
EIC ACCESS+ FSTP AGREEMENT

Organisation name
Id_xx

Project Acronym: EIC ACCESS+

Number: 101167739

Call: HORIZON-EIC-2023-PARTNERS-01

Type of action: HORIZON Coordination and Support Actions

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Contracting Parties

INNOVA S.R.L., established in Rome, Via Giacomo Peroni 386, 00186 Rome, Italy, VAT number: 05066661009, represented by Antonio Zangrilli, authorised to sign the present Financial Support to Third Party (FSTP) Agreement on behalf of the EIC ACCESS+ Consortium partners,

Hereinafter referred to as the "Contractor"

<Company_Name>, 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 "Parties" have agreed to the following terms and conditions.

General Provisions

The European Innovation Council and SMEs Executive Agency (EISMEA) (hereinafter referred to as the "EISMEA") and the Contractor, as a partner 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+ helps EIC support scheme beneficiaries¹ to access specialised services listed in the EIC Service Catalogue, by offering financial support to partially cover the service's 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

Give that:

- a) The Applicant was admitted to the financial support after submitting the application Id_172, which was approved by the EIC ACCESS+ Committee
- b) The Applicant delivered the Declaration of Honour, where it is certified that there is no conflict of interest with the selected service provider

¹ See [EIC ACCESS+ Open Call](#) on the project website for references.

- c) The Applicant delivered to the EIC ACCESS+ Team a copy of the contract stipulated with the selected service provider

Following the EIC ACCESS+ Open Call statements, the Applicant is entitled to receive the grant to access the EIC Service Catalogue according to the terms and conditions set out under the EIC ACCESS+ Open Call.

This FSTP Agreement (Agreement) aims to define the framework of rights and obligations of the Parties to ensure the implementation of the EIC ACCESS+ funding scheme.

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 Agreement Termination

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

Article 3 – Applicant Obligations and Conflicts of Interest

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, which is selected from the EIC Service Catalogue.

The Applicant must ensure that between it 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.

If the Applicant is involved in, or at risk of a 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 Applicant or any unresolved situation of conflict of interest also constitutes an example of breach of contractual obligations by the Applicant.

Article 5 – Financial Contribution

Article 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 is paid in two instalments as follows: i) 50% as prefinancing; and ii) 50% as final payment, after the service ends.

The grant is paid after the service delivery, and....

The payment is subject to the following conditions:

- The existence of a service contract between the service provider and the Applicant.
- The pre-financing payment, if due, will be made upon receiving the payment request.
- The final payment will be made upon receiving a copy of the Service Provider invoice/s, as well as upon receiving the final payment request.
- The final payment will be made upon filling in the survey on the service quality.

The Contractor will make payments to applicants until EIC ACCESS+ 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 completed positively.

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

Article 5.2 - Use of the Financial Contribution and Recovery

The Applicant commits to making proper use of the funding under 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 – Parties' Liability

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 Parties.

The applicant must keep the documents and technical reports demonstrating the work performed by the service provider and make them available upon request to either the Contractor or the European Innovation Council and SMEs Executive Agency (EISMEA), which is the EIC ACCESS+ funding authority.

Article 7 – Data Protection

The Parties comply with 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 Applicant and the service provider. EIC ACCESS+ Team will not take part in the IPRs management among the parties, whose finalisation is not binding on access to 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 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 – Parties’ Communication

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: Antonio Zangrilli
Position: EIC ACCESS+ project manager
Email: fstpagreement@eicaccessplus.eu

For the Applicant:

Name:
Position:
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 – Parties' Signatures

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

A) For the contractor,

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

Mr. Antonio Zangrilli

Role: Delegate to sign

Signature

B) For the applicant

Organisation name:

Mrs/Mr.:

Role:

Signature