



GA n. 101074265

# **Euroclusters for Thriving Creative and Cultural Industries**

# **Guide for Applicants v 1.0**

Funding Support Scheme - Open Call #1





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# 1 CREATHRIV-EU Project

Project Acronym	CREATHRIV-EU
Project Title	Euroclusters for Thriving Creative and Cultural Industries
Project Number	101074265
Project Topic	SMP-COSME-2021-CLUSTER-01
Project Duration	24 months (01.09.2022 - 31.08.2024)
Overall Budget	€1.434.451,11 (EU contribution: €1.399.096,01). €1.080.000 of the total budget reserved for SMEs

# 1.1 Partners

BASILICATA CREATIVA	BASILICATA CREATIVA (BAC) https://www.basilicatacreativa.it/ ITALY
Baltic Film & Creative Tech Cluster	BALTIC FILM AND CREATIVE TECH CLUSTER (BFCTC) https://film-creative.tech/ LITHUANIA
INNOSKART Digital Cluster	INNOSKART VÁLLALKOZÁSFEJLESZTÉSI NONPROFIT KFT. (INNOSKART) www.innoskart.digital HUNGARY
TWİST	CLUSTER TWIST ASBL (TWIST) https://www.twist-cluster.com/accueil.htm?lng=en BELGIUM







ATHINA-EREVNITIKO KENTRO KAINOTOMIAS STIS TECHNOLOGIES TIS PLIROFORIAS, TON EPIKOINONION KAI TIS GNOSIS (ATHENA/CORALLIA)

www.corallia.org

**GREECE** 

#### 1.2 Introduction

The CREATHRIV-EU Euroclusters for Thriving Creative and Cultural Industries has received funding from the EU's Single Market Programme under Grant Agreement 101074265.

CREATHRIV-EU is a European cross-regional joint cluster initiative that aims at strengthening the European Creative and Cultural Industries (CCIs) and bringing it back on the sustainable growth path after the Covid-19 pandemic. Covid pandemic has exacerbated several issues within the ecosystem that need to be addressed in order for the CCIs to play their vital contribution to the twin transition (Green and Digital) and, in turn, to the growth of the whole EU.

Despite this, CCIs remain a very important sector for the whole EU, that can generate growth and employment thanks to their high dynamics and the possibility to interact and fertilise all the other economic sectors. On the one hand, we're observing an upward trend in the demand for creative products. On the other hand, there are many studies that indicate that creativity is one of the paramount soft skills to gain to remain competitive in the job market due to our world's fast-changing nature. The combination of hard-skills with soft-skills is in the interest of policy makers, businesses and academia for having a more resilient EU, in which clusters in the CCIs can definitively play an important role.

CREATHRIV-EU Consortium brings together clusters with a background in creative and cultural industry (CCI)s and ICT. It will strengthen current and develop new cross-sectoral industrial value chains within CCIs through a combination of actions. A cascade funding scheme, consisting in grants and prizes, will financially support SMEs for acquiring services such as business consultancy and training, travelling within and outside EU or implementing pilot projects in the field of green and digital transition.

The CREATHRIV-EU Funding Support Scheme aims at establishing a process that will allow SMEs to:

- increase their resilience;
- undergo green and/or digital transition;
- innovate;
- go international;
- build-up their skills.

# 1.3 Specific Objectives

CREATHRIV-EU project invites addresses the Creative and Cultural Industries Ecosystem and identifies the following specific objectives:





- Network for resilience to improve the resilience of the EU creative and cultural industrial ecosystems by developing value chains interlinkages in the EU Single Market. The aim is to improve the CCI value chains' ability to cope with challenges and undergo transitions in a sustainable manner through the integration of different actors, competences and solutions;
- 2. Innovate for strategic autonomy to build capacity in the most critical supplies and technologies of creative and cultural industry ecosystems. The aim is to reduce the dependency of companies on critical inputs and critical technologies through a development of novel ideas, substitutes, innovative products or services;
- 3. Adopt processes and technologies to reinforce transformation into a greener and more digital economy. The aim is to adopt processes and technologies that improve the creative and cultural industry value chains' efficiency in the use of resources, open markets for green technologies and services and uptake of digital solutions:
- 4. **Train** to foster up- and reskilling of the workforce while attracting talents;
- 5. **Go international** to boost access to global supply and value chains. The aim is to support the internationalisation of SMEs towards specific third countries, and/or strengthen the resilience in global CCI value chains they are already active in.

### 1.4 Specific Challenges

In pursuing the specific objectives presented in the previous paragraph, CREATHRIV-EU consortium would like to focus more on 4 specific challenges, as follows:

- 1. **Diversification of products/service/contents** based on digital technologies especially in the heritage, archives and libraries CCI sector;
- 2. Supporting the **green transition** of the audiovisual & multimedia sector and in performing arts;
- 3. Bridging the skill-gaps in the CCIs workforce and supporting a bigger **participation of women**:
- 4. Increasing business opportunities through **internationalisation and synergies** along and across value-chains.

### 1.5 What the CREATHRIV-EU project offers

CREATHRIV-EU will provide financial support to the SMEs in the CCIs in the form of lump-sum grants described in the following tables

### 1.5.a Small Scale Projects

Small Scale projects	
Calendar dates	Launch: 1st March, 2023  Application deadline: 2nd May, 2023, 17:00 h CET
Total budget for Small Scale Projects	€ 450,000 Top ranked proposals will be granted until the budget is exhausted.





Financial contribution	€5,000 / SME Lump-sum		
Project duration	Activities should be completed by 30th April 2024		
Supported activities	<ul> <li>Advisory services that will help CCIs SMEs create the necessary conditions for their competitiveness. SMEs will receive financial support to implement a small scale project together with an external expert that will consist in an in-depth mapping of specific SMEs' needs and provision of recommendations/action plans in the field of</li></ul>		
Payment scheme	A prefinance (45%) within 30 days from the signature of the sub-grant agreement and a final instalment within 30 days after approval of technical report		
Expected outputs	<ul> <li>Risk Mitigation Plan</li> <li>Executive Roadmap for the implementation of technology</li> <li>Internationalisation strategy</li> <li>Training certificate/Ex-post training evaluation</li> <li>The information related to the tasks implemented, the achievement of these outputs will be described in a technical report, whose template will be provided during the project implementation.</li> </ul>		
N. of projects to be funded during the whole project	<ul> <li>40 Small Scale Projects for Advisory services</li> <li>50 Small Scale Projects for Up/Re-skilling</li> </ul>		





# 1.5.b Collaboration Pilot Projects

Collaboration Pilot projects			
Calendar dates	Launch: 1st March, 2023  Application deadline: 2nd May, 2023, 17:00 h CET		
Total budget for Collaboration Pilot Projects	€ 320,000 Top ranked proposals will be granted until the budget is exhausted.		
Financial contribution	€20,000 / project Lump-sum		
Project duration	Activities should be completed by 30th April 2024		
Supported activities	This type of grant aims at supporting the green and/or digital transition of the CCIs. SMEs will need to collaborate with at least another organisation to implement a pilot project.  The grants will support the implementation of projects for the development and deployment of prototypes having a minimum of level 4 of CRL (Commercial readiness Level) and level 4 of TRL (Technology readiness level) as explained in the MATMAX scale accessible at the following link https://www.wsl.be/matmax/evaluation_d.php?lang=en  The projects will involve an SME from the CCIs as defined in Annex 2 and, at least, another organisation (Large company, R&D organisation, etc.) that will collaborate for tackling one of the challenges presented in the section 1.4.  The activities supported will be as follows:  1. Deployment of emerging technology that is new for the SME - The project will aim at deploying a technology which is new either for the specific sector or for the company. The aim is to help the company tackle one of the challenges presented in section 1.4 and in doing so, reinforcing ts capacity to bring new product / services to market and make a step, in its business processes, towards more digital and / or green, resource efficient operation.;  2. Improvement of existing product/technology - The project will aim at improving a product/technology that the SMEs has already developed with a minimum of 4 TRL or CRL.		
Payment scheme	A prefinance (45%) within 30 days from the signature of the sub-grant agreement and a final instalment within 30 days after approval of technical report		





Expected outputs	Proving the impact of the emerging technology in terms of environmental and economic sustainability  Proving elements of the progression of the prototype in terms of CRL and/or TRL  The information related to the project implementation, and specifically the achievement of these outputs will be described in a technical report, whose template will be provided during the project implementation.
N. of projects to be funded during the whole project	16 Collaboration Pilot Projects

#### 1.5.c Travel Grants

Travel Grants		
Calendar dates	Launch: 1st March, 2023  Application deadline: 2nd May, 2023, 17:00 h CET	
Total budget for TRavel Grants	€ 75,000 (Intra-EU) € 200,000 (Extra-EU) Top ranked proposals will be granted until the budget is exhausted.	
Financial contribution	€1,500 / SME (Intra-EU Travel) € 5,000 /SME (Extra-EU)	
Project duration	Activities should be completed by 30th April 2024	
Supported activities	Intra-EU Travel Grant will support SMEs organise business missions and/or attend events inside the EU or in one of the countries associated to the Single Market Programme     Extra-EU Travel Grant will support SMEs organise business missions and/or attend events outside the EU and countries participating in the SMP	
Payment scheme	One instalment within 30 days after approval of technical report	
Expected outputs	<ul> <li>Follow-up report of the mission</li> <li>Partnership Agreement</li> <li>Trade Agreement with company/ies in 3rd country</li> </ul>	
N. of projects to be funded during the whole project	<ul><li>50 Intra-EU Travel Grants</li><li>40 Extra-EU Travel Grants</li></ul>	





The maximum amount to be granted per <u>SME shall not exceed €38,500</u> in total even in the case of multiple granted types of support. Each interested SME can apply to one or several types of support in accordance with its needs and request but can only be granted with the maximum financial contribution cumulatively.

In case the number of expected successful applicants cannot be reached the relevant budget can be reserved for a second call for grants or relocated between the different grant categories.

N.B.: 10% of the total financial support (108,000€) will be reserved for SMEs coming from countries other than: Italy, Lithuania, Hungary, Belgium and Greece.

#### 2. Call in details

### 2.1 Who can apply

Small and medium enterprises (SMEs) in the creative and cultural industries ecosystem (as defined in the <u>Annex 2</u>) can apply for this call. Companies shall meet the following criteria to be eligible:

• Being a small - or medium-sized enterprise (SME), according to the definition in <u>EU</u> recommendation 2003/361:

Company category	Staff headcount	Turnover	OR	Balance sheet total
Medium Sized	< 250	≤€ 50 m		≤ € 43 m
Small	< 50	≤€ 10 m		≤€ 10 m
Micro	< 10	≤€ 10 m		≤€2 m

- Having an economic activity related to the CCIs (see next section);
- Being based in EU countries or countries which are associated with the COSME part of the Single Market Programme are eligible. Specific attention will be paid to:
  - a) SMEs from EU-13 countries;
  - b) SMEs from less developed and transition regions as indicated in the EU 2021-2027 Cohesion Policy;
  - c) Involving SMEs from regions with which the CREATHRIV-EU partners had no previous cooperation.

For more detailed information see Annex 3 Definition of Territorial eligibility.

# 2.2 What is the creative and cultural industry?

Cultural and creative sectors are all sectors whose activities are based on cultural values, or other artistic individual or collective creative expressions. The Funding Support Scheme will focus on the following sub-sectors of the creative and cultural industry:

- Heritage, archives, libraries
- Audiovisual and multimedia including IT, software & computer services
- Books & press





- Visual art
- Performing arts
- Education

For eligible activities, please check <u>Annex 2</u> list of NACE codes. It should be noted that the creative and cultural sector activities as described above should be at the core of the project applications and actions.

# 2.3 Eligibility Conditions

	Eligibility Criteria
1	Applicants must be an SME and declare their SME status in accordance with the SME definition of the European Union as part of the application via this link. The applicants must fill in the self-assessment and annex its result to the application.
2	Applicants must fall under one of the eligible NACE codes, listed in Annex 2
3	Applicants must fall under the territorial scope of CREATHRIV-EU (see <u>Annex</u> <u>3</u> ).
4	Applicants should address at least one of the CREATHRIV-EU specific objectives and challenges.
5	Applications and supporting documentation must be written in English (applications partially written in another language are not eligible) and must not exceed the maximum number of characters stated in each text box of the template.
6	Applications must be submitted through the online submission tool accessible at (https://www.f6s.com/creathrive-eufirstcall/) by the deadline indicated in section 1.5 and section 7 of the present document.
7	Only one (1) Annex can be submitted, including diagrams, charts etc. It must be a PDF and can be up to 5 A4 pages long and no larger than 10MB in size. The font size must be Arial 11.
8	In order to avoid double funding, applicants must declare that the same project idea / activity hasn't received funding under another call for the same activities.
	Eligibility criteria applicable ONLY for Collaboration Pilot Projects
9	For Pilot Collaboration Projects a collaboration between one SME and at least another organisation is required. A proof of the collaboration must be provided at the time of submission.
10	Having either Technology Readiness Level (TRL) or a Commercial Readiness Level (CRL), or both greater or equal to 4 as explained in the MATMAX scale accessible at the following link <a href="https://www.wsl.be/matmax/evaluation_d.php?lang=en">https://www.wsl.be/matmax/evaluation_d.php?lang=en</a>





#### 2.4 Exclusion criteria

Applicants will be excluded from the evaluation process if they present the following elements:

- Receiving funds and support under other SMP-COSME-2021-CLUSTER-01 projects or under other EU funding programmes for the same activities (double funding is not allowed);
- Presenting the characteristics of a "company in difficulty", as defined by the EU Regulation n.651/2014 of the European Commission;
- Lack of administrative, technical, operational and financial capacity, necessary to implement the projects' activities, as foreseen by art. 125 of the EU Regulation n. 1303/2013.

# 3. Application Submission

# 3.1 Application Preparation and Submission

To submit an application SMEs should follow these steps:

- 1. Carefully read the open call documents composed by the:
  - a. Guidelines for Applicants
  - b. Annex 1 National Contact points
  - c. Annex 2 List of Eligible NACE Codes
  - d. Annex 3 Definition of Territorial Eligibility
  - e. Annex 4: Proposal template
  - f. Annex 5: Declaration of honour
  - g. Annex 6: Sub-grant agreement template
- 2. Go to <a href="https://www.f6s.com/creathrive-eufirstcall/apply">https://www.f6s.com/creathrive-eufirstcall/apply</a> to fill in the application form through the F6S platform (applicants are required to register a profile at F6S to be able to submit an application) and answer all mandatory questions.

It is strongly recommended not to wait until the last minute to submit the application. Failure of the application to arrive in time for any reason, including network communications delays or working from multiple browsers or multiple browser windows, is not acceptable as an extenuating circumstance. The time of receipt of the application as recorded by the submission system will be definitive.

### 3.2 Application Reception

Submissions will **ONLY** be done via the F6S platform.

A full list of applicants will be drafted containing their basic information for statistical purposes and clarity, which will be also shared with the European Commission and EISMEA for transparency.





#### 3.3 Data Protection

In order to process and evaluate applications, creathriv-eu will need to collect Personal and Industrial Data. F6S Network Ireland Limited IE, as the Open Call Manager of the project, will act as Data Controller for data submitted through the F6S platform for these purposes. The F6S platform's system design and operational procedures ensure that data is managed in compliance with The General Data Protection Regulation (EU) 2016/679 (GDPR). Each applicant will accept the F6S terms to ensure compliance. Please note that CREATHRIV-EU requests the minimum information needed to deliver the evaluation procedures or the support programme. Annexes Declaration of Honour, Bank Account Information and Model Subgrantee Agreement are provided for reference and will only be requested if the applicant the CREATHRIV-EU support programme. Please accepted in https://www.f6s.com/privacy-policy to check the F6S platform data privacy policy and security.

### 4. Evaluation Process

### 4.1 Evaluation procedure

As per the project proposal submitted, the evaluation of each submitted application will be carried out by an International Evaluation Panel consisting of 2 experts from the CREATHRIV-EU consortium partners. These representatives have solid knowledge on topics related to the project therefore their views and opinions will ensure that the most suitable candidates are selected.

Once the applicants have submitted their proposals, the CREATHRIV-EU Evaluation team will proceed to:

- 1. Check eligibility and admissibility (See Who can apply and Eligibility Conditions above) and, if successful;
- 2. Initiate the evaluation of the content of the proposals (Quality check).
- 3. Consensus group of the ranking list

The outcome of the call - including a description of the third party actions, the date of the award, duration, and final recipient legal names and countries - will be published on the ECCP site of the project.

The purpose of the evaluation is to assess the excellence, impact and implementation of each proposal that successfully passed the admissibility and eligibility criteria.

#### 4.2 Evaluation Criteria

EVALUATION CRITERIA	Max points
1. Excellence	10
Are the proposed activities and approach relevant to address the CREATHRIV-EU strategic objectives and specific challenges?	5





5
10
5
5
10
5
5

The maximum score in each section (Excellence, Impact, Implementation) is 10. The threshold for each individual section will be 5. The overall threshold, applying to the sum of the three individual scores will be 18 points.

# 4.3 Scoring Mechanism

Score	Description
0 - None	The information requested is missing or incomplete
1 - Very Poor	The information provided is considered irrelevant or inadequate, compared to the specific call provisions
2 - Poor	The information provided lacks relevant quality and contains significant weaknesses, compared to the specific call provisions
3 - Fair	The overall information provided is adequate, however, some aspects are unclearly or insufficiently detailed, compared to the specific call provisions
4 - Good	The information provided is adequate with good outlined details, compared to the specific call provisions
5 - Excellent	The information provided is outstanding in its details, clarity and coherence, compared to the specific call provisions.

# 4.4 Final Ranking and Selection

At the end of the evaluation process, the proposals will be ranked taking into account the revised scores from the online consensus meeting. The criteria for the ranking of the proposals will be semi-automatic following the rules below:

1. **Rule 1:** The proposals will be ranked based on their overall score;





- 2. Rule 2: In case following Rule 1 there are proposals in the same position priority will be given to the proposal with higher score in the impact section;
- 3. **Rule 3:** In case following Rule 2 there are proposals in the same position priority will be given to the proposal with higher score in the excellence section;
- 4. **Rule 4:** In case following Rule 3 there are proposals in the same position priority will be given to the proposal involving SMEs from a less-developed region;
- 5. **Rule 5:** In case following Rule 4 there are proposals in the same position priority will be given to the proposal involving SMEs from a EU-13 country;
- 6. **Rule 6:** In case following Rule 5 there are proposals in the same position priority will be given to the proposal involving SMEs from regions CREATHRIV-EU partners had no previous cooperation with, as further detailed in the <u>Annex 3</u>.

#### 4.5 Communication of Results

Every applicant will receive via e-mail:

- 1. An Evaluation Summary Report (ESR)
- 2. A letter informing of a rejection decision or invitation to enter the negotiation phase.

#### 4.6 Redress Procedure

Any complaints against the project selection process have to be submitted by the applicant on behalf of the project to <a href="mailto:creathriveu@basilicatacreativa.it">creathriveu@basilicatacreativa.it</a> within 8 calendar days after the notification of the evaluation results.

The applicant shall clearly specify what failures or mistakes have happened during the assessment of the proposal and include clear references to the relevant programme documents (Terms and Conditions, application form, etc.). Prior to filing a complaint, the applicant is strongly advised to request additional information from the SME regional contact point within the timeframe (10 calendar days) available for submitting a complaint. Only one request for redress per assessed application will be considered by the Committee, made up of one representative of each project partner. All requests for redress will be treated in confidence.

The Review Committee will examine the complaint on the basis of the information brought forward by the applicant, will assess the case and decide whether the complaint is justified or not and will inform the applicant and the consortium on the decision taken.

If the complaint is considered justified, the Review Committee will notify the evaluators to re-evaluate the project application and the related assessment part, subject to the complaint. The evaluators will then provide the Review Committee with an updated assessment. The final decision on the complaint will be communicated by the Review Committee to the applicant in writing within 20 working days from the date of submitting the complaint. This decision will be final, binding to all parties and not subject to any further complaint proceedings within the programme if the complaint is based on the same grounds.





# **5 Contracting**

### **5.1 Contract Preparation**

After the Open Call evaluation conclusion and application selection, the CREATHRIV-EU partners will start the contract preparation in collaboration with the selected applicants.

Contract preparation will go via administrative and financial checking (and potentially into technical or ethical/security negotiations) based on evaluators' comments.

The objective of the contract preparation is fulfilling the legal requirements between the CREATHRIV-EU team and every beneficiary of the open call. The items covered will be

- 1. Inclusion of the comments (if any) in the Evaluation Summary Report of the proposals and mapping to the Sub-grant agreement (contract).
- 2. To validate the status information of the applicant according to the definition included in section 3 'Eligibility Criteria' of this document, the following documents will be required:
- Legal existence: Organisation Register, Official Gazette or another official document per country showing the name of the organisation, the legal address and registration number and a copy of a document proving VAT registration (in case the VAT number does not show on the registration extract or its equivalent).
- Declaration of honour: Document that ensures that the sub-grantee complies with the rules and is not in a situation that would exclude him/her from receiving EU funding.
- Bank account information: The account where the funds will be transferred will be indicated via a form signed by the applicant representative and the bank representative. The account should be a business bank account of the applicant.

The request, by CREATHRIV-EU Consortium, for the above documentation will be done within the deadlines. In general, the negotiation should be concluded within 2 weeks. An additional week may be provided by the CREATHRIV-EU coordinator in case of significant reasoning. In case negotiations have not been concluded within the above period, the proposal can be rejected and the next proposal in the reserve list can be invited.

### 5.2 Contract Signature

At the end of the negotiation phase, a Sub-Grant Agreement (Contract) will be signed between the CREATHRIV-EU consortium partner responsible for the payment and each selected applicant.

# **CREATHRIV-EU Grants Implementation**

# 6.1 General payment terms and beneficiaries' obligations

All payments will be made in Euros (€).





- Beneficiaries have to set up internal consortium agreements regulating their cooperation, just in case of a pilot project. CREATHRIV-EU Consortium will not be responsible for paying any costs applied for and incurred by the beneficiaries in case of non-compliance with the terms and conditions of the CREATHRIV-EU funding scheme.
- Submission of an application does not constitute an entitlement for funding.
- The recipients of the financial support from CREATHRIV-EU Consortium must ensure that the European Commission, the European Anti-fraud Office (OLAF) and the Court of Auditors (ECA) can exercise their powers of control, on documents, information, even stored on electronic media, or on the final recipient's premises.
- Beneficiaries' obligations are the following:
  - The SME/ consortium must for a period of five-years after the payment of the balance - keep records and other supporting documentation to prove the proper implementation of the action.
  - They must make them available upon request or in the context of checks, reviews, audits or investigations.
  - If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under the grant agreement (including the extension of funding), the SME/ consortium must keep the records and other supporting documentation until the end of these procedures.
  - The SME/ consortium must keep the original documents. Digital and digitised documents are considered originals, if they are authorised by the applicable national law. Non-original documents may be accepted if they offer a comparable level of assurance.

# 6.2 Which are the payment terms per grant?

Туре	Payment Scheme
Small-Scale Projects	A prefinance (45%) within 30 days from the signature of the sub-grant agreement and a final instalment within 30 days after approval of technical report
Travel Grants	1 financial instalment within 30 days after approval of technical report and relevant travel documentation (invoices, boarding passes, tickets etc.)
Collaboration Pilot Projects	A prefinance (45%) within 30 days from the signature of the sub-grant agreement and a final instalment within 30 days after approval of technical report

### 6.3 Period of costs' eligibility

Period of costs' eligibility starts from the signature of the sub-grant date until the end of the project as it will be defined. Expenditures incurred before submission date of the proposal





are not eligible with the exception of travel grants. In case of the travel grants, costs may be eligible as from the date of submission of the application (the activity must take place after the submission date of the application) if duly justified, and provided that all other conditions for cost eligibility are met. Submission of an application does not constitute an entitlement for funding.

Expenditures incurred after the reporting period are not eligible.

### 6.4 Monitoring and Reporting Process

The CREATHRIV-EU beneficiaries shall provide a performance progress report for the activity along with the respective necessary documentation depending on the grant category as described hereunder.

**Small Scale projects:** one report validating the work max 1 (one) month after the end of the project duration as defined in the sub-grant agreement and/or official certification of successful completion of the training requirements.

**Travel grants:** one overall performance report and respective documentation for the travel and/or attendance to the event and commercial negotiations. For Extra-EU travels, a partnership/trade agreement is expected as the main result.

**Pilot Collaboration Projects:** one overall performance report about the technical implementation of the pilot action.

The purpose of the above is to evaluate:

- the degree of fulfilment of the project work plan for the relevant period and of the related deliverable(s);
- the continued relevance of the objectives and breakthrough potential with respect to the scientific and industrial state of the art;
- the expected potential impact in economic, competition and social terms, and the CREATHRIV-EU Beneficiary's cooperation to elaborate a dissemination of the results.

#### 6.5 Conflict of Interest

The beneficiaries must take all measures to prevent any situation where the impartial and objective implementation of the Sub-Grant Agreement could be compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect interest ('conflict of interests').

### 6.6 Confidentiality and Data Protection

**GDPR compliance:** 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 CREATHRIV-EU objectives and work plan. The CREATHRIV-EU Consortium commits to handling personal data confidentiality except for the call results, which will contain the following information:

- Information about successful CREATHRIV-EU funding support applications that will be made publicly available before the end of the project containing: project title, names of project partners and short project description (as provided by the applicant in the application template).
- Information about successful CREATHRIV-EU funding support that will be made publicly available after the end of the project: project title, names of project partners, awarded funding and updated short project description (as provided by the project partners in the Final Report).

The processing of data that CREATHRIV-EU Consortium intends to carry out will be based on lawfulness and correctness in the full protection of its rights and its confidentiality pursuant to the general principles of the GDPR and its art.24. Therefore, the competitors are informed of the procedure that the data provided by the applicants will be treated exclusively with reference to the procedure for which they submitted the documentation.

The applicants can exercise their rights towards the data controller, pursuant to article 12 of the GDPR. For any inquiries regarding the processing your personal data, please contact the coordinator (see Annex1)

Application selection and evaluation will be performed under the appropriate ethical conduct and will respect the confidentiality of the information received.

#### Sensitive information

The parties must keep confidential any data, documents or other material (in any form) that is identified as sensitive in writing ('sensitive information) - during the implementation of the action and for at least the time-limit of 5 years after the final payment.

If a beneficiary requests, the CREATHRIV-EU Consortium may agree to keep such information confidential for a longer period. Unless otherwise agreed between the parties, they may use sensitive information only to implement the Sub-Grant Agreement.

The CREATHRIV-EU Consortium may disclose sensitive information to its staff and to other EU institutions and bodies. It may moreover disclose sensitive information SMEs, if:

- 1. this is necessary to implement the Sub-Grant Agreement or safeguard the EU financial interests and
- 2. the recipients of the information are bound by an obligation of confidentiality.

The confidentiality obligations no longer apply if:

- 1. the disclosing party agrees to release the other party;
- 2. the information becomes publicly available, without breaching any confidentiality obligation;
- 3. the disclosure of the sensitive information is required by EU, international or national law.

#### Classified information

The parties must handle classified information in accordance with the applicable EU, international or national law on classified information (in particular, Decision 2015/44417 and its implementing rules). Deliverables which contain classified information must be submitted





according to special procedures agreed with the granting authority. Action tasks involving classified information may be subcontracted only after explicit approval (in writing) from the granting authority. Classified information may not be disclosed to any third party (including participants involved in the action implementation) without prior explicit written approval from the granting authority.

#### 6.7 Ethics

The granted action must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles.

### 6.8 Intellectual Property Rights and Dissemination

The applicants are advised to arrange for internal contracts regarding Intellectual Property Rights, the use and dissemination of the results generated by the project teams through the funding obtained via CREATHRIV-EU financial support.

For dissemination and use of results generated through the financial support from the Consortium, the recipients must credit the CREATHRIV-EU project through proper citation and appearance of the CREATHRIV-EU logo and EU Logo, including the proper citation "This project has received funding from the European Union's EISMEA, Single Market Programme, Call SMP-COSME-2021-CLUSTER, under grant agreement number 101074265".

# 6.9 Gender Equality

CREATHRIV-EU Consortium seeks gender balance. Therefore, applicants are invited to take all measures to promote equal opportunities between men and women in the implementation of the action. They must aim for a gender balance at all levels of personnel assigned to the action, including supervisory and managerial levels to the extent possible.

#### 6.10 Disclaimer

**Purpose:** This text is explaining the CREATHRIV-EU financial support scheme for information purposes only. No rights can be claimed on the basis of this document. This document does not reflect the views of the European Commission and EISMEA.

Mistakes or inconsistencies: The CREATHRIV-EU Consortium is not responsible for any mistakes or misinterpretations that this text may cause. In the case of inconsistencies, the Consortium will determine the steps to be taken, in cooperation with the applicant concerned.

**Modification of the Terms and Conditions:** The CREATHRIV-EU partners, represented by the coordinator are entitled to modify these Terms and Conditions (including re-opening/closing dates of the calls, in case of non-granting of funds and/or early depletion of the available funds, or as they see fit) at any time without notice. The current Guide for Applicants will be provided at the following link always mentioning the version number. The





most recent version of the Terms and Conditions of the CREATHRIV-EU financial support scheme apply and prevail.

**Consequential damages:** In no event shall either party be liable to the other or any of its affiliates for any consequential, incidental, indirect, special, punitive or exemplary damages (including, without limitation, lost profits, business or goodwill) suffered or incurred by such other party or its affiliates in connection with this financial support scheme, even if advised of the possibility of such damages.

# 6.11 Visibility — European flag and funding statement

Unless otherwise agreed with the granting authority, 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 EU support and display the European flag (emblem) and funding statement (translated into local languages, where appropriate):





Funded by the European Union

The emblem must remain distinct and separate and cannot be modified by adding other visual marks, brands or text.

Apart from the emblem, no other visual identity or logo may be used to highlight the EU support.

When displayed in association with other logos (e.g. of beneficiaries or sponsors), the emblem must be displayed at least as prominently and visibly as the other logos.

For the purposes of their obligations under this point, the beneficiaries may use the emblem without first obtaining approval from the CREATHRIV-EU Consortium. This does not, however, give them the right to exclusive use. Moreover, they may not appropriate the emblem or any similar trademark or logo, either by registration or by any other means.

### 6.12 Consequences of non-compliance

If a beneficiary breaches any of its obligations linked to carrying out the action, the grant may be reduced.

### 6.13 General information obligations

Information requests





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 Sub-Grant Agreement. The information provided must be accurate, precise and complete and in the format requested, including electronic format.

#### Beneficiary data update

The beneficiaries must keep — at all times, during the action or afterwards — their information stored in by the CREATHRIV-EU Consortium up to date, in particular, their name, address, legal representatives, legal form and organisation type.

Information about events and circumstances which impact the action

The beneficiaries must immediately inform the granting authority (and the other beneficiaries) of any of the following:

events which are likely to affect or delay the implementation of the action or affect the EU's

- 1) financial interests, in particular:
  - a) changes in their legal, financial, technical, organisational or ownership situation (including changes linked to one of the exclusion grounds listed in the declaration of honour signed before grant signature)
  - b) linked action information: not applicable
- 2) circumstances affecting:
  - a) the decision to award the grant or
  - b) compliance with requirements under the Agreement.

#### Record-keeping and supporting documents

The beneficiaries must — at least for 3 years after final payment — keep records and other supporting documents to prove the proper implementation of the action in line with the accepted standards in the respective field (if any).

In addition, the beneficiaries must — for the same period — keep the following to justify the amounts declared: for lump sum costs and contributions according to usual cost accounting practices (if any): the beneficiaries must keep any adequate records and supporting documents to prove that their cost accounting practices have been applied in a consistent manner, based on objective criteria, regardless of the source of funding, and that they comply with the eligibility conditions.

# 7 Indicative Call Timeline

Call opens: 1st March 2023

Call closes: 2nd May 2023, Monday, 17h CET

Evaluation process and publication of results: 3rd May - 23rd June 2023

Contracting phase: 24th June – 21st July 2023

Start of project: Right after the signature of the sub-grant agreement





# **Annex 1 - National Contact Points**

Country	Name	Organization	Contact Details
Italy	Mr. Giovanni SCARAMUZZO	Basilicata Creativa	creathriveu@basilicatacrea tiva.it
Lithuania	Ms. Aistė LITVINAITĖ-JABLONSK IENĖ	Baltic Film and Creative Tech Cluster	aiste@film-creative.tech
Hungary	Mr. Zsolt KERESZTÚRI	Innoskart	innoskart@innoskart.hu
Belgium	Ms. Maïté DEBRY	TWIST	m.debry@twist-cluster.com
Greece	Ms. Nektaria BERIKOU	Corallia	n.berikou@corallia.org





# **Annex 2 - List of Eligible NACE Codes**

Cultural Domain	Nace Code (NACE Rev. 2)
	R91.01 - Library and archives activities
Heritage, Archives &	R91.02 - Museums activities
Libraries	R91.03 - Operation of historical sites and buildings and similar visitor attractions
	C18.11 - Printing of newspapers
	C18.12 - Other printing
	C18.13 - Pre-press and pre-media services
	C18.14 - Binding and related services
Books & Press	J58.11 - Book publishing
	J58.13 - Publishing of newspapers
	J58.14 - Publishing of journals and periodicals
	J63.91 - News agency activities
	M74.30 - Translation and interpretation activities
	J58.19 - Other publishing activities
Visual Arts	M74.10 - Specialised design activities
Visuai Arts	M74.20 - Photographic activities
	R90.03 - Artistic creation
	R90.01 - Performing arts
Performing Arts	R90.02 - Support activities to performing arts
	R90.04 - Operation of arts facilities
	C18.20 - Reproduction of recorded media
Audio-Visual & Multimedia	C32.20 - Manufacture of musical instruments





	J59.11 - Motion picture, video and television programme production activities
	J59.12 - Motion picture, video and television programme post-production activities
	J59.13 - Motion picture, video and television programme distribution activities
	J59.14 - Motion picture projection activities
	J58.21 - Publishing of computer games
	J59.20 - Sound recording and music publishing activities
	J60.10 - Radio broadcasting
	J60.20 - Television programming and broadcasting activities
	J62.01- Computer programming activities
	J63.11- Data processing, hosting and related activities
Education	P85.42 - Tertiary education
Luucation	P85.52 - Cultural education





# **Annex 3 - Definition of Territorial Eligibility**

To be eligible for CREATHRIV-EU grants and prizes, the applicant must be an SME from an eligible country:

- EU member states
- EU Acceding countries, candidate countries and potential candidates Albania, Bosnia and Herzegovina, Kosovo, Moldova, Montenegro, North Macedonia, Serbia, Turkey and Ukraine
- Iceland, Norway and Liechtenstein
- Applications from these countries and / or regions will be prioritised. In case of equal scores, the application with an applicant from a prioritised country has priority:
  - EU-13 countries: Bulgaria, Croatia, Cyprus, Czech Republic, Estonia, Hungary, Latvia, Lithuania, Malta, Poland, Romania, Slovakia and Slovenia.
  - EU regions CREATHRIV-EU partners had no previous cooperation with :
    - o País Vasco, Spain, ES21
    - Hamburg, Germany, DE60
    - Köln, Germany, DEA2
    - o Paris, France, FR10
    - o Auvergne-Rhône-Alpes, France, FRK2
    - Vojvodina, Serbia, RS12
    - o Groningen, Netherlands, NL11
    - Utrecht, Netherlands, NL31
    - Algarve, Portugal, PT15
    - o Região Autónoma dos Açores, Portugal, PT20
    - Länsi-Suomi, Finland, FI19
    - Pohjois- ja Itä-Suomi, Finland, FI1D
    - Östra Mellansverige, Sweden, SE12
    - Småland med öarna, Sweden, SE21
    - o Northern and Western, Ireland, IE04
    - Oberösterreich, Austria, AT31
    - o Steiermark, Austria, AT22
  - Less-developed regions: GDP per capita < 75% EU-27 average. Please check this link: https://ec.europa.eu/eurostat/cache/RCI/#?vis=nuts2.economy&lang=en





# **Annex 4 - Template of Application Forms**

APPLICANT'S Administrative Data		
All LIOANT O Administrative	, Data	
Company Name		
Is your organisation an SME? (EU SME definition: https://single-market-econom y.ec.europa.eu/smes/sme-def inition_en)		
NACE Code of your primary business activity: (drop-down list)		
Postal Address		
Country		
Region (NUTS2 Code)		
Telephone Number		
Website		
Name of the contact person		
Telephone Number (if different from the organisation)		
Last annual turnover:		
Requested Financial Support:		
Name of Partner 2 (Only for Collaboration Pilot Projects)		
Type of organisation (drop-down list)	<ul><li>SME</li><li>Large Enterprise</li><li>Research Organisation</li></ul>	
Sector		
Region (NUTS2 Code)		
Name of Partner 3 (Only for Collaboration Pilot Projects)		





Type of organisation (drop-down list)  Sector  Region (NUTS2 Code)  Name of Partner 4 (Only for Collaboration Pilot Projects)  Typo of organisation (drop-down list)	<ul> <li>SME</li> <li>Large Enterprise</li> <li>Research Organisation</li> </ul> SME <ul> <li>Large Enterprise</li> <li>Research Organisation</li> </ul>
Sector	
Region (NUTS2 Code)	
Which are the specific strategic objectives that you are tackling with your proposal:	<ol> <li>Network for resilience</li> <li>Innovate for strategic autonomy</li> <li>Adopt processes and technologies</li> <li>Train</li> <li>Go international</li> </ol>
Which of the following specific challenges is your proposal addressing:	<ol> <li>Diversification of products/service/contents based on digital technologies especially in the heritage, archives and libraries CCI sector;</li> <li>Supporting the green transition of the audiovisual &amp; multimedia sector and in performing arts;</li> <li>Bridging the skill-gaps in the CCIs workforce and supporting a bigger participation of women;</li> <li>Increasing business opportunities through internationalisation and synergies along and across value-chains.</li> </ol>
Summary of the project: (Max 1,000 characters)	
Starting Date:	
Duration:	
Have you submitted the same idea under another call for grants?	
If yes, which one?	





Did the same idea receive funding under other funding programmes?	
If yes, which one?	

EXCE	LLENCE	
Question in the form	Evaluation Criterion	Max. Score
Please, explain briefly what are your project objectives (Max. 1,500 characters)	Are the proposed activities and	
Please, outline briefly your proposed approach (Max. 2,500 characters)	Are the proposed activities and approach relevant to address the CREATHRIV-EU strategic	5
Please explain how your proposed activities will contribute to tackle the specific challenge (Max. 2,000 characters)	objectives and specific challenges?	
Please explain briefly the relevance of your proposed activities for the CCIs Ecosystem (Max. 2,000 characters)	Is the project relevant from the CCI sector point of view?	5
IMF	PACT	
Please specify the expected benefits your company will get from the grant. Economic, environmental and social impacts are considered relevant (Max. 2,500 characters)	Will the project help the company improve its sustainability (economic, environmental, social)?	5
What are the tangible outputs of your project? (Max. 2,500 characters)	Are the expected outputs aligned with those one indicated in the call?	5
IMPLEM	ENTATION	
Describe briefly the tasks to be implemented and their timeframe (Max. 2,500 characters)	Are the project objectives achievable taking into consideration the applicant/s's plan and capabilities?	5
Outline the profile of the people/organisations involved in the implementation and their role in the implementation (Max. 2,500 characters)	Do(es) the applicant(s) / partner(s) have the capacities to implement the project?	5





# **Annex 5 - Declaration of Honour**

#### CREATHRIV-EU 1st OPEN call FOR CCIs SMES

I,	the	undersigned	, /	representing	the SME of SME in local
(Name of SME in local language and in English) hereby state that:					
-	All inf condit knowle	formation provided tion for participatin edge;	sign this statement on b by SMEg in the call for Propos	als is correct to the	required as a best of my/our
-	partici SME finance and in SME enterp	pate in the call for		to submit all required is the adequate orgonical to the adequate orgonical to this call for Propers of a bound of a bound is not part of a bound is the submitted in the submitt	ed documents; ganisational and in the Proposal osals; igger group of
-	The i		oposal is accurate and tr Proposal is not plagia		
-	or win a cou suspe	nding up procedure ort, it is not in an ended or it is not	is s, its assets are not bein arrangement with credit in any analogous situation egislation or regulations;	ng administered by a tors, its business a	a liquidator or by ctivities are not
-	It has SME to the the co	not been establis payment of taxes	shed by a final judgemen is or social security contribute established or those of	in breach of its oblutions in accordance	igations relating e with the law of
-	SME relatin accord	ig to the paymen	t of social security cor Il provisions of the countr ar	ntributions or paym by in which it is estab	ent of taxes in lished;
_	repres organ	sent it has not bee isation, money laur	en involved in fraud, com ndering or other illegal ac is	ruption, cooperation tivity;	with a criminal
-	of Sta SME repres	te Aid deemed illeg sent it has not beer	gal or incompatible with th ar n guilty of grave professio	ne European market nd any person legal nal misconduct;	; ly authorised to
-	SME public	entities (including	is rhad is rhad is rhad is rhad is rhad is respensively programmes fund e present action plan.	asn't received fund	ling from other
		that SME		will not be	receive funding





- It finds itself in one of the situations of exclusion listed above;
- It has misrepresented the information required as a condition for participating in the procedure or has failed to supply that information;
- It is subject to a conflict of interest.

In the event that the project application is successful, I/we authorise the CREATHRIV-EU consortium to publish the following information in any form and medium, including via internet:

- The Project Partner's name and address
- The subject of the Project and a short description thereof
- The amount awarded and the Grant rate

I understand that if SME
Place, Date
Name – Surname of Legal Representative
Stamp of the SME





# **Annex 6 - Sub-Grant Agreement**

(Which will be signed if the proposal will be selected and funded)

Agreement number: CREATHRIV-EU 1st CALL_N°(hereinafter referred as the "Agreement")	
Name of the Partner providing the financial support:	
Registered office:	
Company Reg. No:	
Tax ID:	
Name of the authorised representative:	
(hereafter referred as the "Awarder"),	
AND [THE Third-party Beneficiary]	
Name of the Third-party Beneficiary awarded:	
Registered office:	
Address:	
Company Reg. No:	
NACE Code:	
Name of the authorised representative:	_
Name of the bank:	
IBAN:	
Tel.:	
E-mail:	
(hereafter referred as the "third-party beneficiary")	

#### **CONSIDERING THAT**

the third-party beneficiary has been successfully selected, pursuant the EU CREATHRIV-EU Project, Grant Agreement number: 101074265 (hereinafter referred as the "the Project") terms and conditions, to receive financial support under the conditions set out in this Agreement,

HAS AGREED the following conditions and all details and conditions of the Open Call for CCIs SMEs published to the following <u>link</u> (Hereinafter referred as the "OPEN CALL FOR CCIs SMEs") and its annexes

WITH THE FOLLOWING CONDITIONS

#### Article 1 - Aim and purpose of the financial support





submitted so far.						
1.2 The Project	Application sul	bmitted by the	third-party be	eneficiary and	approved b	y the
CREATHRIV-EU						

1.1. The CREATHRIV-EU project aims to support CCIs SMEs through a lump-sum financial support to help SMEs implement the activities described in the project application as

#### **Article 2 - Use of the financial support**

- 2.1. Financial support can be used solely for the following objectives within the CCIs ecosystem:
  - Support the resilience;
  - Support the green and digital transition;

- Support the uptake of innovation;
- Support the up and re-skilling of the workforce;
- Support the internationalization.

#### **Article 3 - Amount of the financial support**

- 3.1. The financial support is ......(..... thousand euros) lump-sum.
- 3.2. This amount is deemed to support the third-party beneficiary in the execution of the Project to pursue the objectives as mentioned in the Article 2 of this Agreement.

#### Article 4 – Reporting

4.1. The third-party beneficiary will be requested to submit a final technical report, whose template will be provided during the project implementation, ensuring a comprehensive understanding of how the project was implemented, also in terms of cost-effectiveness, if the objectives were achieved and the major obstacles faced during the project implementation. The third-party beneficiary will have ...... months to implement the project. SMEs will have one month of time (from the moment that all the activities of the project have been undertaken) to present the final technical report.

#### **Article 5 – Payment arrangements**

- 5.1. The payment for small scale projects and collaboration pilot projects will be done in two instalments:
  - A prefinance (45%) within 30 days from the signature of the sub-grant agreement;
  - Final instalment within 30 days from the validation of the final technical report, as described in the awarded "Action Plan".

In case of any request for clarification or incoherences, the 30 days will be stopped and resumed as soon as the clarifications will be provided to the Consortium partner and validated accordingly. If the required information and documents on the development of the





action plan are not provided in time or incomplete (e.g. receipts missing, timesheets not signed, etc.), the funding will be put on hold.

.

5.2 The payment for travel grants will be done in one instalment within 30 days from the validation of the final technical report, as described in the awarded "Action Plan".:

#### Article 6 - Checks and audits

6.1 At any moment of implementation of the action and up to five years later, the Consortium the EISMEA Agency and the Commission has the right to carry out checks, reviews and audits, to ascertain:

- compliance with the obligations laid down in the Call;
- the truthfulness of the declarations and information produced by the ThirdParty Beneficiary.
- Occurring the above situations or in case of impossibility of carrying out the checks, reviews and audits for reasons attributable to the Third Party Beneficiary, the contribution may be reduced, rejected or revoked and may lead to criminal prosecution under national law. The contribution will be revoked in case of express renunciation of the contribution by the Third Party Beneficiary.

In case of revocation, any up-front instalment/pre-financing received by the Third Party Beneficiary must be reimbursed, legal interests included, to the Consortium within 15 calendar days from the official communication.

- 6.2. By signing of this Agreement, the third-party beneficiary declares, that in the case that, as a result of the paying the financial support mentioned in the Article 3.3. of this Agreement, the third-party beneficiary incurs any obligation under the rules of their tax law, the third-party beneficiary will fulfil this obligation himself/herself.
- 6.3. State Aid "De minimis regime". The Guidance Notice of the European Commission on the notion of "State aid" clarifies that direct funding from the European Union, including from an Executive Agency, is not considered as a State Aid. As a consequence, the financial distribution to third parties as integral part of the funding granted under the CREATHRIV-EU Project by the EISMEA in application of the EU Financial Regulation does not constitute "State aid" and is not to be taken into account for the calculation of the "de minimis" rule.

#### **Article 7 - Confidentiality**

- 7.1 During the implementation of the action and for five years after the payment of the balance from the EISMEA to the Consortium, all parties must keep confidential any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed ('confidential information'). The confidentiality obligations no longer apply if (a) the disclosing party agrees to release the other party; (b) the information becomes generally and publicly available, without breaching any confidentiality obligation; (c) the disclosure of the confidential information is required by EU or national law.
- 7.2 Consequences of non-compliance. If a Third Party Beneficiary breaches any of its obligations under this Call, the grant may be reduced. Such breaches may also lead to any





of the other measures such as rejection of ineligible costs, reduction of the grant, recovery of undue amounts and potential administrative and financial penalties.

#### Article 8 - Promoting the action — visibility of EU funding

8.1 Communication activities by the Third Party Beneficiaries.

General obligation to promote the action and its results. The awarded SMEs are obliged to promote the action and its results. The Consortium of partners, and/or one of the organisations belonging to it, will lead and drive the awarded organisations with a timescale/detailed-rules to implement such dissemination and promotion of the Programme in the proper way. Contents specific to this will be circulated to the awarded organisations and will be followed by the winners.

8.2 Information on EU funding — Obligation and right to use the EU emblem graphic purpose.

Unless the EISMEA requests or agrees otherwise, any communication activity related to the action (including at conferences, seminars, in information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via social media, etc.) and any infrastructure, equipment or major result funded by the grant must:

- display the EU emblem
- include the following text: "This [insert appropriate description, e.g. report, publication, conference, infrastructure, equipment, insert type of result, etc.] was co-funded by the European Union's Single Market Programme." When displayed in association with another logo, the EU emblem must have appropriate prominence. For their obligations under the Call, Third Party Beneficiaries may use the EU emblem without first obtaining approval from the EISMEA. This does not, however, give them the right to exclusive use. Moreover, they may not appropriate the EU emblem or any similar trademark or logo, either by registration or by any other means.

#### Article 9 - Contact person

9.1. Any communication in connection with this Agreement shall be done by the third party beneficiary in writing to the contact person mentioned below.

9.2. Contact person of the CREATHRIV-EU project:
Cluster:
Name:
Function:
Address:
Tel.:
Email:
9.3. Contact person of the Third-party Beneficiary: SME:
Name:
Function:
Address:





Tel.:
Email:
Article 10 – Bank account  10.1. Payment of the financial support will be made as follows: Name of the third-party beneficiary bank account holder:  Name of the bank:
Registered office:
IBAN:
BIC/SWIFT:
Article 11 – Applicable law and competent jurisdiction 11.1. This Agreement is governed by the terms mentioned in this Agreement under the law of Italy
11.2. The courts having jurisdiction for matters relating to this Agreement shall be the courts of Potenza.
Article 12 – Termination of this Agreement  12.1. The cluster may terminate this Agreement if the third-party beneficiary has inadequately discharged or failed to discharge any of the contractual obligations, insofar as this is not due to force majeure, after notification to the third-party beneficiary, who discharged or failed to discharge any of his contractual obligations, by registered letter has remained without effect for one month. The notice period is 1 (one) month, which begins on the 1st calendar day of the month following the month in which the notice was delivered to the third-party beneficiary.
Article 13 - Amendment  13.1. Any amendment to this Agreement must be the subject of a written supplementary agreement. No oral agreement may bind the parties to this effect.  13.2. This Agreement shall come into force on the day when it has been signed by all parties. Specific country rules and regulations are detailed as follow (if applicable):
13.3. Dono in 2 conice, one for each party
13.3. Done in 2 copies, one for each party.
City, Country, Date
Signature of the CREATHRIV-EU cluster's authorised representative City, Country, Date



