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**ANNEX IV**

***Draft version of the Grant Agreement***  
**to be signed with awarded rural tourism SMEs**

The Parties to this Grant Agreement are:

EuroCluster Rural Tourism (ECRT)'s Partner

Organization Name: *(Name of organisation)*

Represented by: *(Name of the legal representative, position within the company)*

As ECRT project's authorised partner *(The Authority)*

And

The Company: *(Name of the awarded applicant company)*

Represented by: *(Name of the legal representative, position within the company)*

As beneficiary of the Grant *(The Grantee)*



## 1. Introduction and Definitions

1.1 This Grant Agreement contains the terms on which grant funding is provided to the Grantee for the Project.

## 2. Grant Offer

2.1 The Authority offers to pay the Grantee the grant funding set out in this Grant Agreement on condition that the Grantee complies fully with the terms of this Grant Agreement.

2.2 The Grantee acknowledges that the Authority agrees to provide funding only for the amount, period and purposes set out in this Grant Agreement.

## 3. Purpose of the Grant

3.1 The beneficiary SMEs will receive a direct equity-free funding under the form of Grant for the receiving a service pack valued at (*amount that applies for the SME*) that will enable them to design and develop a new Tourism product for international markets by integrating digital, sustainable and socio-cultural improvements into their business. The Grantee will be guided during project implementation to choose and improve at least 4 out of the 12 action areas, that preferably address at least 1 from each field (digital, green and sustainable, and soft/social).

DIGITAL (Digitalization of the processes in SMEs, Digital marketing and promotion, Marketing intelligence, data analysis, marketing strategy based on data);

GREEN and SUSTAINABLE (Sustainable management practices for SMEs, CO2 management and reduction to address climate change, Sustainable mobility, Gastronomy and food based on local supply chains);

SOFT / SOCIAL (Social-cultural skills (attend visitors from different cultural background), Experience generation for visitors (includes development of corresponding products), Inclusive Tourism / Visitors with special needs, Integration with the local community, Interpretation techniques for cultural, historic, natural etc. resources).

3.2 The Grantee accepts responsibility for the proper use and administration of all funding provided under this Grant Agreement and undertakes to use such funding only for the purpose



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of carrying out the Project in accordance with the Project outputs and activities set out in the submitted Application Form.

3.3 The Grant must not be used to support other activities.

3.4 The Grantee agrees and accepts that it will not apply for duplicate funding (included other European SMP-COSME-2021-CLUSTER call), in respect of any part of the Funded Activities or any related administration costs that the Authority is funding in full under this Grant Agreement and that it may be prosecuted for fraud should it dishonestly and intentionally make such an application.

#### **4. Grant Funding Period**

4.1 The grant funding period is from [Start Date] to [End Date].

4.2 Project Implementation will begin on the day after the last of the two Parties signs this Grant Agreement.

4.3 For this Agreement to be signed, the Grantee should have selected an appropriate and competent Assistance Service Provider (ASP). All ASPs involved must be accredited by the Authority for the grant to be justified.

#### **5. Amount of the Grant**

The Authority will provide the cost of the service pack valued a xxx EUROS in line with the Call for SMEs specifications.

#### **6. Timing of Grant payments**

6.1 The Grantee will receive the Financial Support from the Authority in one or two instalments. In case of one instalment, the Grantee will receive 100% of Financial Support at the end of the support period and upon receipt of the Final Report. In case of two instalments, the payment will be divided into the following phases:



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Interim payment: 40% upon the submission of the interim report (not later than month 3) and within 15 days after its approval;

The SME needs to confirm the completion of Phase 1 actions (interim report):

- participation at initial national / regional meeting;
- self-assessment and preparation of new product outline;
- audit visit, report, improvement plan.

Final payment: 60% (upon the successful completion of the service pack and the submission of the final report -month 6- and within 30 days after its approval).

The SME needs to confirm the completion of Phase 2 actions (final report):

- implementation of the improvement plan;
- public visibility of the new product that was created through this plan;
- second audit visit, final report;
- final meeting and discussion of results of the support action amongst all assisted SMEs.

6.2 The Authority will not authorise any payment unless the Grantee has:

- (a) signed and returned a copy of this Grant Agreement to the Authority;
- (b) agreed to comply with the terms of this Grant Agreement, including the reporting requirements.

6.3 The Authority reserves the right to withhold all or any payments of the grant funding if it has reasonably requested information and/or documentation from the Grantee and this has not been provided to the Authority within the timescales reasonably required.

## **7. Reduction and Recovery of Grant**

7.1 Without prejudice to the Authority's other rights and remedies, the Authority may withhold or suspend payment of any grant funding due to the Grantee in case of non-compliance with the present Agreement.



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7.2 If the Grantee fails to comply with any of the terms of this Agreement, the Authority may require that all or part of the grant funding be repaid.

7.3 If the Authority detects false reporting, fraud, any other situation that invalidates the justification of grant payments received by the SME or determines to terminate the project for reasons according to <1.8.5> below, it is entitled to immediately stop any further possible pending payments and require from the Grantee that unjustified amounts are repaid.

## **8. Managing the Grant**

### *Reporting*

8.1 The Grantee will receive and fill up two templates for the technical reports during the Funding Period starting from *Start Date*:

ECRT\_Technical - Interim Report at month 3 containing all data described in part 6; and,

ECRT\_Technical - Final Report at month 6 containing all data as described in part 6;

The Authority will only make the final grant payment when the Final Report has been submitted to the Authority, in the format requested and with all the information that is required.

### *Monitoring and Evaluation*

8.2 The Authority will monitor the progress of the Project throughout the Funding Period and reserves the right to carry out Evaluation Visits, after giving reasonable notice.

8.3 The method and timing of the Evaluation Visit, and the Evaluation of the Project, will be at the Authority's discretion.

8.4 The Grantee will make staff available to meet with, answer questions and provide management information to the Authority or the evaluator appointed by the Authority.

8.5 The Authority and the Grantee will undertake a joint review of the Project if the Authority considers it necessary to refocus the Project outputs. If, at any stage, the Project outputs are not achieving the agreed objectives, impact and delivery, the Authority may terminate the Project.



8.6 If the Authority requests information from the Grantee about the use of grant funding provided under this Grant Agreement for procurement, the Grantee will provide sufficient information to show that its procurement processes are transparent, fair, allow for competition and were cost-effective, according to the national procurement law and subcontracting procedures related to public funding.

## 9. Confidentiality

Each Party will treat the other's information as confidential, keep it safe and not disclose it to a third person without the original owner's prior written consent unless disclosure is expressly permitted by this Grant Agreement.

### 9.1 Sensitive information

The parties must keep confidential any data, documents or other material (in any form) that is identified as sensitive in writing ('sensitive information') — during the implementation of the action.

Unless otherwise agreed between the parties, they may use sensitive information only to implement the Agreement.

The SME beneficiaries may disclose sensitive information to their personnel or other participants involved in the action only if they:

- (a) need to know it in order to implement the Agreement and
- (b) are bound by an obligation of confidentiality.

It may disclose sensitive information to third parties, if:

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

The confidentiality obligations no longer apply if:

- (a) the disclosing party agrees to release the other party
- (b) the information becomes publicly available, without breaching any confidentiality obligation
- (c) the disclosure of the sensitive information is required by EU, international or national law.

### 9.2 Classified information



The parties must handle classified information in accordance with the applicable EU, international or national law on classified information (in particular, Decision 2015/44417 and its implementing rules).

Deliverables which contain classified information must be submitted according to special procedures agreed with the granting authority.

Action tasks involving classified information may be subcontracted only after explicit approval (in writing) from the consortium.

Classified information may not be disclosed to any third party (including participants involved in the action implementation) without prior explicit written approval from the consortium.

### *9.3 Consequences of non-compliance*

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced.

## **10. Visibility – European Flag and Funding Statement**

10.1 The Grantee shall acknowledge the grant funding provided by the Authority for the Project in materials produced during the Funding Period and at related public events unless the Authority directs otherwise. Where the Authority directs that its funding must not be acknowledged, the Grantee will comply with this instruction.

10.2 The Grantee must consult the Authority regarding the content of any promotion or publicity regarding the Project [particularly if it proposes to use any of the Authority's branding or logos] and is obliged to obtain the Authority's written consent before using any such content. On the other hand, the Grantee must ensure the promotion and visibility of the European flag as well as the ECRT logo.

10.3 The emblem provided by Consortium Partner to the Grantee will need to remain distinct and separate and cannot be modified by adding other visual marks, brands or text.

10.4 The Grantee shall include the following text in all documents as well as dissemination activities: "This project has indirectly received funding from the European Innovation Council and SMEs Executive Agency (EISMEA), entrusted by the European Commission COSME Programme, via an Open Call issued and executed under project SMP-COSME-2021-CLUSTER ECRT PROJECT". In fact, the Grantee must ensure that all project publications and similar



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include a proper acknowledgment referring to ECRT as co-funded by the COSME Programme of the European Union, and to the respective Funding Organization.

10.5 Consequences of non-compliance: if the Grantee breaches any of its obligations under this Article, the grant may be cancelled.

## **11. Amendment of this Grant Agreement**

11.1 This Grant Agreement may be amended only by written agreement of the Parties and such amendments must be recorded in writing, signed by both Parties and attached to the signed original of this Grant Agreement.

## **12. Liability**

12.1 The Authority will be not responsible for any false declaration made or undersigned by the Grantee; the Grantee will be the only responsible legally and financially shall it be found guilty of false declarations and statements regarding the company, its nature, business and all related information.

12.2 Except in case of force majeure, the Grantee must refund the ECRT consortium for any damage it sustains as a result of the implementation of the action or because the action was not implemented in full compliance with the Agreement. This compensation will be done with a partial or total refund of the lump sum awarded that was contracted.

## **13. Force Majeure**

13.1 'Force majeure' means any situation or event that:

- prevents either party from fulfilling their obligations under the Agreement;
- was an unforeseeable, exceptional situation and beyond the parties' control;





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- was not due to error or negligence on their part (or on the part of third parties involved in the action), and;
  - proves to be inevitable in spite of exercising all due diligence.

## 14. Payment Arrangements

14.1. Bank account for payments: The payments to the Grantee will be made to the following bank account, an official bank certificate containing below data has to be provided:

- Name of bank: *[insert the name Bank account reference (IBAN and BIC codes)]*
- Full name of the account holder: *[insert the full name]* The name of the account holder must be identical to the one of the beneficiary of this grant agreement.
- IBAN code: *[insert the IBAN code]*

### 14.2 Costs of payment transfers

- the beneficiary bears the cost of transfers charged by its bank;
- the party causing a repetition of a transfer bears all costs of the repeated transfer.

## 15. Settlement of Disputes

15.1 The parties shall endeavour to settle their disputes amicably. If, and to the extent that, any such dispute, controversy, or claim has not been settled amicably, the court of the nationality of the Authority shall have exclusive jurisdiction. Nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.

## 16. Conflict of interests

### 16.1 Conflict of interests



The beneficiary SMEs must take all measures to prevent any situation where the impartial and objective implementation of the Agreement could be compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect interest ('conflict of interests').

They must formally notify the Consortium without delay of any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation.

#### *16.2 Consequences of non-compliance*

If a beneficiary SME breaches any of its obligations under this Article, the grant may be reduced and the grant or the beneficiary may be terminated.

## **17. Ethics and Values**

#### *17.1 Ethics*

The action must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles.

#### *17.2 Values*

The beneficiaries must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).

#### *17.3 Consequences of non-compliance*

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced

## **18. General information obligations**

#### *18.1 Information requests*

The beneficiaries must provide — during the action or afterwards — any information requested in order to verify the proper implementation of the action and compliance with the other obligations under the Agreement.

The information provided must be accurate, precise, and complete and in the format requested, including electronic format.

#### *18.2 Participant Register data updates*



The beneficiaries must keep — at all times, during the action or afterwards — their information provided to the Consortium up to date, in particular, their name, address, legal representatives, legal form and organisation type.

### *18.3 Information about events and circumstances which impact the action*

The beneficiaries must immediately inform the granting authority (the Consortium) of the following:

- (a) events which are likely to affect or delay the implementation of the action or affect the EU's financial interests, in particular:
  - (i) changes in their legal, financial, technical, organisational or ownership situation (including changes linked to one of the exclusion grounds listed in the declaration of honour signed before grant signature)
  - (b) circumstances affecting:
    - (i) the decision to award the grant or
    - (ii) compliance with requirements under the Agreement.

### *18.4 Consequences of non-compliance*

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced

## **19. Record keeping**

### *19.1 Keeping records and supporting documents*

The beneficiaries must keep adequate records and other supporting documents to prove the proper implementation of the action as described in art. 1.6 and in line with the accepted standards in the respective field (if any). The beneficiaries must keep any adequate records and supporting documents to prove that their cost accounting practices have been applied in a consistent manner, based on objective criteria, regardless of the source of funding, and that they comply with the eligibility conditions set out in the Call for SMEs.

The records and supporting documents must be made available upon request or in the context of checks, reviews, audits or investigations .

If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement the beneficiaries must keep these records and other supporting documentation until the end of these procedures.

The beneficiaries must keep the original documents. Digital and digitalised documents are considered originals if they are authorised by the applicable national law. The granting authority may accept non-original documents if they offer a comparable level of assurance.



For the Authority:

Full Name:

Signature:

Company name:

Date:

For the Grantee:

Full Name:

Signature:

Company Name:

Date: