



Annex II

DECLARATIONS FORM

Information concerning other EU grants for this project	YES/NO
Please note that there is a strict prohibition of double funding from the EU budget (except under EU Synergies actions). We confirm that, to our best knowledge, neither the application as a whole nor any parts of it have benefitted from any other EU SMP-COSME-2021-CLUSTER grant. If NO, explain and provide details.	
We hereby declare that the information provided is true and correct. We also understand that any wilful dishonesty may render for refusal of this application.	
We hereby declare that our company is not bankrupt, subject to insolvency or winding up procedures, its assets are not being administered by a liquidator or by a court, it is not in an arrangement with creditors, its business activities are not suspended, or it is not in any analogous situation arising from a similar procedure provided under national legislation or regulations.	
We confirm that our company is not part of a bigger group of enterprises (such as holdings or similar);.	
We have the adequate legal capacity to participate in the Call for Proposals and especially to submit all required documents.	
Any person legally authorised to represent it has not been involved in fraud, corruption, cooperation with a criminal organisation, money laundering or other illegal activity.	
We declare that our company is not subject to a conflict of interest.	

By signing this declaration, I hereby declare that I have read and accepted terms and conditions set out in this Call for Proposals and its annexes; I have read and accepted the [Guidelines for Awarding Financial Support to Third Parties \(Tourism SMEs\)](#) of the COSME Programme, I have read the Confidentiality and Communication rules applicable to this Call for Proposals;

Date

Name.....



ANNEX III

EVALUATION FORM

COMPANY NAME				
EVALUATOR NAME			SIGNATURE	
DATE				
RESULT SCORE	PART A		PART B	

PART A Proposal Evaluation Criteria	Max. score
A. Quality of the proposal General description of the company, achievements, actual needs with respect to the transition to a digital and green economy and to a more eco-sustainable tourism offer.	30
Comments	
B. Innovation potential of the proposal The consistency of the problems selected and the selection of innovative solutions to address it.	20
Comments	
C. Impact of the proposal How the improvements will drive the green and digital transition of the SME.	20
Comments	
D. Implementation potential The consistency of the problem described and the fit with the selected plan for improvement; capacity issues, challenges.	15



Comments	
E. Management expertise of project The background expertise and vitality of the SME, the profiles of the core person or team	15
Comments	
F. All 3 fields of support are covered in the proposal At least 1 action from each field (digital, green and sustainable, and soft/social) is selected.	15
Comments	
TOTAL AT LEAST 60	

PART B Business Evaluation Criteria	Score (1-5)
Enterprise viability: Does the company demonstrate a competitive advantage? Is it financially and commercially viable, and does it possess the management and financial resources to absorb project intervention? Score: (Minimum threshold is 3 out 5)	
Comments	
Business benefit : Does the intervention reflect the management strategy and vision and will the expected outputs bring further expansion of the business? (Minimum threshold is 3 out 5)	
Comments	
Capacity / Skills: Which is the level of current technical skills to implement new projects and ideas proposed by the experts: In case the SME does not have them, what actions/ideas are proposed to offset this lack of skills internally? Level of business	



networking skills, especially the affiliation to local, regional or national professional bodies(Minimum threshold is 3 out 5)	
Comments	
<p>Scoring options:</p> <p>0: No information is available to address the criterion under examination or cannot be judged due to missing or incomplete information;</p> <p>1 Poor: The criterion is addressed in an inadequate manner, or there are serious inherent weaknesses;</p> <p>2 Fair: While information regarding the criterion is provided, there are significant weaknesses;</p> <p>3 Good: The business addresses the criterion well, although improvements would be necessary;</p> <p>4 Very good: The business addresses the criterion very well, although certain improvements are still possible;</p> <p>5 Excellent: The business successfully addresses all relevant aspects of the criterion in question. Any shortcomings are minor.</p>	



ANNEX IV

Draft 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



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

The Grantee will receive the Financial Support from the Authority in one or two installments. In case of one installment, 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 installments, the payment will be divided into the following phases:

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):



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- 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 though 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 and/or require the Grantee to repay any Unspent Money if any of the events set out in clause 7.5 and clause 18 arise.

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 <8.7> 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

8.4 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.

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

8.6 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.

8.7 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.

8.8 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. Records to be kept

9.1 The Grantee will ensure that all original documents justifying the implementation of the actions as listed above for interim and final report are retained for a period of six (6) years after the end of this Grant Agreement and will provide these to the Authority, if requested, within this period.

10. Confidentiality

10.1 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.

10.2 The Grantee may disclose the Authority's Confidential Information to its Staff who are directly involved in the implementation of the Project and who need to know the information. Where it makes such disclosure, the Grantee will ensure that such Staff are:

- (a) aware of and comply with the confidentiality obligations under this Grant Agreement; and
- (b) do not use any of the Authority's Confidential information that is received for purposes other than the implementation of the Project and in line with this Grant Agreement.

11. Publicity – Acknowledgement of COSME Program Co-Financing

11.1 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.

11.2 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 EU Commission logo as well as the ECRT logo.



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

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

12. Amendment of this Grant Agreement

12.1 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.

13. Liability

13.1 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.

13.2 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.

14. Force Majeure

14.1 ‘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.

15. Payment Arrangements

15.1. 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]*

15.2 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.

16. Processing of Personal Data

16.1. Processing of personal data by the Grantee

- The Grantee must process personal data under the Agreement in compliance with applicable EU and national law on data protection (including authorizations or notification requirements).
- The Grantee may grant their personnel access only to data that is strictly necessary for implementing, managing and monitoring the Agreement.

17. Settlement of Disputes

17.1 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.



**EuroCluster
Rural
Tourism**



For the Authority:

Full Name:

Signature:

Company name:

Date:

For the Grantee:

Full Name:

Signature:

Company Name:

Date: