



# RESIST

## OPEN CALL TO RECEIVE CASCADE FUNDING FOR **INNOVATION PROJECTS**

### **Guide for Applicants**



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## Table of Contents

1. Objective of the Open Call .....	3
2. Who can apply? .....	3
3. Conditions and specifications of the Open Call .....	3
4. RESIST Open Call 1 <sup>st</sup> cut-off .....	4
4.1 Description .....	4
4.2 OpenCall 1 <sup>st</sup> cut-off timeline .....	4
5. Financial support.....	4
6. Open Call Topic .....	5
7. Eligibility criteria .....	6
8. Award criteria .....	6
9. Application .....	8
9.1 Platform .....	8
9.2 Mandatory documents .....	8
9.3 Conditions for the application .....	8
10. Evaluation Process .....	9
11. Annexes .....	11

## 1. Objective of the Open Call

The objective of this call is to provide financial support to European SMEs, start-ups and/or mid-cap companies working in the Mobility, Transport and Automotive ecosystem (MTA), so they can develop more sustainable production tools leading to economic success and resilience improvement in the face of future market changes and crisis. The outlined tools could be applied to enhance, for example, energy consumption, water consumption, or waste avoidance during the design (and production) of their machines. To do this, the RESIST Eurocluster will provide cascade fundings to distribute public funds and generate opportunities for SMEs, start-ups and/or mid-cap companies, in the adoption or development of digital technologies.

RESIST project aims to implement innovation projects. Innovation meaning improved technologies and processes in production for higher resilience with the aim of reducing ecological impacts in Mobility, Transport and Automotive ecosystem. We are implementing two Open Calls cut-off in order to enable beneficiaries that want to submit a proposal but are not ready for the first cut-off to apply to the second cut-off without building a new proposal. One is opening the 19th of April 2023.

A total of about 15 – 20 projects and 25– 30 SMEs start-ups and/or mid-cap companies are funded under the two OpenCall cut-offs. Up to 15 projects will be funded for the first cut-off and up to 15 for the second, depending on the number of projects funded for the first cut-off.

## 2. Who can apply?

The beneficiaries of this Open Call are European SMEs, start-ups and/or mid-cap companies from the Mobility, Transport and Automotive ecosystem, established in EU Member States and SMP countries ([https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/smp/guidance/list-3rd-country-participation\\_smp\\_en.pdf](https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/smp/guidance/list-3rd-country-participation_smp_en.pdf))

## 3. Conditions and specifications of the Open Call

- Beneficiaries can apply for this Open Call as a consortium or individually.
- For projects with a consortium of several eligible applicants, a Project Manager will be assigned and will mentor and guide the team throughout the whole project.
- Projects will last a maximum of 9 months, indicatively, from September 2023 to May 2024 for the 1st Open Call cut-off.
- Partners in the project will accompany beneficiaries throughout project implementation.
- The Open Call beneficiaries conduct the project with one mid-term report about project advancement following a given follow-up document template. This report is essential to obtain financing (see part 5 Financial support).
- At least one Open Call project partner must participate in the Project Showcase event. The showcase event aims at matching Open Call beneficiaries with potential further funding institutions (banks, risk capital, public funding institutions...). The Showcase is open to all beneficiaries and other stakeholders interested in discovering innovative

solutions for greening and digitalising industrial production. Funding institutions (banks, venture capital...) will be invited to join the event and to discuss further funding with OpenCall project partners. The Showcase includes an exhibition of all OpenCall projects, OpenCall project pitches, presentation of complementary RESIST project results (market analysis, return of experiences from trainings...) as well as a hybrid physical-virtual MatchMaking session where OpenCall project partner can discuss and exchange, e.g., with funding institutions and other SMEs about financing, further steps, or other actions to mitigate impacts identified during their resilience check. The Showcase events will be open to other interested companies and stakeholders allowing them to learn from the OpenCall project experiences and to discuss with OpenCall project partners about potential proper use for them. The Showcase will take place in Mulhouse in France in December 2024.

## 4. RESIST Open Call 1<sup>st</sup> cut-off

### 4.1 Description

RESIST 1st Open Call cut-off for innovative projects on green and digital transition will remain open from the 19th of April until the 21st of June 2023 at 12:00 CET (Central European Time).

### 4.2 OpenCall 1<sup>st</sup> cut-off timeline



Table 1: timeline

## 5. Financial support

By applying to this Open Call, teams will compete to get engaged in **the 1<sup>st</sup> RESIST innovation projects**, where up to **20 projects will obtain support worth up to 30,000€** (per SME partner in the project, limited to max 800,000€ distributed among the two open Call cut-offs).

Individual eligible applicants will receive financial support of a total of 20,000 € per applicant and applicants in a consortium with other applicants from 2 to maximum 3 different regions will receive 30,000 € per applicant. Beneficiaries from different regions are encouraged to work together to enhance collaboration and regional development. That is why the funding is more significant.

The budget is distributed through lumpsums as follows:

- **20% of agreed lump sum** at Innovation Project start
- **40% of agreed lump sum** after evaluation of the mid-term project report
- **30% of agreed lump sum (1st cut-off only)** After evaluation of the final project report
- **10% of agreed lump sum (1st cut-off)** After the Project Showcase participation, **or 40% of agreed lump sum (2nd cut-off)** after the evaluation of the final project report and Project Showcase participation

The **maximum amount to be granted per applicant in the framework of the RESIST project shall not exceed €60.000,00 in total** even in the case of multiple granted financial support scheme types (lump sums) to the applicant during the lifetime of the project.

This applies for all the calls (and their respective cut-off dates) in case an applicant would apply to the subsequent calls as well.

## 6. Open Call Topic

This Open Call is open to implement innovation projects in the Mobility, Transport and Automotive (MTA) ecosystem.

These innovation solutions should help meet the needs of Mobility, Transport and Automotive SMEs, start-ups and/or mid-cap companies in Europe in their green and digital transition and having a more intelligent production.

Based on the results of interviews with SMEs about trends in mobility and discussion, in this open Call, three key challenges are emphasised:

- **Optimised digitalisation in my company through the incorporation of advanced technologies in the MTA:** the challenge is looking for more digital solutions in the company to cope with the accelerating transition in the ecosystem and to improve the quality of their work. The aim is to reduce the mental load through technological means and production system (e.g Human machine Interface HMI).
- **Provide innovative solutions to obtain greener production systems or greener products:** The challenge is to help beneficiaries accessing new business opportunities in order to have greener production. The aim is to have a better impact in the Mobility, Transport and Automotive production and to develop circular economy to help SMEs, start-ups and/or mid-cap companies achieving long-term societal, environmental and competitive objectives.
- **Turning to renewable energy innovations in my production line:** the challenge is looking for solutions to face the issues related to the increase of energy prices and the need companies have of modifying their consumption.

Beneficiaries have to select one of the three above challenges as a topic for their innovation project proposal.

## 7. Eligibility criteria

The following **eligibility criteria** must be complied in order to get through the evaluation process:

- Be a European SMEs, start-ups and/or mid-cap companies from the Automotive-Transport-mobility ecosystem. SMEs to be understood within the meaning of Recommendation 2003/361/EC in the version of 6 May 2003.
- Beneficiary must be established in EU Member States and SMP countries ([https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/smp/guidance/list-3rd-country-participation\\_smp\\_en.pdf](https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/smp/guidance/list-3rd-country-participation_smp_en.pdf))
- Beneficiaries are encouraged to associate with Universities, large enterprises etc. in innovation projects but those associate partners cannot obtain financing from RESIST project.
- The resilience check must be completed. This document enables beneficiaries to audit their market situation, production, and processes towards potential risks and future market evolutions, and to set-up an action plan for mitigation of the main risks. This document will be sent once the beneficiary expressed its desire to apply for this Open call.
- Beneficiaries applying in a consortium with other beneficiaries must come from at least two different regions and maximum 3 to enhance collaboration and regional development.
- Two beneficiaries from a same region in a consortium will not be eligible.
- The projects must be led by an SME, start-up and/or mid-cap companies.
- English is the official language for the OpenCalls. Submissions done in any other languages will not be evaluated.
- Submission after the deadline cannot be accepted.
- Beneficiaries can apply to both cut off if the first application was not successful.

## 8. Award criteria

- The project proposals should suggest solutions contributing to the mitigation of at least one impact identified in the resilience check and action plan set-up. The expected mitigation effect must be clearly demonstrated in the proposal that can cover, for instance: projects allowing the analysis of real time energy consumption, new machines/ processes to reduce energy dependencies or using renewable energies, optimisation of production and processes or others
- It is a requirement that applicants demonstrate the implementation of ideas and solutions from green and digital transition

- Innovation projects should develop **Innovative solutions**

An SME will be considered as such if it complies with the European Commission's Recommendation 2003/361/EC. As a summary, the criteria defining 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.

For detailed information, check the EU recommendation: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32003H0361>.

The SME self-assessment questionnaire can be accessed in the following link: [https://ec.europa.eu/growth/tools-databases/SME-Wizard/smeg.do;SME\\_SESSION\\_ID=1sNsNtcy7xcbNo00A83lgtG34f2ngqWbepvXWPuV41icaCTTOW9!881054478?execution=e1s1](https://ec.europa.eu/growth/tools-databases/SME-Wizard/smeg.do;SME_SESSION_ID=1sNsNtcy7xcbNo00A83lgtG34f2ngqWbepvXWPuV41icaCTTOW9!881054478?execution=e1s1)

- Other partner(s) in the consortium may be associate partners: large enterprises, universities etc... but cannot benefit from financial help from the RESIST project.
- Already existing products without a clear advance or innovation beyond the state-of-art will be rejected.
- The applicant cannot apply for and/or receive funding outside of RESIST for a similar project that could lead to a potential double funding of the same action. The RESIST Consortium may carry out the necessary control actions with other SMP Eurocluster Consortia and other EU-funded projects to verify that there is no double funding ongoing.
- Beneficiaries can be part of both cut-offs application but can only be funded for one project.
- Has no convictions for fraudulent behaviour, other financial irregularities, unethical or illegal business practices.
- **Financial capacity:** The SME applicant must have the financial capacity to carry out the actions described in their proposals and to properly manage the financial support granted to them.

Each SME must be in alignment with the following situations:

- Is no bankrupt or being wound up, is not having affairs administrated by the courts, has not entered into 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 regulations.
- Is in compliance with its obligation 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.
- Is not subject to a conflict of interest in connection with the grant.

## 9. Application

### 9.1 Platform

Register on the application will be made through the Clusters Submission Platform website in the URL [https://clustersubmissionplatform.eu/eurocluster\\_post/resist-innovation-open-call/](https://clustersubmissionplatform.eu/eurocluster_post/resist-innovation-open-call/).

Complete the application electronically in English before the 21<sup>st</sup> of June. 12:00 **CET (Central European Time)**.

### 9.2 Mandatory documents

This application process involves the submission of:

- The application form presenting the project concept, the Consortium if any, the planned activities and the expected results
- The resilience check completed. It will be sent by Euroclusters' Project partners to the beneficiary(es) once they manifested their interest to apply for the Open Call Innovation

### 9.3 Conditions for the application

The following condition must be respected for application:

- Applicants will have **to provide**, to both the Euroclusters Consortium and EISMEA, (non-confidential) **information on the projects** financed, for communication and dissemination purposes.
- The beneficiaries 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.
- The action must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles.
- Confidential information must be kept by the beneficiary during the implementation of the action and until 5 years after the final payment of the project.
- Communication activities of the beneficiaries related to the action (including media relations, conferences, seminars, information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via traditional or social media, etc.), dissemination activities and any infrastructure, equipment, vehicles, supplies or major result funded by the grant must acknowledge the beneficiaries must credit the RESIST project through proper citation and visibility of the RESIST logo, as well as acknowledge EU support, displaying the European flag (emblem) and funding statement as indicated below:





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European Union

*This project has received funding from the European Union's Single Market Programme, via the Open Call (...).*

All visibility requirements will be communicated to the beneficiary after the signing of the Sub-Grant Agreement with the RESIST Consortium.

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

The information provided must be accurate, precise and complete.

- The beneficiaries must — at least until the end of the innovation project— keep records and other supporting documents to prove the proper implementation of the action.

In addition, the beneficiaries must — for the same period — keep the following to justify the amounts declared:

- (a) for actual costs: adequate records and supporting documents to prove the costs declared (such as contracts, invoices and accounting records)

The records and supporting documents must be made available upon request.

## 10. Evaluation Process

The **Open Call evaluation process** is structured as follows:

### 1) Eligibility Check.

A first review will be performed by the Project coordinator. Applicants which do not comply with the eligibility check will be rejected at this stage and will be informed by e-mail of their rejection.

### 2) External Experts Evaluation.

Evaluation is conducted by to at least three independent evaluators that audit the proposal. Evaluations are conducted against objectively defined criteria contained in the Annex 1 of this document.

- Successful and non-successful applicants will be informed that their proposal is accepted or rejected. Non-successful applicants are allowed to complain (see annex 3 of this document).
- In case of ex-aequo, the panel of experts may propose a new score, review the comments, and propose a ranking. Gender balance will be taken into account in the evaluation.

### 3) RESIST Evaluation during Steering Committee.

The Evaluation Committee's role is to oversee the proper execution of the evaluation process, and guarantee its coherence, fairness and transparency.

Once the evaluation by external experts is completed, the Evaluation Committee will perform the final screening of the proposals to prepare a final ranking.

In particular the role of the Evaluation Committee will be to:

- Assure that no conflict of interest during the evaluation process has taken place (see annex 2) .
- Assure that each Applicant will be funded only once.
- Assure that the maximum amount that a SME receives is limited to €30.000 per beneficiary in a consortium and €20 000 per individual beneficiary.

The consortium will undertake all possible efforts to publish the final results by the end of August 2023. Selected projects will also be subject to an ethics assessment and will be rejected if the beneficiaries do not respect the following conditions:

- Avoid any conflict of interest and comply with the principles of transparency, nondiscrimination, equal treatment, sound financial management, proportionality and competition rules (see annex 2).
- Allow for all communications to be made in English.
- Ensure that the part of the activities that is subject to the place of performance obligation is performed in the eligible countries or target countries set out in the call conditions.
- Respect the General Data Protection Regulation (2016/679/EU) guarantees that the processing of data is carried out in compliance with the fundamental rights and freedoms, as well as the dignity of the data subject with particular reference to confidentiality, personal identity and the right to data protection.

Confidentiality of the applicant and project will be respected.

In case of rejection of an application, if applicants believe that the rejection of the proposal was based on an error in the selection procedure, the non-successful applicants can submit a **complaint** within 30 days of receiving the information about the rejection letter and the results of the eligibility check (see annex 3 of this document).

In case of successful application, the beneficiary has to sign an agreement with the RESIST consortium (see annex 4).

- **Annexes**
- Annex 1: Evaluation procedure
- Annex 2: Redress procedure
- Annex 3: Grant Agreement

## Evaluation procedure

- The goal of this evaluation is to select among the submitted proposals the winning projects who will benefit from the RESIST financings.
- The experts will evaluate and mark each of the submitted proposals by filling in the Evaluation Template.
- The Evaluators are not allowed to contact the applicants at any stage of the evaluation or disclose to them the fact that they are evaluating their proposal.
- The Applicants will have an insight into their evaluation result, comprising the obtained score the threshold score enabling selection.

### 1. Evaluation criteria

#### 1.1 Evaluation grid

Applications will be evaluated and rated based on the following criteria:

	<b>Criteria</b>	<b>Evaluation Marks</b>
		<b>(0 – 5)</b>
<b>1</b>	<b><i>Innovation of the Idea</i></b>	
1.1	Soundness and feasibility of concept and methodology	1 2 3 4 5
1.2	Progress beyond state-of-art;	1 2 3 4 5
1.3	The Applicants have a good understanding of the competitive environment they will realise their idea in	1 2 3 4 5
1.4	The Applicants plan to set-up one of their solutions to mitigate the risks mentioned in the action plan	1 2 3 4 5
<b>2</b>	<b><i>Potential impact of the solution</i></b>	
2.1	Positive impact on targeted audience	1 2 3 4 5
2.2	Respect of the social sustainability, environmental sustainability, data ethics and privacy	1 2 3 4 5
2.3	Effectiveness of the exploitation measures proposed	1 2 3 4 5
2.4	Market opportunity	1 2 3 4 5
<b>3</b>	<b><i>Growth plan during and BEYOND the RESIST support period</i></b>	
3.1	Marketing strategy fitting to business plan	1 2 3 4 5
3.2	Revenue model is solid enough	1 2 3 4 5
3.3	Development barriers (legal/market/users' acceptance, etc.) well identified and mitigation measures proposed	1 2 3 4 5
3.4	Investment potential	1 2 3 4 5
<b>4</b>	<b><i>Short-term implementation plan for the RESIST support period (the upcoming 9 months)</i></b>	
4.1	Clear and realistic objectives	1 2 3 4 5
4.2	Soundness of milestones	1 2 3 4 5

4.3	Feasibility of the work plan	1 2 3 4 5
4.4	Added value from RESIST support is clearly explained and is adequate to the situation	1 2 3 4 5
5	<b><i>Fit with RESIST priorities</i></b>	
5.1	Proposal in line with the RESIST priorities and call challenges	1 2 3 4 5
5.2	Cross sectoral approach to the benefit of green transition	1 2 3 4 5
	<b>FINAL MARK</b>	/90

### 1.1 Selection process

To be eligible, an SME must obtain a minimum of 54 point out of 90. The threshold for individual criteria will be 3.

## 2. Condition for RESIST expert evaluators

Commitments and accountability of becoming RESIST Evaluator member.

Evaluators will be asked to agree to participate in the RESIST Open Call. They will as well be asked to agree to follow the guidelines.

By accepting to become a RESIST Evaluator, they accept to evaluate the selected proposals following the process and criteria established in this Guideline document.

Before the evaluations are done, the evaluators will sign an Agreement including confidentiality clauses and will have to confirm the absence of a conflict of interest. Confidentiality rules apply at all times: before, during and after the evaluation.

Further, Evaluators must inform if a conflict of interest becomes apparent during the course of the evaluation. The Evaluation Committee will then take necessary actions to avoid the conflict-of-interest situation.

The evaluators will be selected to ensure a pool of experts with balanced expertise in the field of Mobility, Transport and Automotive ecosystem.

The proposals will not be evaluated by the nationals of the country of origin of the Project Leader.

## 3. Data Protection

RESIST partners are committed to protecting and respecting the applicants' privacy. The personal data collected in the context of the present Open Call will be processed in compliance with applicable EU and national law on data protection.

The General Data Protection Regulation (2016/679/EU) guarantees that the processing of data is carried out in compliance with the fundamental rights and freedoms, as well as the dignity of the data subject with particular reference to confidentiality, personal identity and the right to data protection. By applying, the applicant agrees on the storage and use of its personal data for the execution of the RESIST objectives and work plan.

## **Redress procedure**

If you believe that the rejection of your proposal was based on an error in the selection procedure, you can submit a **complaint** to the project coordinator.

Generally, the means of redress are the following:

- request for admissibility/eligibility or evaluation review— within 30 calendar days of receiving the information about the rejection letter

Complaints will be subject to the following conditions:

- Complaints must be limited to procedural aspects, not on the merits of the proposal. The complaint must relate to the evaluation procedure, admissibility or eligibility checks and demonstrate a procedural irregularity, factual error, manifest error of assessment or abuse of powers (e.g. lack of coherence between scores and comments, lack or inadequate reasoning of the conclusions, the existence of a conflict of interests, exceeding the limits of discretion, etc). Mere repetitions of the content of the proposal or disagreements with the result or reasoning of the evaluation will not be considered.
- Only one request for review per proposal will be considered. The request cannot refer to the evaluation of proposals submitted by other applicants or under different or previous calls.
- Do NOT make more than one complaint at a time and always wait for our reply before starting a new complaint.
- Review requests will not automatically trigger a re-evaluation of the proposal. Re-evaluations will only be carried out if the complaint demonstrates that the procedural irregularity, factual error, manifest error of assessment or abuse of powers affects the decision on whether to fund the proposal. Thus, for example, a problem relating to one of the evaluation criteria will not lead to a re-evaluation if, even by adding the maximum points under this criterion, the final score of the proposal would still remain below the threshold for funding.
- Re-evaluations will be made on the proposal as it was originally submitted; no additional information will be admitted. Re-evaluations will be partial (limited to the criterion affected by the error) or full (when the whole evaluation has been recognized as flawed). They may be assigned to the same evaluation panel or a new one.
- The score following a re-evaluation may be lower than the original score.
- All requests for review will be treated as confidential.

The redress request must be submitted within thirty calendar days of receiving the results of the eligibility check, the results of the Legal and Financial Viability check or the results of the three remote experts' assessment.

## **Grant agreement**

Between the undersigned:

The company \_\_\_\_\_, [legal form], whose registered office is \_\_\_\_\_  
\_\_\_\_\_, registered at \_\_\_\_\_ under the number \_\_\_\_\_, represented by Mr.  
\_\_\_\_\_ [name and position],

hereinafter referred to as "the recipient",

on the one hand,

and,

**The RESIST consortium represented by PVF as project coordinator:**

Hereinafter referred to indistinctly as "[PVF]"

on the other hand,

**It was agreed as follows**

### **Article 1 - Purpose**

The present agreement is a grant for the purpose of carrying out the mission defined in the following specifications:

- Develop an innovation project for a duration of maximum 9 months and answering to one of the three challenges.
- Provide one mid-term report about project advancement.
- Provide a final report.
- Participate in the project Showcase aiming at matching OpenCall consortia with potential further funding institutions at the end of 2024.

### **Article 2 – Financial provisions**

In consideration of the performance of the services defined in Article 1 above, the recipient shall pay the service provider the sum of \_\_\_\_\_ including VAT, broken down as follows:

- 20% on the day of signature of the present document
- 40% After evaluation of the mid-term project report
- 30% After evaluation of the final project report
- 10% for the 1<sup>st</sup> cut-off after the Project Showcase participation or 40% for the 2<sup>nd</sup> Cut-off after evaluation of the final project report and Project Showcase participation

The above amounts will be paid by bank transfer to the IBAN account of the PVF, within thirty (30) days of receipt and approval of the invoice.

### **Article 3 - Duration**

This agreement shall take effect on the date of conclusion of the agreement and shall terminate on the extinction of the obligations contained therein.

The RESIST consortium reserves its right to terminate the agreement in accordance with the procedure outlined in article 9 of the current Annex.

### **Article 4 – Performance of the service and mutual obligations**

The Consortium undertakes to carry out the task specified in Article 1 in accordance with the requirements detailed in the latter and its contractual references.

The recipient shall make available to the Consortium all information that may contribute to the proper fulfilment of the purpose of this agreement.

### **Article 5 - Nature of the obligations**

In order to carry out the duties and services provided for in Article 1 above, the Consortium undertakes to use its best endeavours, in accordance with the rules of the trade. This obligation is, by express agreement, purely an obligation of means.

The Consortium cannot be held liable insofar as the damage suffered by the recipient was not caused by an intentional or gross fault on its part.



### Article 6 – Non-disclosure

The Parties shall consider as strictly confidential, and shall refrain from disclosing, any information, document, data or concept that may come to their knowledge in the course of this agreement.

For the application of this clause, the Parties shall not be held responsible for any disclosure if the elements disclosed were in the public domain at the date of disclosure, or if they were already aware of them prior to the date of signature of this agreement, or if they obtained them from third parties by legitimate means.

### Article 7 – Visibility

For dissemination and use of results generated through the financial support from RESIST, the SME beneficiaries must credit the RESIST project through proper citation and visibility of the RESIST logo, as well as acknowledge EU support, displaying the European flag (emblem) and funding statement as indicated below:



# RESIST



Funded by the  
European Union

This project has received funding from the European Union's Single Market Programme, via the Open Call (...)

All visibility requirements will be communicated to the SME beneficiary after the signing of the Sub-Grant Agreement with the RESIST Consortium.

### Article 8 - Ownership of results

By express agreement, any results resulting from the collaboration between the Parties shall be the property of those who generate them, alone or together.

### Article 9 - Termination. Sanction

Any failure by either of the Parties to fulfil its obligations under the terms of the agreement (confidentiality, duration, not carrying the mission mentioned in article 1, etc.) shall result, if the creditor of the unfulfilled obligation so wishes, in the automatic termination of the present agreement, fifteen days after formal notice to perform has been given by registered letter with acknowledgement of receipt and has remained without effect, without prejudice to any

damages and interest.

The following consequences may occur:

- Liquidation of due payments
- Recoveries from the side of the RESIST consortium.

#### **Article 10 - Subcontracting**

The Consortium shall not subcontract to any other party the performance of the work defined in the agreement.

#### **Article 11 - Dialogue**

In the event that the elements on which this agreement is based are modified to such an extent that one or other of the Parties encounters serious and unforeseeable difficulties, they shall consult each other and show mutual understanding with a view to making any adjustments that may appear necessary as a result of circumstances that were not reasonably foreseeable on the date of conclusion of this agreement, so that the conditions of an equitable agreement may be restored.

The Party which considers that the conditions set out in the above paragraph have been met shall notify the other Party by e-mail with acknowledgement of receipt, specifying the date and nature of the event or events giving rise to the change alleged by it, in the face of circumstances altering substantially the basis of the agreement and make a proposal for compensation to remedy this change. Any service made more than twelve (12) days after the occurrence of the event by the party implementing the project shall have no effect.

#### **Article 12 – Force majeure**

Neither Party shall be liable for total or partial non-performance of its obligations due to an event constituting force majeure within the meaning of Article 1218 of the Civil Code and French case law. The Party invoking an event constituting a case of force majeure must notify the other Party by any means of communication in writing with acknowledgement of receipt within fifteen (15) calendar days of the occurrence of this event.

The time limits for the performance of the service concerned may be extended for a period determined by mutual agreement between the Parties.

The suspended obligations shall be performed again as soon as the effects of the force majeure event have ceased. In the event that the force majeure event continues for a period of more than three (3) months, the Parties will meet within an ad hoc structure in order to find a solution to allow the service to be carried out, including the termination of this agreement with regard to the Party suffering from the force majeure.

#### **Article 13 – Applicable law**

The agreement is governed by French law. The English version of this agreement is the original text.

**Article 14 – Choice of jurisdiction**

The Parties freely agree that jurisdiction is assigned to the competent French commercial courts, in this case the Mulhouse Commercial Court located at 44 avenue Robert Schuman 68061 Mulhouse Cedex, for all commercial disputes that may arise, in particular, from the execution of agreements concluded between them alone or with the participation of third parties.

Done the \_\_\_\_\_ at \_\_\_\_\_ in two (2) copies.

The Consortium

The recipient

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