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# EIC ACCESS+

# FSTP AGREEMENT

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*Organisation name*

*Id\_xx*

**Project Acronym:** EIC ACCESS+

**Number:** 101167739

**Call:** HORIZON-EIC-2023-PARTNERS-01

**Type of action:** HORIZON Coordination and Support Actions

Consortium Partners:



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## Contracting Parties

INNOVA S.R.L., established in Rome Via Giacomo Peroni 386, 00186 Rome, Italy, VAT number: 05066661009, represented to sign the present FSTP Agreement by Aleardo Furlani, acting as CEO of the company with powers delegated by the EIC ACCESS+ Consortium partners to sign,

Hereinafter referred to as the "Contractor"

<Company\_Name>, a Company organised under the laws of <Country>, established in <full address>, with VAT number <.....> and PIC N. <....>, duly represented by <name\_surname>, <role>,

Hereinafter referred to as the "Applicant"

All parties hereinafter collectively referred to as the "Contracting Parties" have agreed to the following terms and conditions, including those in the following Annexes, which form an integral part of this agreement.

## General Provisions

The European Innovation Council and SMEs Executive Agency (EISMEA) (hereinafter referred to as the "EISMEA") and the Contractor, as a member of the EIC ACCESS+ project consortium, have signed the Grant Agreement N°. 101167739 for the implementation of the project "Advancing Cross-border Coaching and Economic support for Specialised Services" (Acronym: EIC ACCESSplus) within the framework of the Programme HORIZON-EIC-2023-PARTNERS-01.

EIC ACCESS+ aims to help EIC support scheme beneficiaries, both EIC Awardees and Seal of Excellence holders (under Horizon Europe), to access specialised services listed in the EIC Service Catalogue, by offering financial support to partially cover the services price and facilitating the delivery of tailored assistance to address the unique scaling challenges of deep tech European innovators. The financial support consists of a lump-sum (grant) to reimburse costs supported by applicants to access the EIC Service Catalogue. The total funds assigned by the EISMEA to support beneficiaries amount to € 3.45 million.

## Article 1 - FSTP Agreement Object

The applicant has been admitted to the financial support after submitting the application Id\_xx to the EIC ACCESS+ Open Call V1.0 and therefore is entitled to receive the grant to access the EIC Service Catalogue according to the terms and conditions set out under the Call.

This agreement aims to define the framework of rights and obligations of the Parties to ensure the FSTP scheme implementation.

The funding received by the Applicant, with the present agreement, is the property of the EISMEA. The Contractor is the mere holder and manager of the funds.

## Article 2 – Entry Into Force and Termination of the Agreement

This Agreement shall enter into force on the day of the Contractor's signature. The Agreement terminates on xx/xx/xxxx.

The Contractor may terminate this Agreement before its deadline under the terms and conditions of the present FSTP Agreement. The Applicant expressly agrees and acknowledges such a right to the Contractor.

## Article 3 – Applicant Obligations and Conflicts of Interests

The Applicant's obligations and responsibilities are defined in this Agreement and its Annexes.

As a rule, the Applicant shall ensure compliance with and respect for the HORIZON EUROPE principles, which are an integral part of this agreement.

The Applicant shall take every necessary precaution to avoid any risk of conflict of interest between itself and the service provider, chosen among the ones in the EIC Service Catalogue.

The Applicant must ensure that between him and the service provider, direct and indirect economic links do not exist, as well as personal interests or any other interests liable to influence the impartial and objective selection of the service provider and the execution of activities relating to the service selected.

In case the Applicant is involved in a conflict of interest or a risk of conflict of interest, the Applicant must formally notify the Contractor without delay to ensure a prompt assessment of the case.

Breaches of this article may lead to the immediate termination of the Agreement by the Contractor.

## Article 4 – Breach of Contractual Obligations

In the event of the breach of the contractual obligations by the Applicant, the Contractor reserves the right to claim from the Applicant the full refund of all payments received until that date. The breach of the contractual obligations by the Applicant shall be determined by the EIC ACCESS+ Team in charge of the call management and shall be formally communicated in writing to the Applicant by the Coordinator. No execution of the services by the service provider in the contractual period and/or no evidence of the

deliverables and outcomes expected from the service supply (unless in the case of Force Majeure) shall be deemed as a breach of the contractual obligations by the Applicant. The provision of false or misleading declarations by the Beneficiaries or any unsolved situation of conflict of interest also constitutes examples of breach of contractual obligations by the Applicant.

## Article 5 – Financial Contribution

### 5.1 Financial Contribution and Payments Distribution

The financial contribution to be granted to the Applicant shall be calculated and distributed under the provisions of the EIC ACCESS+ Open Call text. The maximum financial contribution cannot exceed 50% of the cost paid by the Applicant to the service provider (VAT excluded), which is € xx,000.00 (xxxx Thousand Euros). Therefore, the grant amounts to € xx,000.00 (xxx Thousand Euros)

The grant can be paid in one or two instalments .....

The payment is subject to the following conditions:

1. The existence of a service contract between the service provider and the Applicant.
2. The pre-financing payment, if it is due, will be made upon receiving the payment request.
3. The final payment will be made upon receiving a copy of the Service Provider invoice.
4. The final payment will be made upon receiving the technical report describing the service supplied and the achieved results.
5. The final payment will be made upon filling in the satisfaction questionnaire on the service quality.

The Contractor will provide the templates for either the technical report or the satisfaction questionnaire.

The Contractor will make payments to applicants until FSTP funds are available during the appropriate payment period.

Banking and transaction costs charged by any of the banks related to the handling of any financial resources made available to the Beneficiaries shall be covered by the holder of the bank account which originated the cost. This means that the EIC ACCESS+ bears the cost of transfers charged by its bank, and the Applicant bears the cost of transfers charged by its bank.

Payments will be released no later than fifteen (15) natural days after the notification by the Contractor that the administrative checks have been positively completed.

The Applicant is responsible for complying with any tax and legal obligations that might be related to the financial contribution.

## 5.2 Use of the Financial Contribution and Recovery

The Applicant commits to making proper use of the funding by the EIC ACCESS+ Open Call conditions.

If, because of an audit, the European Commission will recover financial contributions made to the Applicant under this Agreement, due to the grant misuse, the Applicant is obliged to repay such an amount to the EIC ACCESS+ Contractor without any delay.

## Article 6 – Liability of the Parties

Neither the Contractor nor the European Commission can be held liable for any acts or omissions of the Applicant regarding this Contract. At the same time, the Applicant is responsible for any act or omission that causes damage to the Contractor and/or the Funding Authority under this Contract. The Applicant shall bear the sole responsibility for ensuring that its acts within the framework of this Contract do not infringe third parties' rights. There is no joint liability between the Contracting Parties.

## Article 7 – Data Protection

The Contracting Parties comply with the Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR) of the European Parliament, relating to personal data processing and disposal. By subscribing to this agreement, the Applicant consents to the personal data collection and processing by the EIC ACCESS+ Team members for the agreement. Data will be retained for 5 years after the contract signature.

## Article 8 – Intellectual Property Rights

Intellectual Property Rights issues will be negotiated and agreed upon between the Beneficiary and the service provider. EIC ACCESS+ Team will not take part in the IPRs management among the parties, whose finalisation is not binding to access the grant.

## Article 9– Force Majeure

“Force Majeure” shall mean any unforeseeable exceptional situation or event beyond the Parties' control, which prevents either of them from fulfilling any of their obligations under the Agreement, which was not attributable to error or negligence on their part, and which proves to be inevitable despite exercising all due diligence. Any default in the service provision cannot be invoked as Force Majeure.

Neither of the Parties shall be in breach of its obligations and tasks if such breach is caused by Force Majeure.

The Applicant must notify in the shortest time the EIC ACCESS+ Team of the “Force Majeure” situation and, in case it is not able to overcome the consequences within thirty

(30) calendar days after such notification, the EIC ACCESS+ Team will decide accordingly, including the termination of the Agreement.

## Article 10 – Communication between the Parties

Any notice to be given under this Agreement shall be made in writing to the addresses and recipients listed below:

For the EIC ACCESS+ contractor:

Name:

Position:

Address:

Email:

For the Applicant:

Name:

Position:

Address:

Tel:

Email:

Any change of persons or contact details shall be notified immediately to the EIC ACCESS+ Team.

## Article 11 – Language

This Agreement is drawn in English. This is the language which shall govern all documents exchanged by the parties.

## Article 12 – Amendments

Amendments or changes to this Agreement shall be made in writing and signed by the duly authorised representative of the Parties. Nevertheless, in the event the Funding Authority modifies the conditions of the EIC ACCESS+ project, the ACCESS+ Team shall have the right to amend the Agreement accordingly.

## Article 13 – Disputes and Applicable Law

This Agreement will be governed by the laws of Belgium.

Parties shall endeavour to settle their disputes amicably. Disputes concerning the Agreement's interpretation, application or validity that cannot be settled amicably will be brought to the courts of Brussels.

## Article 14 – Signature

The Parties expressly agree that this Agreement is signed using a signature, which is legally recognized within the EU and Associated countries.

AS WITNESS:

For the contractor

Organisation name: INNOVA Srl (delegated by the EIC ACCESS+ Consortium)

Mr:

Role:

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Signature

For the applicant

Organisation name:

Mrs/Mr:

Role:

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Signature





## **ANNEX 1 - Application**



## **ANNEX 2 - Contract between the Applicant and the service provider**



## ANNEX 3 - Declaration of Honour