and pilot activities. Along with the programme, STADIEM will provide technology and business development support to ensure the highest impact.

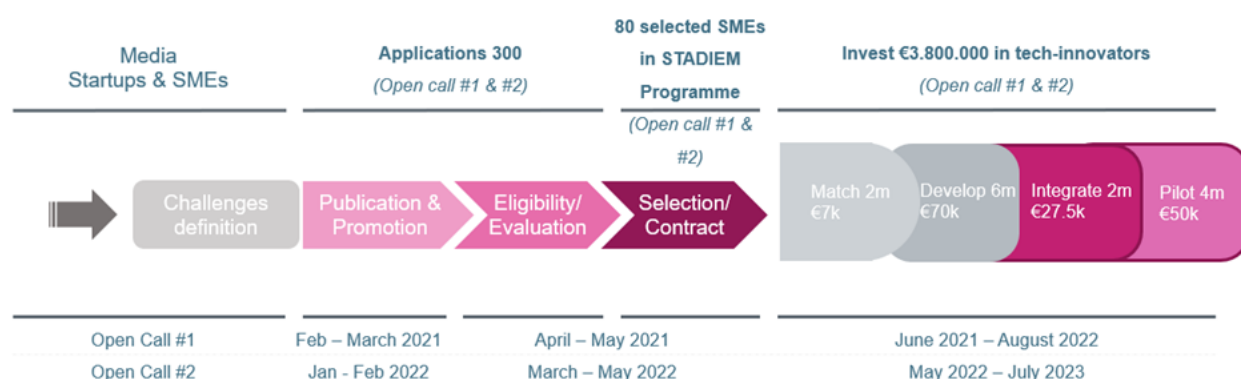


FIGURE 1 STADIEM PROGRAMME OVERVIEW

This guide is specifically dedicated to **Open Call #1** and outlines the application modalities for this call.

1.3 STADIEM OPEN CALL 1

The **1st Open Call** selects **40 startups & SMEs with innovative products and high-scaling and piloting potential** whose solutions can be integrated/ incorporated in the European corporate / media sector and beyond, thus developing new products and services which address current (media) challenges as described in section 1.4.

As part of the action, experts in diverse fields will also provide beneficiaries with the expertise identified by the startups to successfully complete their pilot goals and needs.

The call is open for submission from 1 February 2021 (12:00 PM CET) to 31 March 2021 (17:00 CET), and its indicative budget is €1.930.000.

Selected applicants will enter a 4-stage programme as described in the table hereafter.

Phases	Actions	Duration	Indicative maximum budget
Phase 1- Match	Startups/SME's identify corporate partners and lead for developing a pilot/and present an LOI / or strategy to lock pilot partner(s)	Two months	280.000€ *
Phase 2- Develop	Startups/SME's ensure validated commitment from corporate partners to carry out the pilot within the timeframe and plan allocated.	Six months	1.120.000€
Phase 3- Integrate	Startups/SMEs begin(technical) integration and testing or pre-pilot activities for public pilots. This includes but is not limited to Internal testing and evaluation of business processes and performance, technologies, and solutions that enable and drive forward the between Startup and corporate collaboration.	Two months	330.000€

Phase 4 Pilot	Startups will execute public pilots with the corporate in real-life environments. The pilots are evaluated for generating business value and gathering feedback from customers and other involved parties.	4 months	200.000€
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*Due to COVID-19, the consortium is working on alternative matchmaking activities. All costs in this Phase associated with meeting hub representatives, experts and identifying a corporate partner to pilot their project in the next phases will be reimbursed.

1.3.1 Programme Phases

The phases in the STADIEM 4 stage startup support programme are the following:

Phase:	Match	Develop	Integrate	Pilot
Goal:	Startups identify and connect with relevant industry stakeholders willing to support their innovation.	Startups engage planning of the pilot with corporates to engage in a pilot	Startups finalize (technical) integration and/or pilot planning with corporate partners & pipelines	Startups and corporates execute public (external consumer client-focused) pilots with evaluation
Duration:	Two months	Six months	Two months	Four months
Financing released to startups:	the maximum value of €7.000 per selected Startup	the maximum value of €70.000 per selected Startup	the maximum value of €27.500 per selected Startup	The maximum value of €50.000 per Startup
Expected results	At least 16 Corporate partnerships with identified and confirmed startups per open call	At least 16 Startup and Corporate collaborations started per open call	At least 12 startups finalize technical or service level pilot planning with corporations to conduct public pilots per open call	At least 4 startups execute public, real-life pilots with assessment per open call

Each Phase of the STADIEM programme comprises a set of activities that qualify for financial support. All financing be based on concrete results, the meeting of KPIs set forth by the startup/SME and the consortium, and not administrative justifications. The financing to successful applicants will depend on the Phase that each third-party will be able to reach. **Startup/SME can qualify only for one batch of subsidies in a programme stage.**

The result will be the piloting of emerging technology solutions in the (Media) or enterprise sector, demonstrating its value and benefits, breaking silos and barriers, and supporting the emerging of new business models and disruptive solutions, as well as clearly demonstrating business value generation.

1.3.2 Open Call 1 Focus Areas

The STADIEM Call aims to stimulate innovation and industry/technology connections as well as to enable real-life experimentation through the collaboration of enterprises/corporations and technology innovators/ entrepreneurs along with the STADIEM programme.



Therefore, the open call is directed to startups/SMEs with the potential to deliver high-value products and services to be incorporated in the sectors utilizing technologies and verticals identified in the open call.

The European enterprise sector, especially the media sector, is facing a plethora of challenges, both from competitors as well as disruptors.

The below identified STADIEM challenges are by no means exhaustive as innovations should come bottom-up. However, the identified challenges are certain areas in which European enterprises, especially in media and creative industries, are struggling for tech solutions and Startup driven innovation,

The identified areas (but not limited to) where STADIEM supports pilots between startups/SME's and corporates are:

1. Content Creation & distribution

Content is king but creating an immersive interactive user experience is key. Help us to (pre) generate, process, distribute content anywhere and anytime. Storytelling that sticks omnichannel is the name of the game.

2. Archiving

The future is bright, the past even better. Help us to discover our little treasures in our content archive and share them with the rest of the world.

3. Journalism 4.0

Our reputation is at stake. Fighting against fake news should be part of everyone's DNA. Help us to 'train', detect, predict, report... disinformation!

4. Content verification and against disinformation

From zero to hero. Journalism 4.0 is on its way. Empower journalists to bring news at lightning speed empower the consumer to validate the quality.

5. Data/AI/ML/Synthetic Media

It is all about ME and not about YOU. Put the viewer/spectator/consumer/data scientist/analyst/marketer/decision-maker in the driver seat and the tools to serve him the best way we can.

6. Monetization

Great content comes at a cost. Preserving our European cultural identity means we need to find new business models and platforms and make sure that the money lands in the right hands and the most efficiently or through new and novel marketplaces.

7. Moonshot

Surprise us with your vision or ideas and if you shoot for a star, aim at the moon.

STADIEM aims to stimulate and shape the application of emerging technologies – including artificial intelligence, 5G, the cloud, the Internet of Things, virtual/augmented reality, wearables, and data analytics, which foster the development of Next Generation Media solutions -the European media/content moonshots. If you feel that your solution sets to



revolutionize media or content or utilizes this in Moonshot capacity, you are eligible to apply as well.

1.4 WHAT HAPPENS AFTER THE PROPOSALS ARE SUBMITTED?

Immediately after the submission deadline (31 March 2021 at 17.00 CET) is over, the evaluation process begins (as described in detail in Section 4 of this Guide).

External experts will evaluate proposals submitted through the online system and score them based on the quality of the applications. At least 40 proposals from startups/SME's with the highest scores will be invited to join the Match Phase.



2 ELIGIBILITY CRITERIA

All applicants will have to follow all requirements described in this section to be considered eligible for STADIEM. Therefore, please read this section carefully.

2.1 BENEFICIARIES

The accepted applicants for STADIEM open calls are startups in the form of SMEs [1]. An SME will be considered as such if accomplishing with the [Commission Recommendation 2003/361/EC](#) [2] and the SME user guide. As a summary, the criteria which define an SME are:

- Headcount in Annual Work Unit (AWU) less than 250.
- Annual turnover less or equal to €50 million or annual balance sheet total, less or equal to €43 million.

2.2 ELIGIBLE COUNTRIES

Only applicants (SMEs and DPs) legally established/resident in any of the following countries (hereafter collectively identified as the "Eligible Countries") are eligible:

- The Member States (MS) of the European Union (EU), including their outermost regions
- The [Overseas Countries and Territories \(OCT\) linked to the Member States](#)⁴;
- [H2020 associated](#) countries (those which signed an agreement with the Union as identified in Article 7 ⁵of the Horizon 2020 Regulation): according to the updated list published by the EC;
- The UK applicants are eligible under the conditions set by the EC for H2020 participation at the time of the deadline of the call.

2.3 LANGUAGE

English is the official language for STADIEM 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 STADIEM programme. This means any requested documentation or other proof of meeting the programme KPIs should be made in English to be eligible.

⁴ Entities from Overseas Countries and Territories (OCT) are eligible for funding under the same conditions as entities from the Member States to which the OCT in question is linked.

⁵ Iceland, Norway, Albania, Bosnia and Herzegovina, North Macedonia, Montenegro, Serbia, Turkey, Israel, Moldova, Switzerland, Faroe Islands, Ukraine, Tunisia, Georgia, Armenia



2.4 A NUMBER OF PROPOSALS PER APPLICANT. MULTIPLE SUBMISSIONS

This call is competitive. Thus, **only one proposal per applicant will be evaluated and accepted for funding**. In the case of multiple submissions, only the last one received (timestamp of the system) will enter the evaluation process; the rest are being declared as non-eligible.

If the last submitted proposal is declared non-eligible or fails to reach the thresholds of the evaluation, the other proposals submitted earlier will not be considered for evaluation.

2.4.1 Submission system

Only the proposals submitted through the **Open Call submission tool** (F6S platform) at <https://www.f6s.com/stadiemopencall/apply> [3], which is directly linked from STADIEM website [4], and within the open call duration will be accepted. Proposals submitted by any other means will be automatically discarded and will not be evaluated.

Only the documentation included in the application will be considered by evaluators. The application form consists of questions to be completed directly in the platform and the technical description attached in PDF format.

The information provided should be timely, factual, true, and complete and should enable the assessment of the proposal.

The regular operation of the F6S platform limits to one application submission per F6S user in each call. If a user wishes to submit more than one application, for example, on behalf of different legal entities, the F6S user should request support from the F6S support team (support@f6s.com) cc'ing opencalls@stadiem.eu at least ten days prior to the open call deadline.

Documents required in subsequent phases of the evaluation will be submitted via a dedicated channel, which will be communicated by the STADIEM consortium during the programme.

2.4.2 Deadline

Only proposals submitted before the deadline will be accepted. After the call closure, no modifications or amendments to received proposals will be considered.

The deadline for this call is 31 March 2021, at 17.00 CET.

2.5 DOCUMENTATION FORMATS

Any document requested in any of the phases must be submitted electronically in the format indicated without restrictions for printing (tables in Excel and other files in PDF format).

2.6 ABSENCE OF CONFLICT OF INTEREST

Applicants shall not have any actual or/and potential conflict of interest with the STADIEM selection process and during the whole programme. All cases of conflict of interest will be



assessed case by case. Applicants cannot be STADIEM Consortium partners or affiliated entities nor their employees or co-operators under a contractual agreement.

2.7 OTHER

Each applicant must confirm:

- ➡ It is not under liquidation or is not an enterprise under difficulty accordingly to the Commission Regulation No 651/2014, art. 2.18,
- ➡ Its project is based on the original works and going forward, any foreseen developments are free from third-party rights, or they are clearly stated,
- ➡ It is not excluded from the possibility of obtaining EU funding under the provisions of both national and EU law, or by a decision of both national or EU authority,



3 PREPARATION AND SUBMISSION OF APPLICATION

The submissions must be made through the F6S platform, which is directly linked from the STADIEM website <https://www.f6s.com/stadiemopencall/apply>. The applicants are required to register a profile at F6S (www.f6s.com) to be able to submit a proposal. This will be the central interface for managing the applications.

The documents that will be submitted are:

- **Application form:** The online form consists of different sections: (1) Company information, (1) Description of the product/solution, (3) Team behind the project, (4) Company business, market, and growth strategy, and (5) the feasibility of the technology. The applicant must provide financial information (past and future estimations) at the time of the proposal submission. The template for company's financial is available [here](#) [5]. This information and its timeliness and factuality are mandatory for evaluation.
- **Declaration on Honour:** A tick box clicked confirming the applicant has read the conditions and agrees with the conditions defined in this document. The model of this declaration is available [here](#)

If the applicant discovered an error in the proposal and provided the call deadline has not passed, the applicant may submit a new version (for this purpose, the applicant must request this from the F6S team through opencalls@stadiem.eu). Only the last version of the application received before the call deadline will be considered in the evaluation.

The project proposals must strictly adhere to the template provided by the STADIEM consortium via the F6S platform. Participants must carefully read and follow the instructions in the form. Evaluators will not consider extra material or sources in their evaluation. Data not included in the proposal submitted through F6s will not be considered.

Applicants should not wait until the last minute to submit the proposal. Failure of the proposal to arrive in time for any reason, including communications delays, technical errors (including those of the F6s platform), automatically leads to rejection of the submission. The time of receipt of the message as recorded by the submission system will be definitive.

STADIEM offers dedicated support for applicants at opencalls@stadiem.eu. Requests or inquiries about the submission system or the call itself, received AFTER the closure time of the call, will neither be considered nor answered.

The application will close on **31 March 2021, at 17h CET (Brussels Time)**. There would not be any deadline extensions unless a major malfunction by the F6S platform or force majeure is validated and communicated by the consortium.



4 EVALUATION

4.1 PROPOSAL STAGE - EVALUATION OF PROPOSALS AND ACCESS TO STADIEM PROGRAMME

- **1. Proposals reception:** Submissions will be accepted ONLY through the F6S platform in the space enabled for the STADIEM project. A full list of applicants will be generated containing their basic information for statistical purposes and clarity (which also is shared with EC for transparency and due to the requirements of the H2020 program).
- **2. Eligibility filter:** Eligibility check will verify if the applicant is/has:
 - a. Operational for at least one year with proven founding documents,
 - b. Cash runway or self-funded for at least six months to a year to prove the Startup can finish the program, or a letter of comfort from their investor(s),
 - c. B2B 80% (if B2C, then needs B2B Partnerships),
 - d. Team and time available to participate in the program – based on team members and time dedication
 - e. Proven Initial product/market fit - at least one (corporate) client or LOI or product/business development in the process,
 - f. Piloting capable product - live or in late stages of (publicly) available beta,
 - g. Has raised an investment or is self-financed (minimum: late-seed or Pre-Series A or very well-known acceleration/incubation / CVC program),
 - h. Not demonstrating the issues of multiple participation described in section 2.4.

Proposals marked as non-eligible will receive a rejection note including the reasons (a to h) for being declared as non-eligible. No further feedback will be given.

- **4. Remote evaluation:** After the tractions indicator's control, a shortlist will be populated with the eligible proposal.

The evaluation criteria are the following: (1) Concept, (2) Technology, (3) Ambition & Impact, and (4) Team.

An external technical expert and a business expert will review each proposal, scoring each, and top-ranked **proposals will be invited for a remote interview**. The interviews will be carried out by two evaluators and a representative of the STADIEM consortium. The following criteria are to be evaluated along with the interview: (1) Concept & technology, (2) Ambition, and (3) Exploitation.

The STADIEM consortium then formally approves a list of Top-ranked proposals from the Remote Interview. At least 40 applications will be selected. The list of selected projects is then submitted to the European Commission for final screening, and upon confirmation are accepted to the Match phase,

Each applicant will receive an email a letter informing of the decision, whether a rejection decision or an invitation to negotiation and following steps.



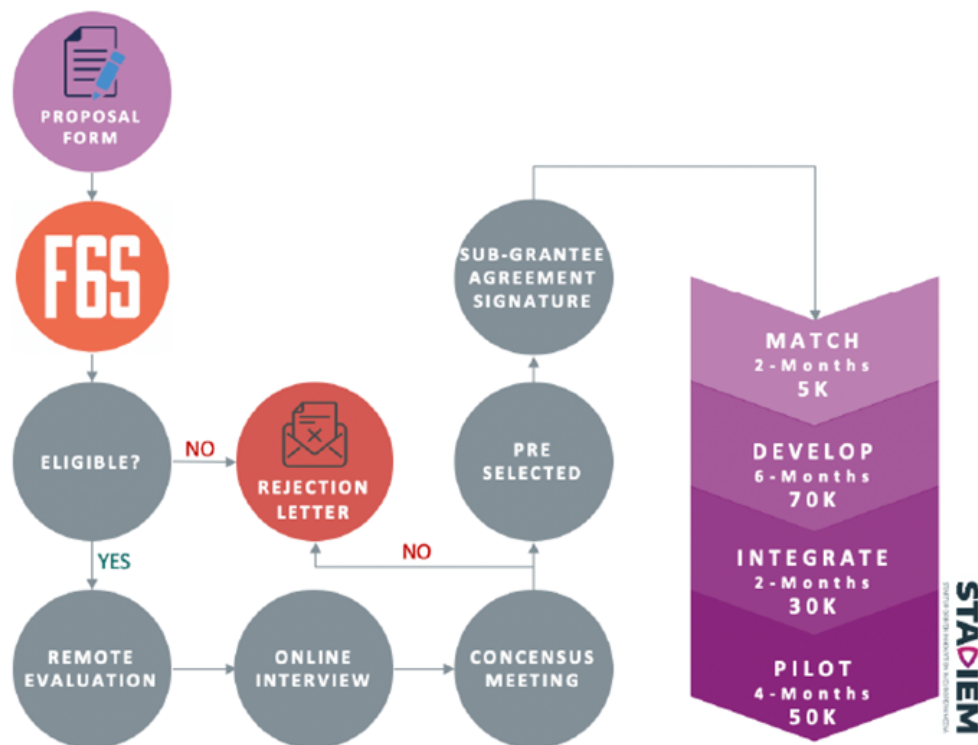


FIGURE 2 EVALUATION PROCESS

4.1.1 Draw resolution

Every proposal will be assessed by two people with different profiles (technical, business). External evaluators will be part of the evaluations and, in any case, will have to sign a declaration that they have no conflict of interest.

4.1.2 Scoring

Reviewers will evaluate the proposals considering the above-mentioned criteria. Each criterion will have a score from 0 to 5. Decimal scores may be given. For each criterion under examination, score values will indicate the following assessments:

- ➡ **0 Fail.** The proposal fails to address the criterion under examination or cannot be judged due to missing or incomplete information.
- ➡ **1 Very poor.** The criterion is addressed in an unsatisfactory manner.
- ➡ **2 Poor.** There are serious inherent weaknesses.
- ➡ **3 Fair.** While the proposal broadly addresses the criterion, there are significant weaknesses that would need correcting.
- ➡ **4 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.

A minimum score of three (3) for each criterion and an overall score of fourteen (14) for the four criteria with a 0 to 5 score will be needed as a minimum threshold. Only proposals reaching all the criteria will be eligible for the Interview phase.

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

A maximum of 150 proposals will be shortlisted in this Phase, and a minimum of 40 will be invited to sign a contract (sub-grantee agreement and access the "Match" phase of the incubator), keeping the rest of the qualifying applicants in a reserve list.

4.1.2.1 Draw resolution

In the case of a draw in the final scoring, the following criteria will be used in the following order of priority:

- ➡ A higher score for the business potential than the score for team composition criterion
- ➡ Date of submission: earlier submitted proposals go first.

4.1.2.2 Communication

Every applicant will receive by email:

- ➡ An Evaluation Summary Report (ESR)
- ➡ A letter informing of the acceptance/rejection decision, an invitation to negotiation to participate, and following steps or being part of the reserve list.

4.1.2.3 Preparation and Signature of the Agreement

Upon the successful selection for the STADIEM programme, the following actions must be carried out by the applicant in order to enter into the Sub-Grant Agreement:

- ➡ Status information of the beneficiaries:
 - **SMEs/start-ups.** If the applicant has been fully validated as an SME on the Beneficiary Register of the H2020 Participant Portal, a [PIC number](#) has to be provided⁶. The following documents will be required to prove the status as an SME if the applicant has not been fully validated as an SME on the Participant Portal:
 - **SMEs checklist:** signed and stamped. Available here [7].
 - In the event they declare being non-autonomous: the balance sheet and profit and loss account (with annexes) for the last period for upstream and downstream organizations.
 - **Status Information Form.** It includes the headcount (AWU), balance, profit & loss accounts of the latest closed financial year, and the relation, upstream and downstream, of any linked or partner company.

⁶ You can register a PIC number here: <https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/how-to-participate/participant-register>



- **Legal existence.** Company Register, Official Journal, and so forth, showing the name of the organization, the legal address and registration number and, if applicable, a copy of a document proving VAT registration (in case the VAT number does not show on the registration extract or its equivalent)
 - **Supporting documents.** In cases where either the number of employees 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.
- ➡ **Bank account information:** The account where the funds will be transferred will be indicated via a form signed by the SME and the bank owners. The holder of the account will be the SME.
- ➡ **Sub-Grant Agreement [8]:** Signed between the STADIEM Consortium represented by its coordinator DE VLAAMSE RADIO EN TELEVISIE OMROEP ORGANISATIE NV, and the beneficiary/ies.

The request for the documentation will be made, including deadlines. Failing to meet the deadlines requested will directly end up the negotiation process, and projects under the reserve list will substitute the failing applicants.

Access to the First Phase of the programme is officially granted once the Sub-Grant Agreement is signed.

4.2 STADIEM PHASES SELECTION

The eligible Startups / SME's will be going through a four-stage, fourteen-month program. The consortium and independent experts will determine the participating startups and award financial incentives to meet the stage and pilot goals. The financial awards will be based on evaluating relevant activities for each Phase and will be based on the progress against their project plan, feedback from (potential) clients, and phase-related experts.

4.2.1 Phase Match: June - July 2021 (2 months)

Activities

The aim for the Phase is for startups to secure a corporate partner for pilots as well as to get to know the local media and tech ecosystem of each hub/territory.

Due to Covid-19, traveling is still difficult. The Match-phase will thus consist of digital events organized by the consortium and the four hubs. These events will include pitching, lead building, networking, and one-to-one meetings along with select coaching/expertise, which startups should use to attract corporates for their pilots, and they will be able to meet selected corporates introduced by the consortium and its partners..

Expected results

To successfully accomplish the Match phase and qualify for the next one, the following requirements should be fulfilled by each startup:

- **Startup** presents its needs and action plan for the stage at the start of the Phase.



- Corporates evaluate the startup leads (max five questions)
- Budget for funding/upskilling in the Phase (Startup)
- Startup presents a strategy for qualifying leads.
- Startups who have already a signed LOI or another equivalent will be automatically scored higher for proceeding to the next Phase

The evaluation of this Phase will be performed by external experts assigned for each startup/SME. The expert(s) or in the absence of an expert, the corporate assesses the completion of the needs and action plan.

A total of at least 40 startups will be selected to join the Match Phase.

At least 16 Corporate partnerships with identified and confirmed startups move on to the next Phase.

4.2.2 Phase Develop: August 2021 – February 2022 (6 months)

Activities

The aim of this Phase is to engage startups in the development of pilots with corporates.

Startups carry out corporate integration workshops and self-executed activities (with consortium recommended professionals) integration workshops to ensure the best match and need mapping.

As an outcome, the Startup must identify KPIs, collaboration & product roadmap, necessary resources, and risk assessment methods together with the corporate.

Expected results

To successfully accomplish the Develop phase and qualify for the next one, the following requirements should be fulfilled by each startup:

- Startup presents needs and action plan for the stage at the start of the Phase
- The solution meets the needs of the corporate (validated by the corporate)
- Corporate confirms dedicating resources to the pilot
- Corporate and startup identify KPIs
- Corporate confirms the likelihood of piloting (No likelihood of piloting = rejection from the program)
- Startup defines the Budget funding/skill-up in next Phase
- Strategy for converting a lead / leads to business (Startup)

The evaluation of this Phase will be performed by external experts. The expert(s) or in the absence of the expert, the corporate assesses the completion of the needs and action plan.

Additionally, a mid-tier review will take place in month six of the program, where expert(s) or corporate evaluate progress towards the initially established action plan.



At least 16 Startup and Corporate collaborations started during Phase Develop.

4.2.3 Phase Integrate: March - April 2022 (2 months)

Activities

This Phase is where startups begin(technical) integration and testing or pre-pilot activities for public pilots. This includes but is not limited to Internal testing and evaluation of business processes and performance, technologies, and solutions that enable and drive forward the Startup and corporate collaboration. Documentation of the integration and collaboration procedures, including integration and pilot roadmap, APIs, testing and pilot scoping documentation and evaluation + test and/or pilot cases is created.

Expected results

To successfully accomplish the Develop phase and qualify for the next one, the following requirements should be fulfilled by each startup:

- Startup presents needs and action plan for the stage at the start of the Phase
- Startup defines the Budget funding/upskilling for the next Phase
- Startup prepares a plan for Pilot phase
- Assessment of plan for the pilot phase

The evaluation of this Phase will be performed by external experts. The expert(s) or in the absence of the expert, the corporate assesses the completion of the needs and action plan.

At least 12 startups finalize technical or service level integration with corporations to conduct public pilots.

4.2.4 Phase Pilot: May-August 2022 (4 months)

Activities

Startups will execute public pilots with the corporate in real-life environments. The pilots are evaluated for generating business value and gathering feedback from customers and other involved parties. The final pilots are assessed in terms of market impact, collaboration, and further monetization possibilities.

Expected results

- Startup presents needs and action plan for the stage at the start of the Phase
- Customer / Corporate and stakeholder feedback
- Assessment in the form of market impact, collaboration, and further monetization possibilities.



The evaluation of this Phase will be performed by external experts. The expert(s) or in the absence of the expert, the corporate assesses the completion of the needs and action plan, which unlocks the last financing

At least 4 startups execute public, real-life pilots with the assessment.



5 FINANCIAL SUPPORT PROVIDED

5.1 FUNDING PRINCIPLE

The STADIEM program will be based on a 4-phase **Match > Develop > Integrate > Pilot**. Each Phase comprises a set of activities that qualify for financial support. All the funds allocated to startups will be based on concrete results and KPIs assessment. KPIs will be set separately with each startup at the beginning of each Phase. No cost reporting will be requested by the STADIEM consortium. The financing **schedule and amounts will be identified with each beneficiary during the Sub-grant agreement phase**.

- **Open call:** This is the submission of proposals. No funding attached.
- **Match:** Due to COVID-19, the consortium is currently working on alternative matchmaking activities. All eligible costs in this Phase associated with meeting hub representatives, experts and identifying a corporate partner will be reimbursed.
- **Develop:** the maximum value of €70.000 per Startup that have come through and identified corporate partners (or strategic leads) for developing a pilot/or secure them by a LOI. With the help of mentors, experts and dedicated workshops, the selected start preparing and developing their solution for piloting.
- **Integrate:** the maximum value of €27.500 per Startup to prepare for the pilot and start the integration.
- **Pilot:** the maximum value of €50.000 per SME, being the payment associated with positive assessment of their Pilot phase activities.

The absolute maximum a beneficiary could receive is up to €150,000 for their project.

KPIs will be revised at the end of each Phase. After the accomplishment of the KPIs defined among each startup/SME and its coach at the beginning of this Phase, the teams will receive the corresponding payments.

Detailed payment schedule and payment conditions will be settled in the Sub-grant Agreement. Startup/SME can qualify only for one batch of subsidy in a stage.

5.2 ORIGIN OF THE FUNDS

Any selected proposer will sign a dedicated Sub-Grantee Funding Agreement with the STADIEM project coordinator⁷ (on behalf of STADIEM Consortium). The funds attached to the Sub-Grantee Funding Agreement come directly from the funds of the European Project STADIEM, and the STADIEM consortium is managing the funds according to the Grant Agreement Number 957321 signed with the European Commission.

⁷ De Vlaamse Radio En Televisieomroeporganisatie Nv (VRT)



As will be indicated in the Sub-Grantee Funding Agreement, this relation between the sub-grantees and the European Commission through the STADIEM project carries a set of obligations to the sub-grantees with the European Commission. It is the task of the sub-grantees to accomplish them, and of the STADIEM consortium partners to inform about them. Obligations are set out in the Sub-Grantee agreement.

5.3 USE OF THE FINANCIAL CONTRIBUTION AND RECOVERY

Each team (beneficiary) commits to a proper use of the funding received, for the purposes of carrying out the project in compliance with the KPIs.

Reporting for the end of each Phase will be requested within the STADIEM Programme, where teams must ensure that funds are properly spent. Each beneficiary will be asked to present a budget planning prior to signing the Sub-grant agreement and the beginning of each STADIEM Programme Phase. (See Sub-Grant Agreement for further details).



6 APPLICANTS COMMUNICATION FLOW

6.1 GENERAL COMMUNICATION PROCEDURE

Applicants will receive updates after each step of the evaluation process indicating if they passed or not. Communication will be sent also to applicants rejected, including the reasons for the exclusion.

6.2 APPEAL PROCEDURE

If at any stage of the evaluation process, the applicant considers that a mistake has been made or that the evaluators have acted unfairly or have failed to comply with the rules of this STADIEM Open Call, and that her/his interests have been prejudiced. As a result, the following appeal procedures are available.

A complaint should be drawn up in English and submits email to opencalls@stadiem.eu. Any complaint made should include:

- ➡ contact details,
- ➡ the subject of the complaint,
- ➡ information and evidence regarding the alleged breach.

Anonymous complaints or those not providing the mentioned information will not be considered.

Complaints should also be made within five (calendar) days since the evaluation results are presented to the applicants.

As a general rule, the STADIEM Team will investigate the complaints with a view to arriving at a decision to issue a formal notice or to close the case within no more than twenty days from the date of reception of the complaint, provided that all required information has been submitted by the complainant. Where this time limit is exceeded, the STADIEM Team will inform the complaint email.



7 INTELLECTUAL PROPERTY RIGHTS (IPR)

7.1 BACKGROUND

- ➡ All the startups will confirm and declare that they are the sole creators of the solution they will develop and that it is free from third party rights. Combinations of their own software plus open-source existing ones will be permitted and fostered.
- ➡ The ownership of all IPR created by the beneficiaries, via the STADIEM funding, will remain with the startup. Results are owned by the startups that generate them.

7.2 FOREGROUND

The property of the software or products developed by sub-granted SMEs, within the framework of the STADIEM open calls, will be entirely owned by the startup. It will be the startup's decision to determine if any part of the software will have an open-source license or not.

Since the developments by the startups and SMEs will make use of corporate technical infrastructure, the core consortium will create the communication framework to facilitate agreements between the startups and the corporate partner to find a common workaround for the continuity of the sub-granted actions beyond the programme. However, it will be a decision of the Corporate and the Startup to come to a collaboration agreement out of the STADIEM scope.

7.3 COMMUNICATION OBLIGATIONS

There are no IPR obligations toward the European Commission (EC). However, any communication or publication of the beneficiaries shall clearly indicate that the project has received funding from the European Union and the STADIEM programme, therefore displaying the EU and logo on all printed and digital material, including websites and press releases. Moreover, beneficiaries will agree that certain information regarding the projects selected for funding can be used by the STADIEM consortium for communication purposes.

Further detail about communication obligations is available in the Sub-grant Agreement under Article 10.



8 CONFIDENTIALITY

All information in whatever form or mode of communication, which is disclosed by the Disclosing Party to a Recipient in connection with the STADIEM project during its implementation and which has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure as confidential information by the Disclosing Party, is “Confidential Information”. With respect to all information of whatever nature or form as is disclosed between the Contracting Parties in connection with the Project and identified in writing as confidential, the terms of Article 6.1 from the Sub-Grantee agreement shall apply. Further confidentiality obligations are outlined in Article 6.2 from the Sub-Grant Agreement.



9 SUPPORT FOR THE APPLICANTS

For more information about the STADIEM Open Call, please check the Frequently Asked Questions (FAQs) section included on the STADIEM website: <https://www.stadiem.eu/faqs/>

For further information on the Open Call, in case of any doubts regarding the eligibility rules, the information that is to be provided in the Application Form, or if you encountered technical issues or problems with the Application Form, please contact STADIEM technical team via email: opencalls@stadiem.eu



10 SCHEDULE

The table below presents the indicative dates during which each Phase of the evaluation and STADIEM's programme phases will take place:

Description	Indicative dates
Call Launch	1 February 2021 at 12:00 PM CET
Call Deadline	31 March 2021 at 17:00 CET
Evaluation Period	April 2021
Signature of Sub-grant Agreement	During May 2021

The schedule is based on estimations according to the expected number of proposals received, and the actual timing of the consecutive phases may vary.



11 CONTACTS

The STADIEM consortium will provide information to the applicants only via the F6S page 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 mail email).

More info at <https://stadiem.eu>

Apply via: <https://www.f6s.com/stadiemopencall/apply>

Open Call questions: opencalls@stadiem.eu

F6S support team: support@f6s.com

Online Q&A: <https://www.f6s.com/stadiemopencall1/discuss>

INVOLVED HUBS

➡ VRT (Brussels, Belgium)

VRT Sandbox matches startups, SME's and entrepreneurs to the public broadcaster VRT for a short-term collaboration. Selected projects receive the opportunity to scale and/or develop their products (both content and technology-wise) for short periods of time, with access to VRT's infrastructure and technological resources. At the end of the project, partners demonstrate their learnings and insights at the VRT Sandbox Sessions.

Investment program:

VRT and PMV join forces and expertise to invest together in promising companies in the Flemish media ecosystem. To do so, they set up a joint venture, Media Invest Vlaanderen, to support new initiatives (mainly financial) and to grow the sector. Develop a profitable investment portfolio to support and strengthen the professionalization and international potential of the Flemish media sector: that is our mission.

➡ Media City Bergen (Bergen, Norway)

Media City Bergen counts around 100 companies, ranging from broadcasters, publishers, content producers, media technology companies, academia, and startups. It has its own incubator, the Media Cube. Coming out of the thriving media tech around TV2 and spin-offs that have obtained global success, there was a demand for establishing a platform to help drive innovation and development of media technology and content production. MCB was launched in 2015 and has already established itself as a driving force for media development in Norway. MCB will involve both its partner running the MCB incubator - VIS Media Cube, as well as draw on its network of experts in the member companies.

➡ Storytek (Tallinn, Estonia)

Storytek is the first personalized Meditech innovation platform in the Baltic States. Founded by private investors and the Tallinn Black Nights Film Festival - one of the top 15 A class festivals in the world and the center point of the audiovisual industry in the region, ST brings together deep audiovisual sector knowledge, technology, and funding with a selection of filmmakers, storytellers, and media & technology entrepreneurs. In partnership with the Exit Academy, it manages a tailor-made coaching and advisory program that helps passionate startup founders to master the skills for reaching the potential of their companies towards successful corporate partnerships, M&A, and exits.



ST also advises regional media and tech ecosystems from telecoms to broadcast integrators on new content and investment projects. Next Media Accelerator (Hamburg, Germany)

➡ Next Media Accelerator

NMA invests in early-stage media tech startups from Europe and Israel with a fund volume of € 8 m in total and 30 investors from the media industry (Germany and Austria). In a six months acceleration program, NMA provides intense networking and collaboration possibilities for their portfolio teams. Since its start in 2015, NMA has accelerated 70 startups from more than 15 countries.

With "Easy Testing," the NMA has developed a structured and standardized process to connect startups and corporates from all sectors of the media industry. It adds to the NMA event formats Mediamatch, Regio Workshop, Roadshow, or Open House, which are matching startups to media managers in order to enable Easy Testing projects. (More: <https://innovation.dpa.com/2019/08/06/easy-testing-drives-media-innovation/>)

APPENDIX A

[1] SME definition, https://ec.europa.eu/growth/smes/sme-definition_en

[2] Commission Recommendation 2003/361/EC, <https://eurlex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2003:124:0036:0041:en:PDF>

[3] F6S Application Form: <https://www.f6s.com/stadiemopencall/apply>

[4] STADIEM Website– 1st Open call, <https://www.stadiem.eu/open-call-1/> , 2021

[5] Company Financials Template: <https://www.stadiem.eu/download/stadiem-oc1-company-financials-template/?wpdmdl=517&masterkey=6012b5b156ec6>

[6] Declaration of Honour: <https://www.stadiem.eu/download/stadiem-declaration-of-honour/?wpdmdl=516&masterkey=6012b579b5d56>

[7] SMEs checklist. Available at: <https://www.stadiem.eu/download/stadiem-sme-checklist/?wpdmdl=521&masterkey=6012cad377146>

[8] Sub-Grant Agreement template, iteration 1, 2021: <https://www.stadiem.eu/download/stadiem-sub-grant-agreement/?wpdmdl=595&masterkey=6014391d5930e>



ANNEX 2 SME DECLARATION OF HONOR

DECLARATION OF HONOUR

The SME submitting this proposal

- confirms having read the information about STADIEM 1st Open Call described in the official Guide for Applicants.
- agrees on the terms and conditions included in the Guidelines for Applicants of STADIEM 1st Open Call
- confirms having provided actual and correct information in the application form of F6S platform.
- is committed to participate in STADIEM programme.
- has stable and sufficient resources (including the foreseen in STADIEM) to maintain its activity throughout its participation in STADIEM programme should it reach the last phase "Pilot" of the programme.
- has not made false declarations in supplying the information required to participate in STADIEM 1st Open Call.
- is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, or is not in any analogous situation arising from a similar procedure provided for in national legislation or regulation.
- it (or persons having powers of representation, decision making or control over it) have not been convicted of an offence concerning their professional conduct by a judgment of a competent authority of a Member State which has the force of res judicata.
- is in compliance with its obligations relating to the payment of social security contributions and the payment of taxes, in accordance with the legal provisions of the country in which it is established and which those of the country the authorizing officer responsible and those of the country where the action is to be performed.
- it (or persons having powers of representation, decision making or control over it) have not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity, where such illegal activity is detrimental to the EU's financial interests.
- is not currently subject to an administrative penalty under Article 131(5) of Regulation (EC, Euratom) No 966/2012.⁸
- is not subject to a conflict of interest in connection with the STADIEM programme;

⁸ <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32012R0966&from=EN>



- will inform the STADIEM core consortium members, without delay, of any situation considered a conflict of interests or which could give rise to a conflict of interests.
- has not granted and will not grant, has not sought, and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, in as much as it is an incentive or reward relating to the award of the grant.



ANNEX 3 COMPANY FINANCIALS

	2018	2019	2020	2021	2022	2023
Sales (€)	- €	- €	- €	- €	- €	- €
EBIDTA (€)	- €	- €	- €	- €	- €	- €
Public Funding (€)	- €	- €	- €	- €	- €	- €
No. Employees	-	-	-	-	-	-
<p>2018, 2019 and 2020 are ACTUAL numbers only if a SME exists. If it doesn't add 0</p> <p>2021, 2022, 2023 are estimations you do for your existing SME or the new company you are building</p> <p>€ amounts are in EURO. Convert from any other currency</p> <p>Public funding is referred to the amounts obtained via public grants (no debt) in a year. If a grant covers 2 years, divide the total amount in 2 years</p> <p>No. Employees are full time equivalent employees (1 person half time is just 0,5 employees)</p>						

Available for download here: <https://www.stadiem.eu/download/stadiem-oc1-company-financials-template/?wpdmdl=517&masterkey=6012b5b156ec6>



ANNEX 4 TEMPLATE FOR H2020 FINANCIAL SUPPORT TO THIRD PARTIES

TEMPLATE FOR H2020 FINANCIAL SUPPORT TO THIRD PARTIES



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



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

Call Title:	STADIEM Open Call 1
Full name of the EU funded project:	Startup Driven Innovation in European Media
Project acronym:	STADIEM
Grant agreement number:	H2020 - 957321
Call publication date:	1st February 2021 at 12:00 PM CET
Call deadline:	31st March 2021 at 17:00 CET
Expected duration of participation:	14 months programme split in 4 phases (2 + 6 + 2+ 4 months)
Total EU funding available:	€ 1.930.000
Task description:	<p>The ambition of STADIEM is to boost the opportunities and success of innovative companies by developing and growing in close cooperation with corporate and venture partners, securing a sustainable growth to success.</p> <p>The main objective of the STADIEM Programme and its Open call is to stimulate and engage emerging technology driven startups and SMEs towards the conceptualization and development of new products and services to be integrated/ incorporated in the media/content sector and beyond.</p> <p>STADIEM launches Open call 1 for technology driven innovators and entrepreneurs, scouting, and recruiting the most promising ones to join the STADIEM 4 stage programme: Match > Develop > Integrate > Pilot. In case a company goes up to the end, the programme has a total duration of 14 months and indicative maximum budget to be distributed of 1,93M€.</p> <p>Through participation in the STADIEM programme, the selected beneficiaries should have potential to deliver results of higher social and economic impacts, combined with the potential to generate new value into the media & content market and beyond.</p>
Submission & evaluation process:	<p>The open call is broken down in 4 phases:</p> <ul style="list-style-type: none"> Phase 1. Match (2 months),



	<ul style="list-style-type: none"> • Phase 2. Develop (6 months). • Phase 3. Integrate (2 months) • Phase 4. Pilot (4 months) <p>For phase 1, around 40 beneficiaries will be selected to meet and secure a corporate partner for developing a pilot (first Top ranked proposals will be retained).</p> <p>Then, for phase 2, the startups/SMEs who managed to secure a corporate partner during phase 1 will start building and development of the solution. In phase 3, the focus will be on finalizing technical integration and testing with the corporate. Phase 4, is the final stage where the beneficiaries will perform public pilots, demonstrate results, pitch their solutions and get support to access funding.</p> <p>The evaluation of proposals is carried out by the STADIEM Consortium with the assistance of independent experts.</p> <p>The maximum amount of funding that each beneficiary may receive during the STDAIEM call 1 is subject to the identified needs of each applicant and will be defined during the Sub-grant agreement phase (cf. Annex 3 “Guide for applicant”).</p> <p>The submission will be done via the F6S platform:</p> <p>https://www.f6s.com/stadiemopencall/apply</p> <p>The applicants are required to register first a profile at FS6 to be able to submit their proposal.</p>
Further information:	<p>Further details are available at: https://www.stadiem.eu/open-calls/</p>



ANNEX 5 SME CHECKLIST

STADIEM SME CHECKLIST

SME DECLARATION EVALUATING ITS STATUS



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



Declaration on information on the SME qualification

Precise identification of the applicant enterprise

Name or Business name

.....

Address (of registered office)

.....

Registration / VAT number

.....

Names and titles of the principal director(s)

.....

Type of enterprise (see explanatory note)

Tick to indicate which case(s) applies to the applicant enterprise:

- | | |
|--|--|
| <input type="checkbox"/> Autonomous enterprise | In this case the data filled in the box below result from the accounts of the applicant enterprise only. Fill in the declaration only, without annex. |
| <input type="checkbox"/> Partner enterprise | Fill in and attach the annex (and any additional sheets), then complete the declaration by copying the results of the calculations into the box below. |
| <input type="checkbox"/> Linked enterprise | |

Data used to determine the category of enterprise

Calculated according to Article 6 of the Annex to the Commission Recommendation 2003/361/EC on the SME definition.⁹

Reference period (*)		
Headcount (AWU)	Annual turnover (**)	Balance sheet total (**)

(*) 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

(**) EUR 1 000.

Important:

☐ No

⁹ <https://ec.europa.eu/docsroom/documents/42921/attachments/1/translations/en/renditions/native>



Compared to the previous accounting period there is a change regarding the data, which could result in a change of category of the applicant enterprise (micro, small, medium-sized or big enterprise).

☐ **Yes** (in this case fill in and attach a declaration regarding the previous accounting period).

Signature

Name and position of the signatory, being authorised to represent the enterprise:

.....

.....

.....

I declare on my honour the accuracy of this declaration and of any annexes thereto.

Done at

Signature



EXPLANATORY NOTE ON THE TYPES OF ENTERPRISES TAKEN INTO ACCOUNT FOR CALCULATING THE HEADCOUNT AND THE FINANCIAL AMOUNTS¹⁰

I. TYPES OF ENTERPRISES

The definition of an SME¹¹ distinguishes three types of enterprise, according to their relationship in terms of holdings of capital or voting rights or the right to exercise a dominant influence¹².

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%¹³ or more in any other enterprise,
- and is not 25%¹³ or more owned by any enterprise or public body or jointly by several linked enterprises or public bodies, apart from some exceptions¹⁴

¹⁰ The full Guide for SME definition is available here :

<https://ec.europa.eu/docsroom/documents/42921/attachments/1/translations/en/renditions/native>

¹¹ Henceforth in the text, the term "Definition" refers to the Annex to Commission Recommendation 2003/361/EC on the definition of SMEs:

<https://ec.europa.eu/docsroom/documents/42921/attachments/1/translations/en/renditions/native>

¹² Definition, Article 3

¹³ 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)

¹⁴ 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.



- 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 enterprise¹⁵.

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.

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 it¹⁵.

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

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

¹⁵ - 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.

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.



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 accounts¹⁶, 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 UNITS¹⁷

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?

¹⁶ 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).

¹⁷ Definition, Article 5.



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.

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 enterprise¹⁸ (see explanatory note)

Reference period ¹⁹ :			
	Headcount (AWU)	Annual turnover (*)	Balance sheet total (*)
1. Data ¹⁹ of the applicant enterprise or consolidated accounts (copy data from box B(1) in annex B ²⁰)			
2. Proportionally aggregated data ¹⁹ of all partner enterprises (if any) (copy data from box A in annex A)			
3. Added up data ¹⁹ of all linked enterprises (if any) – if not included by consolidation in line 1 (copy data from box B(2) in annex B)			

¹⁸ Definition, Article 6 paragraphs 2 and 3

¹⁹ 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).

²⁰ 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.



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.



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.



PARTNERSHIP SHEET

1. Precise identification of the applicant enterprise

Name or Business name

.....

Address (of registered office)

.....

Registration/VAT number²¹

.....

Names and titles of the principal director(s)²²

.....

2. Raw data regarding that partner enterprise

Reference period			
	Headcount (AWU)	Annual turnover (*)	Balance sheet total (*)
Raw data			
(*) EUR 1 000.			

Reminder: These raw data are derived from the accounts and other data of the partner enterprise, consolidated if they exist. To them are added 100% of the data of enterprises which are linked to this partner enterprise, unless the accounts data of those linked enterprises are already included through consolidation in the accounts of the partner enterprise²³. If necessary, add “linkage sheets” for the enterprises which are not yet included through consolidation.

3. Proportional calculation

- a) Indicate precisely the holding²⁴ of the enterprise drawing up the declaration (or of the linked enterprise via which the relation to the partner enterprise is established) in the partner enterprise to which this sheet relates:

²¹ To be determined by the Member State according to its needs

²² Chairman (CEO), Director-General or equivalent.

²³ Definition, Article 6 paragraph 3, first sub-paragraph

²⁴ 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).



.....
.....
.....
Indicate also the holding of the partner enterprise to which this sheet relates in the enterprise drawing up the declaration (or in the linked enterprise):
.....
.....
.....

- b) The higher of these two holding percentages should be applied to the raw data entered in the previous box. The results of this proportional calculation should be given in the following table:

‘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:

☐ **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 consolidation²⁵.

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.

(**) EUR 1 000.

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) (**)
--	--------------------------------------	----------------------------------	--

²⁵ Definition, Article 6 paragraph 3, second sub-paragraph



1.			
2.			
3.			
4.			
5.			
6.			
7.			
Total			

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

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

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

(**) EUR 1 000.

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.



LINKAGE SHEET

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

1. Precise identification of the applicant enterpriseName or Business name
.....Address (of registered office)
.....Registration/VAT number²⁶
.....Names and titles of the principal director(s)²⁷
.....**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 consolidation²⁸.

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.

²⁶ To be determined by the Member State according to its needs

²⁷ Chairman (CEO), Director-General or equivalent.

²⁸ 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).



ANNEX 7 SUB-GRANT AGREEMENT TEMPLATE

DRAFT THIRD PARTY CONTRACT TEMPLATE

Revision: v.1.0



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



CONTRACTING PARTIES

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

and

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

Hereinafter collectively referred as the “Contracting Parties”.

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

GENERAL PROVISIONS

The European Commission (hereinafter referred as the “EC”) and the Contractor on behalf of the STADIEM Consortium have signed the Grant Agreement no. 957321 for the implementation of the project STARTUP DRIVEN INNOVATION IN EUROPEAN MEDIA (STADIEM) within the framework of the European Union’s Horizon 2020 Research and Innovation programme (the “Grant Agreement”).

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

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

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



ARTICLE 1 - ENTRY INTO FORCE OF THE CONTRACT AND TERMINATION

This Contract shall enter into force on the day of its signature by the last Contracting Party. The termination of the Contract will be subject to the terms and conditions set out in Annex 2 – Guidelines for Applicants.

ARTICLE 2 - OBLIGATIONS AND RESPONSIBILITIES OF THE BENEFICIARY

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

ARTICLE 3 - BREACH OF CONTRACTUAL OBLIGATIONS

In the event the Contractor identifies that the Beneficiary:

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

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

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

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

ARTICLE 4 - FINANCIAL CONTRIBUTION AND FINANCIAL PROVISIONS

1. MAXIMUM FINANCIAL CONTRIBUTION

The maximum financial contribution to be granted by the Contractor to the Beneficiary shall not exceed the amount of € 150,000€.

2. DISTRIBUTION OF THE FINANCIAL CONTRIBUTION

The financial contribution to be granted to the Beneficiary shall be calculated and distributed

in accordance with the provisions of the Guidelines for Applicants (Annex 2).

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

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

3. REQUEST FOR PAYMENT

All payment must be initiated by submission of a payment request by the Beneficiary to the Contracting Party.

To do this, the Beneficiary must submit a valid request for payment with the amount to be paid to the Contracting Party. The payment request shall be made by the Beneficiary using the template delivered by the Contracting Party. Any invoice or any other document requesting payment using another form fully completed shall not be paid and will be sent back to the Beneficiary.

In order to be valid, all request for payment shall include all information requested in Annex 5. The Contracting Party accepts no responsibility for delays in payments incurred by failure of the Beneficiary to provide any of the above information in the submitted request for payment. The Beneficiary will be liable for all bank charges incurred due to incomplete information they might provide. All payment requests regarding this Agreement must be submitted to the Contracting Party within the Period of the STADIEM project, otherwise the sum cannot be paid out. The Contracting Party shall in any case not be liable for any late payment incurred by a change in the financial identification of any Beneficiary.

The payment requests must clearly indicate the lump sum to be paid per Beneficiary. The Beneficiary shall issue the request for payment covering the relevant incubation phases as per the payment schedule defined in Article 4.4. Upon approval, the amount related to the instalment concerned will be transferred to each Beneficiary by the Contracting Party without undue delay. The Contracting Party is entitled to reject the whole or any part of such payment request submitted by the Beneficiary, if any of the eligibility criteria required for payment are not met. The Beneficiaries are responsible for informing the Contracting Party immediately in case of events which prevent completion of the agreed work. The Contracting Party is entitled to recover any payments already paid to a defaulting Beneficiary.

The written payment request must be sent to the Contracting Party at the address indicated in



Annex 5.

Payments by the Contracting Party are considered to have been carried out on the date when they are debited to its account. If the Contracting Party does not pay within the payment deadlines, the Beneficiary is entitled to late-payment interest at the rate applied by the European Central Bank (ECB) for its main refinancing operations in euros ('reference rate'), plus three and a half points. The reference rate is the rate in force on the first day of the month in which the payment deadline expires, as published in the C series of the Official Journal of the European Union. If the late-payment interest is lower than or equal to EUR 200, it will be paid to the Beneficiary only upon request submitted within two months of receiving the late payment. Late-payment interest is not due if all beneficiaries are EU Member States (including regional and local government authorities or other public bodies acting on behalf of a Member State for the purpose of this Agreement). Withholding of payments (See clause 4.2 and in case KPI's are not reached) or payment deadline will not be considered as late payment. Late-payment interest covers the period running from the day following the due date for payment, up to and including the date of payment.

It is the responsibility of the Beneficiary to ensure that she/he is compliant with her/his national legislation.

4. PAYMENTS SCHEDULE

Matchmaking phase

- No financial contribution will be made. Cost to participate in the matchmaking meetings and events will be covered by the contractor up to a maximum of €7000.

Development phase

- 30% of the requested contribution upon approved budget after being selected in the development phase
- 70% of the requested contribution after succesful delivery of the KPI's defined in the develop stage plan

Integration phase

- 30% of the requested contribution upon approved budget after being selected in the integration phase
- 70% of the requested contribution after succesful delivery of the KPI's defined in the integrate stage plan

Pilot phase

- 30% of the requested contribution upon approved budget after being selected in the pilot phase
- 70% of the requested contribution after succesful delivery of the KPI's defined in the pilot stage plan

5. USE OF THE FINANCIAL CONTRIBUTION AND RECOVERY

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

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



Contractor.

ARTICLE 5 - LIABILITY OF THE CONTRACTING PARTIES

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

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

Neither the Contractor nor the EC can be held liable for any acts or omissions of the Beneficiary in relation to this Contract.

There is no joint liability between the Contracting Parties.

ARTICLE 6 - CONFIDENTIALITY

1. PRINCIPLES

All information in whatever form or mode of communication, which is disclosed by the Disclosing Party to a Recipient in connection with the STADIEM project during its implementation and which has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure as confidential information by the Disclosing Party, is “Confidential Information”. With respect to all information of whatever nature or form as is disclosed between the Contracting Parties in connection with the Project and identified in writing as confidential, the terms of this Article shall apply.

2. OBLIGATIONS

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

- I. It will not, during the term of the Project and for a period of five (5) years from the expiration date of the STADIEM Project on 30 September 2023, use any such information for any purpose other than in accordance with the terms of the Contract.
- II. It will, during the term of the Project and for a period of five (5) years from the expiration date of the STADIEM Project on 30 September 2023, treat the same as (and to procure that the same be kept) confidential, provided always that such agreement and undertaking shall not extend to any information which the receiving Party can show:
 - a. Was, at the time of disclosure to the concerned Contracting Party, published or otherwise generally available to the public;
 - b. has, after disclosure to either of the Contracting Parties, been published or become generally available to the public otherwise than through any act or omission on the part of the receiving Party;
 - c. was already in the possession of the receiving Party, without any restrictions on disclosure, at the time of disclosure; or
 - d. was rightfully acquired from others without any undertaking of confidentiality; or



- e. is subsequently independently developed by the receiving Party without use of the information provided by the disclosing party.
- III. it will, during the term of the Project and for a period of five (5) years from the expiration date of the STADIEM Project on 30 December 2023, take the appropriate measures to guarantee the confidentiality of the information provided and the Contractor may request at any time information about these measures and their compliance.
- IV. it may disclose confidential information to their personnel or third parties involved in the action only if they:
 - V. need to know to implement the Contract, and
 - VI. are bound by an obligation of confidentiality.
- VII. In case of breach of the confidential rules hereinabove set, the Contracting Party breaching the confidentiality will remain solely liable towards possible claims.

ARTICLE 7 - DATA PROTECTION

1. DATA PROTECTION OBLIGATIONS

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

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

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

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

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

2. NEW DATA PRODUCED

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

ARTICLE 8 - INTELLECTUAL PROPERTY RIGHTS

1. RESULTS OF THE PROJECT

The results developed during the Project shall be exclusively property of the Beneficiary.



2. OWNERSHIP OF THE DATA

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

ARTICLE 9 - FORCE MAJEURE

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

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

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

ARTICLE 10 - INFORMATION AND COMMUNICATION

A. INFORMATION AND COMMUNICATION TOWARDS THE EC

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

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

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

Any publicity made by the Beneficiary in respect of the project, in whatever form and on or by whatever medium, must specify that it reflects only the author’s views and that the EC is not



liable for any use that may be made of the information contained therein.

The EC may use, for its communication and publicising activities, information relating to the action, documents notably summaries for publication and public deliverables as well as any other material, such as pictures or audio-visual material received from any beneficiary (including in electronic form). The right to use a beneficiary's materials, documents and information includes: (a) use for its own purposes (in particular, making them available to persons working for the EC or any other EU institution, body, office or agency or body or institutions in EU Member States; and copying or reproducing them in whole or in part, in unlimited numbers); (b) distribution to the public (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes); (c) editing or redrafting for communication and publicising activities (including shortening, summarising, inserting other elements (such as meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation); (d) translation; (e) giving access in response to individual requests under Regulation No 1049/200127, without the right to reproduce or exploit; (f) storage in paper, electronic or other form; (g) archiving, in line with applicable document-management rules, and (h) the right to authorise third parties to act on its behalf or sub-license the modes of use set out in Points (b), (c), (d) and (f) to third parties if needed for the communication and publicising activities of the EC.

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

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

B. INFORMATION AND COMMUNICATION AMONG THE CONTRACTING PARTIES

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

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

ARTICLE 11 - FINANCIAL AUDITS AND CONTROLS

The EC may, at any time during the implementation of the Project and up to five years after the end of the STADIEM project (foreseen for 28 February 2024), arrange for financial audits to be carried out, by external auditors, or by the EC services themselves including the European Anti-Fraud office (OLAF) and the European Court of Auditors (ECA), on the Beneficiary. The audit procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the EC. Such audits may cover financial, systemic and other aspects (such as accounting and management principles) relating to the proper execution of the Grant Agreement. They shall be carried out on a confidential basis.

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



The Beneficiary shall keep the originals or, in exceptional cases, duly authenticated copies – including electronic copies - of all documents relating to the Contract until 2029. These shall be made available to the EC where requested during any audit under the Grant Agreement.

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

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

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

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

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

ARTICLE 12 - ASSIGNMENT AND SUBCONTRACTING

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

ARTICLE 13 - LANGUAGE

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

ARTICLE 14 - AMENDMENTS

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

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

ARTICLE 15 - APPLICABLE LAW

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

ARTICLE 16 - SETTLEMENT OF DISPUTES

If the Contracting Parties are unable to resolve a dispute amicably, such dispute will be finally



settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator in Brussels.

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

The seat of arbitration shall be Brussels.

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

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

AS WITNESS:

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

For the VLAAMSE RADIO- EN TELEVISIEOMROEPORGANISATIE NV

Mr Stijn Lehaen

General Director Technology & Innovation

Signature

Done at Brussels on _____

For [ORGANISATION_NAME]

Mr/Ms [NAME SURNAME]

[POSITION_IN_ORGANISATION] (if organisation)

Signature

Done at [Place] on [Date]



ANNEX 8 BANK ACCOUNT INFORMATION

BANK ACCOUNT INFORMATION



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



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	
Postcode	
Town/City	
Country	
Contact Person	
It does not need to be an authorised agent.	
Telephone	
Phone	

BANK ACCOUNT INFORMATION

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

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