**

Grant Agreement Number: **101074204**

Project acronym: **RESIST**

Project full title: **REsilience through Sustainable processes and production for the European automotive InduSTry**



**Bi-lateral Agreement for coaching and mentoring services (CMS)**

This document constitutes the model contract between Pôle Véhicule du Futur (as coordinator of the RESIST consortium) and the SME beneficiary,
in the framework of the RESIST Assessment and Feasibility financial supports.

**Agreement for the Provision of**

**RESIST Assessment and Feasibility financial support**

**Pôle Véhicule du Futur**, established in France, represented for the purposes of signing this *Contract* by the **RESIST Consortium** (hereinafter “**RESIST Coordinator** **PVF”**)

and

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** established in **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** with registration number **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, represented for the purposes of signing this *Contract* by **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (hereinafter the “***RESIST*** ***CMS Beneficiary***”),

each one hereinafter called also “***Party***” and collectively “***Parties***”,

hereinafter agree on the following:

WHEREAS:

* RESIST is an EU project titled “**REsilience through Sustainable processes and production for the European automotive InduSTry**” that is financed by the EUROCLUSTERS initiative of the European Innovation Council and SMEs Executive Agency (EISMEA) of the European Commission under Grant Agreement Number: 101074204. The objective of the RESIST project is to support the SMEs of the Mobility-Transport-Automotive (MTA) and the related manufacturing ecosystem in their green and digital transition process, as well as to increase their level of resilience in the face of upcoming challenges. The awarded financial support has to be used to pay an expert performing the coaching and mentoring services (hereinafter the “***RESIST*** ***CMS*** ***Expert***”) for the ***RESIST CMS Beneficiary*** in the Project.
* In the framework of RESIST, a Call for Applications has been published to award Assessment and feasibility financial supports to SMEs from the Mobility-Transport-Automotive value chain. The application and other information submitted by the *RESIST CMS Beneficiary* as part of this call have been assessed by the *RESIST CMS Evaluation Team* and have proven to meet the requirements for this call. The evaluation committee issued a report on the extent to which the application was in line with the call. This report has been accepted by the RESIST consortium and as the competent authority for issuing a final decision on the Call for Applications, has resolved to award this CMS Financial support Contract to the *RESIST CMS Beneficiary* (hereinafter the “***Contract***”), and the *RESIST CMS Expert*, implementing the respective financial support as written in the service offer.

HAVE AGREED to the following terms and conditions including those in the following annexes, which form an integral part of this ***Contract Nr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*.**

Annex I – CMS Financial supports

Annex II – General Conditions

**Article 1 – Scope**

The European Union has granted financial contribution for the implementation of the RESIST Grant Agreement. The RESIST Grant Agreement includes the provision financial support to third parties.

The RESIST Consortium has decided to provide a financial contribution via respective Financial support(s) as specified in Annex I for the implementation of the service called “Assessment/Feasibility service for *Company name***”** (hereinafter the "***Service***") within the framework of RESIST and under the conditions laid down in this *Contract.*

**Article 2 – Duration and start date of the service**

The start date of the *Service* is equal to the date of the last signature of this Agreement. Services funded via the RESIST Assessment financial support must not last longer than 3 months, and Services under the RESIST Feasibility financial support must not las longer than 6 months, respectively. The end date of the service cannot be later than January 30th, 2025.

**Article 3 – Reporting period**

The *Service* has a reporting period corresponding to the respective work and technical objectives stated in Annex I, in accordance with the procedures laid down in Annex II.

**Article 4 – Maximum financial support**

1. The maximum financial support for the *RESIST CMS Beneficiary* via the Assessment FSTP shall be **EUR 4.000 € or 75%** **of the *RESIST CMS Expert’s* bill** for the CMS Assessment service, **whichever is lower**.The actual financial contribution of RESIST shall be calculated in accordance with the provisions of this *Contract*.
2. The maximum financial support for the *RESIST CMS Beneficiary* via the Feasibility FSTPshall be **EUR 7.500 € or 75%** **of the** ***RESIST CMS Expert’s* bill** for the CMS Feasibility service, **whichever is lower**.The actual financial contribution of RESIST shall be calculated in accordance with the provisions of this *Contract*.[[1]](#footnote-1)
3. Services exceeding the maximum amount of the financial support stated in (1) will not be covered by the RESIST consortium. The amount in excess will be paid by the *RESIST CMS Beneficiary.*
4. Expenditure incurred before or after the duration of the *Service* shall be deemed ineligible for remuneration.

**Article 5 – Payment scheme**

As soon as the *Service* is accomplished*, the RESIST CMS Beneficiary* pays the total invoice (in accordance with the offer) to the *RESIST* *CMS Expert.*

The *RESIST CMS Beneficiary* provides the payment confirmation and the report of the implemented service to the *RESIST Coordinator* *PVF.* The *RESIST CMS Beneficiary* is entitled to lay an invoice to the *RESIST Coordinator* *PVF*, according to the grant awarded (max. 75% or 4.000/7.500€), The *RESIST Coordinator* *PVF* will transfer the granted financial support to the *RESIST CMS Beneficiary* within 30 days upon acceptance of the final report.

Examples to this are listed in the Annex 2.

Any payment will be made in EURO.

No retroactivity of costs is accepted, a grant cannot be used to cover costs of an action/activities that took place before the date of submission of the proposal.

Costs incurred for the implementation of the Assessment service /feasibility service must be used for the sole purpose of achieving the objectives of the service and its expected results, in a manner consistent with the principles of economy, efficiency and effectiveness.

The *RESIST CMS Beneficiary* cannot claim and/or receive funding outside of RESIST for a similar purpose that could lead to a potential double funding of the same action.

The following information should be indicated on the respective payment transaction support documentation:

*RESIST CMS Beneficiary* name: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Address: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

VAT number: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Contract number: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*Service* name: **Assessment/Feasibility[[2]](#footnote-2) Financial support**

Bank account details of *RESIST CMS Beneficiary*

Name of accountholder: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name of Bank: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Address of Bank: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

IBAN: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

BIC: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

SWIFT CODE: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Article 6 – Documentation**

The *RESIST CMS Beneficiary* must provide — during the service implementation or afterwards— any information requested in order to verify eligibility of the costs or contributions declared, proper implementation of the service and compliance with the other obligations under the Agreement.

The information provided must be accurate, precise and complete.

The *RESIST CMS Beneficiary* must keep records and other supporting documents to prove the proper implementation of the service.

In addition, the *RESIST CMS Beneficiary* must keep adequate records and supporting documents to prove the costs declared (such as contracts, invoices and accounting records) and to justify the amounts declared. The records and supporting documents must be made available upon request.

The *RESIST Coordinator PVF* ensures that its contractual obligations from the RESIST Grant Agreement also apply to the *RESIST CMS Beneficiary* receiving the financial support for this contracted Assessment/Feasibility[[3]](#footnote-3) Financial support.

**Article 7 – Communication between Parties**

Any communication or request concerning the *Contract* shall identify the contract number, the nature and details of the request or communication and be submitted to the following addresses:

For the *RESIST Coordinator PVF*:

**Pôle Véhicule du Futur**

**40 rue Marc Seguin – 68200 Mulhouse**

**Auriane AGARD**

T: +**33** **(0)6 25 07 90 55**

E: **aa@vehiculedufutur.com**

For the *RESIST CMS Beneficiary*:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

T: +**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

E: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Any notice to be given pursuant to this *Contract* shall be in writing in English language signed by one of the representatives identified above and in a legible written form or by e-mail.

Notices shall be sent to the office identified above of the *RESIST Coordinator PVF*. Any such notice or other written communication shall, if sent by registered mail or e-mail, be effective upon receipt thereof; if sent by facsimile, be effective on the first business day after the sending thereof; and if communicated by personal delivery, be effective on the day of delivery.

Any report and deliverable, when appropriate, required by this *Contract*, shall be in English.

**Article 8 – Conflict of interest**

The *RESIST CMS Beneficiary* must take all measures to prevent any situation where the impartial and objective implementation of the funded action is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest (‘conflict of interests’).

**Article 9 – Confidentiality**

Personal data 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.

The European Commission and the RESIST consortium will be authorized to publish, in whatever form and on or by whatever media, the following information:

* Name of the *RESIST CMS Beneficiary*
* Contact address of the *RESIST CMS Beneficiary*
* Amount of the financial contribution
* Geographic location of the proposed activity
* Any publishable material to inform about the outcomes of this RESIST Open Call. The beneficiary will ensure that all necessary authorisations for such publication have been obtained and that the publication of the information by the European Commission and RESIST does not infringe any rights of third parties.

**Article 10 – Publication**

The *RESIST CMS Beneficiary* must make at least 1 publication (e.g., on social media such as LinkedIn, Twitter, Instagram…) mentioning the RESIST initiative through the hashtag #RESISTeurocluster, as well as the EISMEA and DG GROW links or hashtags.

The *RESIST CMS Beneficiary* must acknowledge the EU support, displaying the European flag (emblem) and funding statement (also include the disclaimer) as indicated below. As well must credit the RESIST project through proper citation and visibility of the RESIST and EUROCLUSTERS logo:

|  |  |
| --- | --- |
|                Une image contenant texte, clipart  Description générée automatiquement |   |
| Une image contenant Bleu électrique, Police, bleu, symbole  Description générée automatiquement |
| *This activity has received funding from the European Union’s Single Market Programme, via the Open Call* Coaching and Mentoring Services (CMS) FSTPwithin the framework of the "[Joint Cluster Initiatives (EUROCLUSTERS) for Europe’s recovery](https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/opportunities/topic-details/smp-cosme-2021-cluster-01;callCode=null;freeTextSearchKeyword=euroclusters;matchWholeText=true;typeCodes=1,0;statusCodes=31094501,31094502,31094503;programmePeriod=null;programCcm2Id=null;programDivisionCode=null;focusAreaCode=null;destination=null;mission=null;geographicalZonesCode=null;programmeDivisionProspect=null;startDateLte=null;startDateGte=null;crossCuttingPriorityCode=null;cpvCode=null;performanceOfDelivery=null;sortQuery=sortStatus;orderBy=asc;onlyTenders=false;topicListKey=topicSearchTablePageState)” via an Open Call issued and executed under project RESIST (Grant Agreement No 101074204)”  |

The EU emblem as well as the full RESIST logo will be provided by the RESIST consortium.

**Article 11– Applicable law and competent court**

This *Contract* is governed by French law. Any disputes in connection or arising out of this *Contract* which cannot be settled amicably shall be exclusively brought to competent court in Mulhouse, France.

**Article 12 – Application of the Contract provisions**

Any provision of this part of the *Contract* shall take precedence over the provisions of any of the Annexes. The provisions of Annex II shall take precedence over the provisions of Annex I.

**Article 13 – Entry into force**

This *Contract* shall enter into force after its signature by the *RESIST Coordinator PVF* and the *RESIST CMS Beneficiary,* on the day of the last signature.

**Article 14 – Termination**

This *Contract* shall continue in full force and effect until the end of the period of **\_\_\_\_** months as set forth in Article 2, unless the *RESIST Coordinator PVF or* the *RESIST CMS Beneficiary* requests a termination of the *Contract* upon written notice in accordance with the provisions and procedures laid down in Annex II.

**Article 15 - Force majeure**

1. Force majeure shall mean any unforeseeable and exceptional event affecting the fulfilment of any obligation under this *Contract* by the *Parties*, which is beyond their control and cannot be overcome despite their reasonable endeavors. Any default of a product or service or delays in making them available for the purpose of performing this *Contract* and affecting such performance, including, for instance, anomalies in the functioning or performance of such product or service, labor disputes, strikes or financial difficulties do not constitute force majeure.
2. If the *RESIST CMS Beneficiary* is subject to force majeure liable to affect the fulfilment of its obligations under this *Contract*, it shall notify the *RESIST Coordinator PVF* and the *RESIST CMS Expert* without delay, stating the nature, likely duration and foreseeable effects.
3. If the *RESIST Coordinator PVF* is subject to force majeure liable to affect the fulfilment of its obligations under this *Contract*, it shall notify the *RESIST CMS Beneficiary* without delay, stating the nature, likely duration and foreseeable effects.
4. No *Party* shall be considered to be in breach of its obligation to execute the project if it has been prevented from complying by force majeure. Where the *RESIST CMS Expert* cannot fulfil its obligations to execute the service due to force majeure, remuneration for accepted eligible costs incurred may be made only for tasks which have actually been executed up to the date of the event identified as force majeure. All necessary measures shall be taken to limit damage to the minimum.

**Article 16 - Liability**

1. The *RESIST CMS Beneficiary* shall be liable for the definition of its needs, and the accuracy and precision of any information it provides. The *RESIST CMS Expert* shall be liable towards the *RESIST CMS Beneficiary* for the accuracy and precision of any information it provides and the suitability of the *Service* in relation to the *RESIST CMS Beneficiary’s* needs.
2. The *RESIST Coordinator PVF, the RESIST Consortium* and/or the European Union cannot be held liable for any acts or omissions of the *RESIST CMS Expert* in relation to this *Contract*. They shall not be liable for any defaults of any products, processes or services created, including, for instance, anomalies in the functioning or performance thereof.
3. RESIST and/or European Union cannot be held liable for any consequences arising from the proper exercise of the rights of RESIST and/or European Union under this *Contract*.

**Article 17 – Miscellaneous**

1. If any provision of this *Contract* is held by a court of competent jurisdiction to be unenforceable or contrary to law, the remaining provisions of this *Contract* shall remain in full force and effect.
2. The failure of either *Party* at any time to require performance by the other *Party* of any provision of this *Contract* shall not be construed as acquiescence or waiver of such failure to perform such provision. The failure of either *Party* to take action upon the breach of any provision of this *Contract* shall not be construed as acquiescence or waiver of any such breach.
3. This *Contract* is only in English and supersedes all other translation in any language whatsoever.

**Article 18 – Final provisions**

1. This *Contract* may not be modified or amended without the prior written consent of the *Parties*.
2. This contract can alternatively be signed digitally.

**Signatures**

|  |
| --- |
| For the *RESIST Coordinator* |
| **Pôle Véhicule du Futur** |
| **Name:**  |
| **CEO** |
| **Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Signature**  |

|  |
| --- |
| For the *RESIST CMS Beneficiary* |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Signature**  |

# **Annex I – CMS Financial support**

***Financial support Types***

The Assessment FSTP (Financial Support to Third Parties) consists of a one-time support in the form of specific high-level expert consulting on a specific topic related to the *RESIST CMS Beneficiary’s* digital and/or green transformation. The financial support covers 4-5 sessions with a *RESIST CMS Expert* and the expected outcome is a documented report answering the specific topic. The maximum duration of Assessment service is 3 months.

The RESIST consortium offers in total 25 FSTP for Assessment service.

Feasibility FSTPs provide support for theoretical, lab-environment study on feasibility of implementation of a new technology, new materials, or a new approach related to the SME's services, products, manufacturing processes, or business models towards digital and sustainable transition. Market studies for international markets or new markets for *RESIST CMS Beneficiary’s* are also covered by the CMS Feasibility service. The outcome of this service will be, e.g., practical roadmaps, feasibility studies with technical specifications, new digitalized business models, other plans and arrangements for digital/green transformation, or market studies. The maximum duration of the Feasibility service is 6 months.

The RESIST consortium offers in total 12 FSTP for Feasibility service.

CMS can be conducted in any language, the *RESIST CMS Beneficiary* and the expert agree on. Individual assessments and feasibility studies must be documented by the experts and the respective supported company in form of an English publishable summary (2-4 pages) that is one mandatory condition for the payment of the financial support.

***Service offer***

The *RESIST CMS Expert* shall lay an offer for the respective CMS service to the *RESIST CMS Beneficiary* already in the application stage*.* The *RESIST CMS Beneficiary* submits a scan of the offer together with the filled in Expression of Interest and further application documents, on the online submission platform.

The offer for the Assessment/Feasibility Service shall at least include:

* General Scope of the Service
* Plan for Implementation of the Service
* Expected impact of the Service

**Annex II – General Conditions**

***Definitions***

***General Principles***

**Eligibility Conditions**

By signing this *Contract,* the *RESIST CMS Beneficiary* declares and warrants that it meets the eligibility conditions for this *Contract*, including:

1. Its legal status **is** SME as defined by EU regulation 2003/361.

By signing this *Contract,* the *RESIST CMS Beneficiary* declares and warrants that they meet the eligibility conditions for this *Contract*, including:

1. declares that as a legal person, the *RESIST CMS Beneficiary* is **not** in one of the following situations:
2. it is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
3. it or persons having powers of representation, decision making or control over it have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;
4. it has been guilty of grave professional misconduct proven by any means which the contracting authority can justify including by decisions of the European Investment Bank and international organizations;
5. it is not in compliance with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
6. it or persons having powers of representation, decision making or control over it have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity, where such illegal activity is detrimental to the Union’s financial interests;
7. is subject to an administrative penalty for being guilty of misrepresenting the information required by the contracting authority as a condition of participation in a grant award procedure or another procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts or grants covered by the Union's budget.
8. declares that the natural persons with power of representation, decision-making or control over the *RESIST CMS Beneficiary*, are not in the situations referred to in ii.b) and ii.e) above;
9. declares that the *RESIST CMS Beneficiary*
10. has not made false declarations in supplying the information required by the RESIST CMS Call for Applications as a condition of participation in the Call or does not fail to supply this information;
11. is committed to participate in the *CMS* *Service*;
12. has the necessary financial capacity and resources as and when needed to carry out its involvement in the *CMS Service*.

**Specific Performance Obligations**

The *RESIST CMS Beneficiary* shall:

1. make sure that the work is carried out as described in Annex I;
2. ensure that the tasks assigned to it are correctly and timely performed;
3. carry out the service in accordance with fundamental ethical principles;
4. take every necessary precaution to avoid any risk of conflict of interest relating to economic interests, political or national affinities, family or emotional ties or any other interests liable to influence the impartial and objective performance of the *Service*.

***Reporting***

**Final Report**

Maximum 15 (fifteen) working days after the end of the reporting period, as defined in *Annex 1,* the *RESIST CMS Beneficiary* shall provide a publishable executive summary in English language (2-4 pages) summarizing the work performed and the main outcome of the service, as indicated in Annex I;

In case of suspected inconsistencies and upon request of the *RESIST Coordinator PVF* the *RESIST CMS Beneficiary* shall provide a detailed report on the implemented service

**Approval of Report**

The CMS service will be evaluated using the Final Report. The *RESIST Evaluation Team* will evaluate the *Service* by comparing its results achieved with the pre-defined scope and work indicated in the service offer.

The positive evaluation is prerequisite for payment, as defined in article 5

***Implementation***

**Confidentiality**

1. During the *Service* and for a period of three years after its completion, the *Parties* undertake to preserve the confidentiality of any data, documents or other material that is identified as confidential in relation to the execution of the *Service* (“confidential information”).

Each *Party*, its agents and employees shall hold and maintain in strict confidence all confidential information, and shall not disclose confidential information to any third party, and shall not use any confidential information except as may be necessary to perform its obligations under the *Contract*.

Where confidential information was communicated orally, its confidential character must be confirmed by the disclosing party in writing within 15 days after disclosure.

1. Paragraph 1 no longer applies where:
2. the confidential information becomes publicly available by means other than a breach of confidentiality obligations;
3. the disclosing *Party* subsequently informs the recipient that the confidential information is no longer confidential;
4. the confidential information is subsequently communicated to the recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidentiality;
5. the disclosure or communication of the confidential information is foreseen by other provisions of this *Contract*;
6. the disclosure or communication of confidential information is required by the national law of one of the *Parties*.
7. The *Parties* undertake to use such confidential information only in relation to the execution of the *Service* unless otherwise agreed with the disclosing party.
8. Notwithstanding the preceding paragraphs, the treatment of data, documents or other material which are classified (“classified information”) or subject to security restrictions or export- or transfer-control, must follow the applicable rules established by the relevant national and European Union legislation for such information, including the *Commission*'s internal rules for handling classified information.
9. This Agreement does not replace a bilateral Non-Disclosure Agreement (NDA) between *RESIST CMS Beneficiary* and *RESIST CMS Expert*.

**Information and Communication**

1. In case of communication about the *Service* to third parties, the *RESIST CMS Beneficiary* and the *RESIST CMS Expert* shall consider the following:

Any publicity, including at a conference or seminar or any type of information or promotional material - including in electronic form, via social media, etc. - (brochure, leaflet, poster, presentation etc.), must specify that the *Service* has received financial funding from the European Union and display the European Union emblem as well as the RESIST project logo. When displayed in association with a logo, the European Union emblem should be given appropriate prominence. This obligation to use the European Union emblem in respect of Services to which the Union contributes implies no right of exclusive use. Any publicity made by the *RESIST CMS Beneficiary* in respect of the *Service*, in whatever form and on or by whatever medium, must specify that it reflects only the author’s views and that the European Union is not liable for any use that may be made of the information contained therein.

1. The *RESIST Consortium* and/or European Commission and/or the funding Agency EISMEA shall be authorized to publish, in whatever form and on or by whatever medium, the following information:
2. the name of the *RESIST CMS Beneficiary*;
3. the name of the *RESIST CMS Expert*;
4. the contact address of the *RESIST CMS Beneficiary*;
5. the general purpose of the *Service* in the form of the executive summary provided by the *RESIST CMS Beneficiary*;
6. the amount of the financial contribution of the European Union foreseen for the *Service*; after the final payment, the amount of the financial contribution of the European Union accepted by *RESIST*;
7. the geographic location of the activities carried out;
8. the publishable reports submitted to it;
9. any picture or any audio-visual or web material provided to the *RESIST Coordinator PVF* in the framework of the *Service*.

The *RESIST CMS Beneficiary* expressly agrees to grant all necessary authorizations for such publication and ensures that the publication of the information by the *RESIST Consortium* and/or the European *Commission* and/or the funding *Agency* EISMEA does not infringe any rights of third parties. In the forefront of any publication, the *RESIST CMS Beneficiary* informs the *RESIST CMS Expert* about the content of the publication.

Upon a duly substantiated request by the *RESIST CMS Beneficiary*, the *RESIST Consortium* and/or the *Commission* and/or the *Agency* may agree to forego such publicity if disclosure of the information indicated above would risk compromising the *RESIST CMS Beneficiary*’s security, academic or commercial interests.

***General Financial Provisions***

**Eligible Costs of the Service**

Costs incurred for the implementation of the *Service* must be incurred and invoiced by the *RESIST CMS Expert,* must be used for the sole purpose of achieving the objectives of the *Service* and its expected results, in a manner consistent with the principles of economy, efficiency and effectiveness. Deductible value added tax and more generally, identifiable indirect taxes should not be reported by the *RESIST CMS Beneficiary*.

**Upper Funding Limits**

The total amount of payments by RESIST to the *RESIST CMS RESIST CMS Beneficiary* shall not exceed in any circumstances the maximum amount of the financial contribution referred to in article 4.1 of the *Contract*. The financial contribution of RESIST to the *Service* shall be determined by applying the upper funding limit indicated below.

* The upper limit of a single Assessment FSTP is **4.000 EURO**.
* The upper limit of a single feasibility FSTP is **7.500 EURO**.

All funding that has been granted or requested (in case decision is still pending) by the *RESIST CMS Beneficiary* named in this agreement up to the date of signature of this grant agreement will be deducted from the cumulative funding amount available.

Example 1:

The *RESIST CMS Expert* lays an offer (application stage) and invoice with total amount of 3.600 EURO for an Assessment service. After successful completion of the service, the *Beneficiary* pays the total amount = EURO 3.600.- to the *RESIST CMS Expert.*

The *RESIST CMS Beneficiary* sends the final report and payment confirmation tothe *RESIST Coordinator PVF* and lays an invoice for 75% of that amount = EURO 2.700,- to the *RESIST Coordinator PVF.*

After acceptance of the final report, the *RESIST Coordinator PVF* transfers the grant awarded within 30 days.

Example 2:

The *RESIST CMS Expert* lays an offer (application stage) and invoice with total amount of 5.600 EURO for an Assessment service. After successful completion of the service, the *Beneficiary* pays the total amount = EURO 5.600.- to the *RESIST CMS Expert.*

The *RESIST CMS Beneficiary* sends the final report and payment confirmation tothe *RESIST Coordinator PVF* and lays an invoice for the max. amount of EURO 4.000,- (less than 75% of that invoice = 4.200,-) to the *RESIST CMS Coordinator PVF.*

After acceptance of the final report, the *RESIST Coordinator PVF* transfers the grant awarded within 30 days.

***Termination***

1. The *RESIST Coordinator PVF* has the right to terminate this *Contract* at any time upon written notice, without the need to proceed to court, in the following cases:
* The *RESIST CMS Beneficiary* has materially failed to comply with any eligibility conditions or other contractual provisions under this *Contract*;
* The *RESIST CMS Beneficiary* has breached or defaulted in the performance of its obligations under this *Contract*, including failure to provide required information or submission of false information;
* The *RESIST CMS Expert* has breached or defaulted in the performance of its obligations towards the *RESIST CMS Beneficiary*, including failure to provide required information or submission of false information;
* Implementation of the *Contract* is prevented by force majeure that is not possible to remedy during the RESIST time-frame;
* Upon explicit written request of the European Commission and/or the funding Agency EISMEA.

Such notice of termination shall indicate the specific termination provision in this *Contract* relied upon, set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and specify the termination date, which shall not be fewer than 15 days after giving of such notice. If the facts and circumstances claimed as the basis for termination remain uncured following such notice, termination will be effective immediately and automatically on the expiration of the applicable notice period, without further notice or action by the *RESIST Coordinator PVF*.

***Intellectual Property Rights, Use and Dissemination***

**Ownership and Use**

1. Results of the implemented services shall be the property of the *RESIST CMS Beneficiary*.
2. The results may be further used by the *RESIST CMS Expert* upon agreement of the *RESIST CMS Beneficiary.*

**Dissemination**

1. Dissemination activities shall be compatible with the protection of intellectual property rights, confidentiality obligations and the legitimate interests of the owner of the *results*.
2. All publications or any other dissemination relating to *results* shall include the following statement to indicate that said *results* were generated with the assistance of financial support from the European Union:

“*The service leading to these results has received funding from the European Union EISMEA under Grant Agreement 101074204*.”

1. Any dissemination activity shall be reported to *RESIST coordinator PVF* upon prior request, including sufficient details/reference.
1. Delete the non-applicable paragraph (1) according to contracted financial support type [↑](#footnote-ref-1)
2. Delete non-applicable type of financial support [↑](#footnote-ref-2)
3. Delete non-applicable type of financial support [↑](#footnote-ref-3)