

EU4BUSINESS : CONNECTING COMPANIES

EXTERNAL ACTIONS OF THE EUROPEAN UNION Reference ENI/2019/411-865

GRANT CONTRACT

(the 'Contract')

Between

EUROCHAMBRES, the Association of the European Chambers of Commerce and Industry

A Non For Profit International Organisation registered in Belgium

VAT and Registration number BE 0417 324 583

Avenue des Arts 19AD -1000 Brussels Belgium

Represented by its CEO Ben Butters

Hereinafter referred as "**EUROCHAMBRES**"

on the one part,

and

Full official name of the EU BSO Partnership Leader

Full official name as mentioned in the Legal Entity Form>

<Legal status (organisation)>]

<Organisation official registration number>]

VAT number, for VAT registered beneficiaries],

<Full official address>

Represented by name and function of the authorised representative of the organisation

Having received powers of attorney for the purposes of the signature of the contract from the members of of name of the sector Business Support Organisation (BSO) Partnership

Hereinafter referred as **the Coordinator**,

who have conferred powers of attorney for the purposes of the signature of the agreement to the coordinator¹, collectively referred to as 'beneficiary(ies)' where a provision applies without distinction to the coordinator and the co-beneficiary(ies) (co-applicants)

on the other part,

and for Information

sectorial Consortium represented by its Coordinator **Mr/Ms xxxxxxxxxxxx**

¹ Model mandate provided in Annex A to the guidelines for applicants.

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Whereas the EU4BCC project aims to support sustainable economic development and job creation in the Eastern Partnership countries (EaP) by promoting increased trade, encouraging inward investment and fostering business links between EU and EaP SMEs,

Whereas the actions implemented within EU4BCC are organized around five relevant economic sectors for the EaP countries: Wine, Bio/ Organic Food, Textile, Tourism and Creative Industries,

Whereas the present grant contract take place in the frame work of the EU4BCC EU grant ENI/2019/411-865 signed between EUROCHAMBRES and DG Near, the general conditions of the EU grant contract are applicable to the present contract - Annex 1²,

Whereas EUROCHAMBRES, on 01.03.2021 has published a call for proposals on the website of the project (<http://connectingcompanies.eu/>) inviting EU and EaP Business Support Organisations (BSO) interested to implement pre-defined actions within one of the above mentioned economic sectors, Annex 2

Whe

Whereas, following the deliberation of EU4BCC's Selection Committee (dateXX) and the approval of DG NEAR (date XX) which is co financing EU4BCC (date XX) the application of the name the Sector BSO partnership led by name of the EU BSO leader has been selected ,

Whereas the name of the sector and project BSO partnership is composed, in addition of the Coordinator, of:

Full official name of the EU BSO Partnership Leader

Full official name as mentioned in the Legal Entity Form>

<Legal status (organisation)>]

<Organisation official registration number>]

VAT number, for VAT registered beneficiaries],

<Full official address>

Represented by name and function of the authorised representative of the organisation

.....

The Members of the X BSO partnership are the beneficiaries of the contract collectively referred to as 'beneficiary(ies)' where a provision applies without distinction to the coordinator and the co-beneficiary(ies)

Have agreed as follows:

Special conditions

Article 1. Purpose

² Annex II to the call

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- 1.1 The purpose of this contract is the award of a grant by EUROCHAMBRES to co-finance the implementation of the action entitled: <title of the action> (the ‘action’)] described in Annex 3 Description of the Action proposal.
- 1.2 The beneficiary(ies) shall be awarded the grant on the terms and conditions set out in this contract, which consists of these special conditions (the ‘special conditions’) and the annexes, which the beneficiary(ies) hereby declare(s) it/they has/have noted and accepted.
- 1.3 The beneficiary(ies) accept(s) the grant and undertake(s) to be responsible for carrying out the action.

Article 2. Implementation period of the action

- 2.1 This contract shall enter into force on the date when the second of the two parties signs.
- 2.2 Implementation of the action shall begin on:
- [<1 July 2021 >]
- 2.3 The implementation period of the action, as laid down in Annex 3 Description of the Action proposal, is <xx months>.
- 2.4 The execution period of this contract shall end when the payment of the balance is made by the contracting authority and, in any event, at the latest 18 months after the end of the implementation period as stipulated in article 2.3 unless postponed in accordance with Article 12.5 of Annex 1 general conditions of contract.

Article 3. Financing the action³

- 3.1 The total eligible costs are estimated at EUR <amount, enter the amount in heading 11 of Annex III>, as set out in Annex III.
- 3.2 The provisional budget composed of the total eligible costs for the implementation of the action amounts EUR ...
EUROCHAMBRES undertakes to finance a maximum amount of EUR <amount>.
representing 95 % of the total eligible cost of the action specified in paragraph 3.1.
The final amount of the contracting authority’s contribution shall be determined in accordance with Articles 14 and 17 of Annex G II General Conditions of the contract.
- 3.3 No indirect costs may be claimed.

Article 4. Reporting and payment arrangements

- 4.1 Payments shall be made as follows :
 - a) An initial pre-financing payment of EUR <amount> representing 40% of EUROCHAMBRES’ contribution upon receipt of the Coordinator’s request of payment.
 - b) An interim payment of 30% of the provisional budget upon receipt and approval by EUROCHAMBRES of the technical and financial report proving that the BSO partnership has spent at least 90% of the pre-financing instalment.

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- c) The balance payment will be made within 60 working days following EUROCHAMBRES' approval of the final technical and financial reports.
- If the final actual eligible costs of the activity are lower than the provisional budget presented by the BSO partnership, EUROCHAMBRES' co-financing will represent 95% of these costs,
 - On the contrary, if the final actual eligible costs are higher than the provisional budget, EUROCHAMBRES co-financing will represent 95% of the provisional budget.

4.2 Payments shall be made in line with the following procedure :

The coordinator should send intermediary and final payment requests to EUROCHAMBRES, justified by a technical and a financial report already approved by the by the X sectorial consortium in charge of supervising and monitoring the implementation of the action.

Narrative and financial reports should be filled in according to the guidelines and templates provided by EUROCHAMBRES (Annex G VI) and uploaded in the MIS and including the supporting documents (originals or copies) correctly numbered and labelled according to the budget lines in the provisional budget (Annex 4).

Within 30 days following the end of the project, the coordinator shall present a final technical and financial report including the supporting documents (originals or certified copies) correctly numbered and labelled according to the budget lines in the provisional budget Annex 4.

Article 5. Role of the X Sectorial Consortium (X SC)

5.1 Training of the Beneficiaries

The XSC will be responsible for preparing and implementing a one-day Grant Implementation Training. The training will be given by the XSC staff.

The training will provide the beneficiaries with information on basic project management, grant implementation, record keeping, and procurement procedures. It will also include aspects pertaining applicable EU visibility rules, the improvement of networking skills and the use of social media, at least.

Costs for the foreseen visits to Brussels shall be included in the provisional budget (Annex 4).

5.2 Assistance to the beneficiaries of the financial support (BSOs implementing the activities)

The XSC will provide ongoing assistance to the BSO Partnership on all aspects of the project management, especially on project implementation (including procurement and visibility rules). This assistance will mainly be offered via MIS, monitoring visits and, if required, spot checks.

The XSC will perform a full check of interim/final reports (narrative and financial, including supporting documents) submitted by the beneficiaries and will approve or reject costs, explaining in the MIS the reasons of their decision, providing EUROCHAMBRES with an indication of the issues and aspects to be further checked.

5.3 Monitoring of the activities implemented by the Beneficiaries

Quantified and objectively verifiable indicators on each project (ref. is made to the financed activities, financial support to third parties) will be identified and relevant data will be collected during the first

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monitoring visits as well as from the description of the action of each project in order to prepare the monitoring and evaluation of the realization of the outcomes.

The XSC will regularly collect data from the projects towards realization of these indicators and will present achievements through the MIS to the EUROCHAMBRES' team.

5.4 Help for the amendment to the contract, if needed

The XSC will assist the beneficiaries in drafting their contract amendment requests, if needed.

Article 6. Role of the Coordinator

The coordinator is the main interlocutor of EUROCHAMBRES and of the Sectorial Consortium. His role is to:

1. Act as the intermediary for all communications between the beneficiaries and EUROCHAMBRES and the Sectorial Consortium
2. Monitor and control the project's work plan and that the action is implemented properly
3. Arrange BSOs Partnership meetings and subsequent reporting
4. Implement quality procedures for the project
5. Gather, monitor and consolidate the narrative and financial reports of periodical reports
6. Prepare, manage and coordinate project's financial checks
7. Manage the project resources including budget-related issues
8. Dispatch within the indicated time payments to the beneficiaries
9. Facilitate communication within the BSOs Partnership on administrative matters
10. Handle outstanding administrative issues like contract amendments
11. Consolidate project's deliverables and reports and maintain Quality Assurance
12. Upload all the related project documentation in the EU4BCC Management Information System (MIS).

Article 7. Obligations of the beneficiaries – Delay in the implementation of the action – Exclusion of a beneficiary

The Beneficiaries shall be jointly and severally liable towards EUROCHAMBRES for the performance of the grant contract.

In addition :

- a) The beneficiaries commit themselves to:
 - (i) timely complete – to the highest standards – the activities foreseen in XBSO partnership proposal
 - (ii) prepare by set deadlines the interim and final narrative and financial reports as well as all supporting documents duly signed by the XBSO partnership coordinator and send it within the agreed deadlines to the XSC's coordinator
 - (iii) provide EUROCHAMBRES in due time, and in any case no later than 15 days after receiving EUROCHAMBRES' request, all the documents and information to be submitted in the MIS.
- b) In case of any delay in the execution of the action, the Coordinator shall immediately inform XSC 's coordinator providing her/him with detailed information about the causes hereof and the corrective measures proposed, without impact on the agreed budget

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- (i) In case of unjustified delay caused by one the beneficiaries, the Coordinator shall send a formal demand of justification to the member under question, with copy to XSC's coordinator;
- (ii) If the concerned beneficiary doesn't reply for a period of 7 working days, the Coordinator should inform XSC which will submit the case to EUROCHAMBRES;
- (iii) Shall EUROCHAMBRES decide that the concerned beneficiary will be excluded from XBSO Partnership, EUROCHAMBRES may request the reimbursement of any advance payment unduly received without providing the failing member with a notice period or compensation;
- (iv) If the XBSO Partnership is composed of only 2 members, EUROCHAMBRES will consider the replacement of the beneficiary or to end the action after consultation of DG Near;
 - (iv.i) If the XBSO partnership is composed of more than 2 members, EUROCHAMBRES will consult DG Near to check whether the tasks will be redistributed among the remaining Consortium members or if a new BSO will be selected.

Article 8. Contact addresses

8.1 Any communication relating to this contract shall be in writing, state the number and title of the action and be sent to the following addresses:

For EUROCHAMBRES

Payment requests and attached reports, including requests for changes to bank account arrangements shall be uploaded in

EU4BCC Management Information System MIS

8.2 For XBSO partnership

Contact details of the coordinator

8.3 For X Sectorial Consortium

Contact details of the coordinator

Article 9. Subcontractors

The beneficiaries are allowed to subcontract part of the action. Activities subject to subcontracting are subject to the procurement procedure as set out in Annex 5 Procurement Procedure.

The beneficiaries cannot be also subcontractors in the action.

In case the beneficiaries want to hire a subcontractor, they must ensure the following conditions are complied with:

- subcontracting does not cover core tasks of the action,
- recourse to subcontracting is justified because of the nature of the action and is necessary for its implementation,
- the estimated costs of the subcontracting are clearly identifiable in the estimated budget set out in Annex 3,

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- any recourse to subcontracting, if not foreseen in Annex 4 (Provisional Budget), shall be communicated without delay to the Project coordinator for approval,

When subcontracting, the beneficiary shall take all necessary measures to prevent or end any situation that could compromise the partial and objective performance of the action.

The beneficiary must make sure that the subcontractor shall take all the necessary steps to publicize that the EU has co-financed the action. Such measures should be in line with article 10 of the contract.

Article 10. Visibility Rules

When implementing the action, the beneficiaries should ensure the visibility of the action as provided by the Visual Identity Guidelines (Annex 6).

In terms of communication, the twinnings, study visits and the B2B matches are events which will be promoted and recorded (pictures, short video declarations, etc.), to offer input for both the website's news section and for the social media channels. To this end the beneficiaries should make to sure to collect the participants consent.

Such written consent shall be formally included in the technical reports to EUROCHAMBRES which the deliverable refers. (Annex 7 Consent for the use of Video-Picture-Data).

Shall any deliverable submitted by the **XBSO** Partnership include pictures, video or audio recording of any person, the **XBSO** Partnership shall ensure that it has obtained and collected the explicit consent of the relevant person to be filmed or recorded and his image and/or voice to be used with no limitation. Such written consent shall be formally submitted to EUROCHAMBRES by the Consortium for each deliverable or activity finalized.

No additional website can be created for the EU4Business: Connecting Companies project. The website for all actions (with specific pages for each sector) is <https://connectingcompanies.eu/>

All beneficiaries of the actions will have to liaise with the **X** Sectorial Consortium managing their sector and send information to be published on the official website of the project <https://connectingcompanies.eu/>

Websites of the beneficiaries can be updated during the action, links to the official page of the project can be embedded, and notice of support from the EU has to be incorporated as above explained.

Social media channels need to be created by the **XBSO** Partnership for the sector and by all beneficiaries for each action. Posting and re-posting/sharing is strongly encouraged between the network of social media channels (formed by beneficiaries, consortia members and EUROCHAMBRES).

In accordance with the social media strategy of the project, communication in general and posts in particular should present the project as a valuable opportunity for BSOs to connect, to acquire knowledge, to exchange best practices; and for the SMEs to get in touch with potential partners, to increase their network of contacts, to have opportunities for better trade, development and internationalization.

Article 11. Processing of general data

Shall the **XBSO** Partnership deliver any activity or product where personal data concerning a specific person are mentioned or included, the **XBSO** Partnership acknowledges it has to ensure it has obtained and collected the explicit consent of the relevant person to provide, process, store and transfer such data under the GDPR and any other national applicable law, with no limitation (Annex 8 Privacy Policy).

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Article 12. Ownership of the results -Pre-existing intellectual rights

12.1 Ownership. The XBSO Partnership has the ownership of the results of the action. The XBSO Partnership agrees that all results or rights attached to the activities/products delivered under this contract, including copyright and other intellectual or industrial property rights (such as – but not limited to – trademark or design right) can be used by EUROCHAMBRES and by the European Commission with no limitation in the framework of the grant contract ENI/2019/411-865 and following amendments.

Shall the XBSO Partnership use the results of the action performed under this contract, the XBSO Partnership will use the following mention “results /... obtained within EU4Business: Connecting Companies Project”.

The XBSO Partnership agrees to grant EUROCHAMBRES and the European Commission the rights of reproduction, communication to the public, distribution, adaptation of the results.

The XBSO Partnership agrees to grant EUROCHAMBRES and the contracting authority any copyright or other intellectual property right and the exclusive rights on any other data or material used or subsisting in the final product for which this contract is signed or service delivered, whether finished or unfinished.

12.2 Pre-existing intellectual rights If any third party intellectual industrial property rights are used for the implementation of this contract, the XBSO Partnership ensures that it has secured all necessary consents and approvals to use such third party intellectual property rights (or transfer them where requested) and shall provide a list of such third parties to EUROCHAMBRES with the submission of each report (interim or final) .

Shall EUROCHAMBRES or the contracting authority require so, the XBSO Partnership shall provide evidence that it has the ownership or the right to use all the listed pre-existing rights, except for the rights owned or licensed by the European Union.

This evidence may refer, for example, to rights to: parts of other documents, images, graphs, fonts, tables, data, software, technical inventions, know-how, IT development tools, routines, subroutines or other programs (‘background technology’), concepts, designs, installations or pieces of art, data, source or background materials or any other parts of external origin.

This evidence must include, as appropriate:

- (a) the name and version number of a software product;*
- (b) the full identification of the work and its author, developer, creator, translator, data entry person, graphic designer, publisher, editor, photographer, producer;*
- (c) a copy of the licence to use the product or of the agreement granting the relevant rights to the contractor or a reference to this licence;*
- (d) a copy of the agreement or extract from the employment contract granting the relevant rights to the contractor where parts of the results were created by its personnel;*
- (e) the text of the disclaimer notice if any.*

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Article 13. Recovery of undue payment

If any amount is unduly paid to the **XBSO** Partnership or if the recovery is justified under the terms of this contract, the Coordinator undertakes to repay EUROCHAMBRES within 45 days of the issuing of the debit note, and the accompanying letter by which EUROCHAMBRES sends the request of the amount to be reimbursed.

The amount to be repaid to EUROCHAMBRES may be offset against payment of any kind due to EUROCHAMBRES by any of the beneficiaries, after prior written information. This shall not affect the parties' rights to agree on payments by instalments, in case EUROCHAMBRES agrees to it.

Article 14. Obligations of Keeping Records – supporting documents – EU Checks and Audits

This contract is signed in the framework of the EU4BCC grant agreement ENI/2019/411-865.

Therefore, in line with the provision of the general conditions of the EC grant agreement applicable to the present contract (Art. 16 Annex 1 General conditions), the beneficiaries will have to keep all the technical and financial documentation for 5 years after the final payment of the balance is received by EUROCHAMBRES.

Upon request of the Auditors of the EC, the beneficiaries will have to provide all the requested documentation within the delay foreseen in the request letter.

Article 15. Liability

The **XBSO** Partnership shall be solely responsible towards third parties, including liability for damage and injury of any kind sustained by its subcontractors while the action is being carried out or as a consequence of this action.

The **XBSO** Partnership shall discharge EUROCHAMBRES of all liabilities arising from any claim or action brought as a result of an infringement of rules or regulations by any of the beneficiaries or by any of the beneficiaries' employees who shall be considered as third parties.

Article 16. Early termination fo the grant contract

EUROCHAMBRES may proceed to an early termination of the contract should the EU grant contract it has signed with the EC be terminated for any reason.

In this case, the **XBSO** Partnership will be informed accordingly in due time and shall take all immediate steps to bring the action to a complete closure in a prompt and orderly manner and to reduce further expenditure to a minimum,

If the performance of the **XBSO** Partnership is not one of the reasons of the early termination of the contract, the **XBSO** Partnership shall be entitled to payment only for the part of the action carried out, excluding costs related to the ongoing commitments that are due to be executed after termination of the contract between the EC and EUROCHAMBRES.

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Article 17. Amendement to the contract

No amendment, modification or addition to this contract shall be effective or binding on either party unless agreed upon in writing and signed by their duly authorized representatives.

The contract will be amended in case:

- a) the XBSO Partnership requests a significant change in the description of the action and on the agreed budget. The Coordinator should send a duly justified request through the MIS for approval, **at least 30 days** before the amendment is intended to be used / in place.
- b) the coordinator or the composition of XBSO Partnership or if the XBSO Partnership, after having received the written and explicit agreement from EUROCHAMBRES, adds a new member in its own composition.

Article 18. Applicable law and settlement of dispute

This contract is subject to Belgian Law. Any disputes arising from this agreement which cannot be resolved amicably between the parties, shall be submitted to the Belgian Courts.

Article 19. Annexes

19.1 The following annexes to the contract form an integral part of the contract :

- Annex 1 Provisions of the general conditions of EU4BCC grant contract signed with the EU applicable to the contract
- Annex 2 EU4BCC Call for proposals of interest
- Annex 3 XBSO Partnership Proposal
- Annex 4 XBSO Partnership Budget (worksheets 1 and 2)
- Annex 5 Procurement Procedure
- Annex 6 Visual Identity Guidelines
- Annex 7 Consent for the use of Video-Picture-Data.
- Annex 8 Privacy Policy

Some annexes of the call will also be part of the contract

- Annex G IV Interim and final Narrative report template
- Annex G IV Interim and final Financial report template
- Annex G V Standard request for payment

19.2 In the event of a conflict between the provisions of the present special conditions and any annex thereto, the special conditions shall take precedence. In the event of a conflict between the provisions of Annex II and those of the other annexes, those of Annex II (General Conditions) shall take precedence.

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Done in English in 3 originals: one original being for the EUROCHAMBRES , one original being for the **X BSO** Partnership coordinator And one for Information for the **X** sectorial Consortium Coordinator

For EUROCHAMBRES

Date

Ben Butters

CEO

Signature

For the **XBSO Partnership**

Date

Name

Function

Signature

For information

X Sectorial Consortium Coordinator

Date

Name

Function

Signature