

AIBC EUROCLUSTERS

Project funded under Grant Agreement no.
101074645 – SMP-COSME-2021-CLUSTER Call
for proposals.

AGREEMENT

No.

Related to AIBC EUROCLUSTERS Open Call for Training

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GLOSSARY AND ABBREVIATIONS

AIBC EUROCLUSTERS	Artificial Intelligence & BlockChain for a greener and more digital economy supported by EUROpean CLUSTERS
AI	Artificial Intelligence
BC	Blockchain
Beneficiary	SME signing the Agreement
Contractor	AIBC EUROCLUSTERS Partner signing the Agreement
EC	European Commission
ECCP	European Cluster Collaboration Platform
EISMEA	European Innovation Council and SMEs Executive Agency
EU	European Union
FPI	Fondazione Piemonte Innova (Project Coordinator)
FSTP	Financial Support to Third Parties
GDPR	General Data Protection Regulation
granting authority	The European Innovation Council and SMEs Executive Agency (EISMEA)
Party / Parties	Beneficiary, Contractor
SME	Small and Medium Enterprise
SMP	Single Market Programme
TWIN TRANSITION	Green & digital transitions

Contracting parties

On the one part,

Fondazione Piemonte Innova – FPI (IT), established in Galleria San Federico 54, 10122 TORINO, ITALY, VAT number: 09049730014, represented for the purposes of signing the Agreement by Laura Morgagni, Director, on the basis of the power granted by the Board of Director resolution dated on ... of FPI, hereinafter referred as the “Contractor”.

On the other part,

[ENTITY_NAME], a SME organised under the laws of [COUNTRY], established in [LEGAL_ADDRESS], with VAT number [VAT_NUMBER], duly represented by [LEGAL_REPRESENTATIVE_NAME], [LEGAL_REPRESENTATIVE_POSITION], hereinafter referred as the “Beneficiary”.

Hereinafter each of them referred as the “Party” or collectively as “Parties

HAVE AGREED to the following terms and conditions which form an integral part of this Agreement (hereinafter referred as the “Agreement”).

General Provisions

The European Innovation Council and SMEs Executive Agency (EISMEA), under the powers delegated by the European Commission (EC), and the Contractor, as a member of the AIBC EUROCLUSTERS consortium, have signed the Grant Agreement no. 101074645 for the implementation of the project “Artificial Intelligence & BlockChain for a greener and more digital economy supported by EUROPEAN CLUSTERS “ (Acronym: AIBC EUROCLUSTERS) within the framework of the Programme SMP-COSME-2021-CLUSTER Call for proposals. AIBC EUROCLUSTERS stands for Artificial Intelligence & BlockChain for a greener and more digital economy supported by EUROpean CLUSTERS. It is an EU funded project (Grant Agreement no. 101074645) under the “Joint Cluster Initiatives (Euroclusters) for Europe’s recovery” call for proposals - Open Strand, which invites proposals focused on cross fertilisation of various industrial ecosystems, hence with no specific focus on one industrial ecosystem.

The AIBC EUROCLUSTERS Consortium is coordinated by Fondazione Piemonte Innova – FPI (IT), project partners are bwcon research (DE), - ICT Cluster (BU), Asociación Cluster de Movilidad y Logística de Euskadi – MLC (ES), Environment Park - ENVIPARK (IT) and Bydgoszcz Industrial Cluster - BIC (PL).

According to the above-mentioned Grant Agreement, project AIBC EUROCLUSTERS the Fondazione Piemonte Innova – FPI (“Contractor”) launched on [•] the Open Call for [•], Annex A”, (“Open Call”)

Through the Open Call the Contractor has invited Small and Medium Companies (SMEs) and Start-ups, coming from all participating Member States countries of the European Union (EU) and Countries participating in the Single Market Programme (SMP), to apply so as to receive Financial Support to Third Parties (FSTP).

The Beneficiary has been selected in the Open Call and therefore is entitled to receive [•] EUR as a lump-sum (the “Funding”) that will support the development and carry out of activities specified in Annex B which is the application filed by the Beneficiary in the Open Call (the “Action”).

This Agreement aims at defining the rights and obligations of the Parties.

The Funding received through the Contractor by the Beneficiary is granted by the European Innovation Council and SMEs Executive Agency (EISMEA) (“granting authority”), under the powers delegated by the European Commission. The Contractor is a mere manager of the funds made under the Grant Agreement no. 101074645

Definitions

Fraud – Fraud within the meaning of Article 3 of EU Directive 2017/1371 and Article 1 of the Convention on the protection of the European Communities’ financial interests, drawn up by the Council Act of 26 July 1995, as well as any other wrongful or criminal deception intended to result in financial or personal gain.

Irregularities – Any type of breach (regulatory or contractual) which could impact the EU financial interests, including irregularities within the meaning of Article 1(2) of EU Regulation 2988/95.

Grave professional misconduct – Any type of unacceptable or improper behaviour in exercising one’s profession, especially by employees, including grave professional misconduct within the meaning of Article 136(1)(c) of EU Financial Regulation 2018/1046.

Article 1 – Entry into force of the agreement -Duration

1.1. Entry into force (activities foreseen)

This Agreement shall enter into force on the day of its signature by the last Party.

By signing the Agreement, the Beneficiary agree to implement the Action under their own responsibility and in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

The Contractor shall sign this Agreement, only after all the following documents have been received from the Beneficiary:

1. Copy of ID-card or Passport of the legal representative of the Beneficiary.
2. Bank Account Information Form. Enclosed as Annex B.

1.2 Duration of the action (activities foreseen)

The duration of the Action will be xx months as of the signing of this Agreement (“Starting date of the action”) and shall be completed within such term (“Final Term”).

The Beneficiary (and their Action) must remain eligible under the EU programme funding the grant for the entire duration of the action. Costs and contributions will be eligible only as long as the Beneficiary and the Action are eligible.

1.3 Beneficiary

The Beneficiary must:

(i) keep the Contractor informed of any organisation information changes and updates (see Article 10)

(ii) inform the Contractor immediately of any events or circumstances likely to affect significantly or delay the implementation of the Action (see Article 10)

1.4 Subcontractors

Subcontractors may participate in the Action, if necessary for the implementation.

Subcontractors must implement their action tasks in accordance with Article 2.2. The costs for the subcontracted tasks (invoiced price from the subcontractor) are eligible within the limits of this Agreement.

The Beneficiary must ensure that its contractual obligations under Articles 2.2 (proper implementation), 3 (conflict of interest), 4 (confidentiality and security), 5 (ethics), 6 (Data Protection) 8 (visibility), 9 (specific rules for carrying out action), 10 (information) and 11 (record-keeping) also apply to the subcontractors.

The Beneficiary must ensure that the bodies mentioned in Article 12 (e.g. Contractor, granting authority, OLAF, Court of Auditors (ECA), etc.) can exercise their rights also towards the subcontractors.

Article 2 – Obligations and Responsibilities of the Beneficiary

2.1 Duty to implement the Action

The obligations and responsibilities of Beneficiary are to implement and complete the Action, including all tasks and activities as declared in the application (Annex B) within the Final Term, and to take actively part, when required, in the AIBC EUROCLUSTERS project activities as specified in the Open Call, in this Agreement and if requested by the Contractor and granting authority.

The Beneficiary is fully responsible towards the Contractor and to the granting authority for implementing it and for complying with all its obligations in this Agreement.

The Beneficiary must implement the Agreement to its best abilities, in good faith and in accordance with all the obligations and terms and conditions it sets out.

The Beneficiary must have the appropriate resources to implement the Action under its own responsibility. If the Beneficiary relies on third parties or other participants, the Beneficiary retains sole responsibility towards the Contractor and the granting authority.

2.2 Obligation in properly implement the Action

The Beneficiary must implement the Action described in Annex B in compliance with the provision of the Agreement, the Open Call conditions and all legal obligations under applicable UE, international and Italian law.

2.3 Eligible and Ineligible Cost and Contribution – General Conditions

In order to be eligible, costs and contributions must meet the **eligibility** conditions set out in this Article for lump sum contribution:

- (i) they must be declared under one of the budget categories set out in Article 2.4 and Annex B;
- (ii) the work must be properly implemented by the Beneficiary in accordance with Annex B;
- (iii) the Action have to be completed (i.e. the deliverables/outputs must be achieved) in the period from the Starting date of the Action up to the Final Date (with the exception of deliverables/outputs relating to the submission of the final periodic report, if any, which may be achieved afterwards).

2.4 Specific eligibility conditions for each budget category

For each budget category, the specific eligibility conditions are as follows:

2.4.1 Eligible costs

Costs for the following budget categories are eligible ('eligible costs'), if they correspond to the lump sum set out in Annex B and if the corresponding tasks or parts of the action have been properly implemented in accordance with Annex A.

A. **Costs related to the participation to the training:** subscription, fees.

B. **Subcontracting costs** for the action (including related duties, taxes and charges, such as non- deductible or non-refundable value added tax (VAT)) are eligible, if they fulfil the general eligibility conditions and are awarded using the beneficiary's usual purchasing practices – provided these ensure subcontracts with best value for money (or if appropriate the lowest price) and that there is no conflict of interests (see Article 12).

Beneficiaries that are 'contracting authorities/entities' within the meaning of the EU Directives on public procurement must also comply with the applicable national law on public procurement.

The tasks to be subcontracted and the estimated cost for each subcontract must be set out in Annex B and the total estimated costs of subcontracting per beneficiary must be set out in Annex B. Changes in the subcontractor (Training provider) or in the activities planned must be communicated to and approved by the Contractor for them to be eligible.

2.4.2 Ineligible costs

'Ineligible costs' are costs that do not comply with the conditions set out above (see Article 2.4.1), and (b) costs declared under another regional, national, European grant (including grants awarded by a Member State and financed by the EU budget and grants awarded by bodies other than the Agency for the purpose of implementing the EU budget).

2.4.3. Consequences of declaration of ineligible costs

Declared costs that are ineligible will be rejected.

This may also lead to any of the other measures described in Articles 12, 14.

Article 3 – Conflict of Interest

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

The Beneficiary must formally notify the Contractor without delay of any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation.

The Contractor may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

Article 4 – Confidentiality and Security

4.1 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 until 5 (five) years after final payment.

If a Beneficiary requests, the Contractor 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 Agreement.

The Beneficiary may disclose sensitive information to their personnel or other participants involved in the action only if they:

- a) need to know it in order to implement the Agreement and
- b) are bound by an obligation of confidentiality.

The Contractor may disclose sensitive information to its staff, the AIBC Consortium and to the granting authority.

It may moreover disclose sensitive information to third parties, if:

- a) this is necessary to implement the Agreement or safeguard the EU financial interests and
- b) the recipients of the information are bound by an obligation of confidentiality.

The confidentiality obligations no longer apply if:

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

Specific confidentiality rules (if any) are set out in Annex C.

4.2 Classified information

The Parties must handle classified information in accordance with the applicable EU, international or national law on classified information (in particular, Decision 2015/444 and its implementing rules).

Deliverables which contain classified information must be submitted according to special procedures agreed with the Contractor.

Action tasks involving classified information may be subcontracted only after explicit approval (in writing) from the Contractor.

Classified information may not be disclosed to any third party (including participants involved in the action implementation) without prior explicit written approval from the Contractor.

Specific security rules (if any) are set out in Annex C.

Article 5 – Ethics and Values

5.1 Ethics

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

Specific ethics rules (if any) are set out in Annex C.

5.2 Values

The Beneficiary must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).

Specific rules on values (if any) are set out in Annex C.

Article 6 – Data Protection

6.1 Data processing

The Parties must process personal data under the Agreement in compliance with the applicable EU, international and national law on data protection (in particular, Regulation 2016/679). The Parties mutually acknowledge that they will process personal data as independent data Controllers. Any Subcontracting will act as data Processor on behalf of the Beneficiary.

The Parties must ensure mutually that personal data is:

- processed lawfully, fairly and in a transparent manner in relation to the data subjects;
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- accurate and, where necessary, kept up to date;
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data is processed; and
- processed in a manner that ensures appropriate security of the data.

The Parties may grant their personnel access to personal data only if it is strictly necessary for implementing, managing and monitoring the Agreement. The Parties must ensure that the personnel is under a confidentiality obligation. The Beneficiary undertakes to obtain compliance with the same confidentiality obligation by any Subcontracting.

The Beneficiary must inform the persons whose personal data are transferred to the Contractor and to the granting authority and undertakes to provide them with Contractor's privacy statement and with the Portal Privacy Statement.

Article 7 – Intellectual Property Rights (IPR) – Background and Results – Access and Rights of Use

7.1 Ownership of results

The Contractor and the granting authority do not obtain ownership of the results produced under the action.

'Results' means any tangible or intangible effect of the action, such as data, know-how or information, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights.

7.2 Rights of use of the Contractor and of granting authority on materials, documents and information received for policy, information, communication, dissemination and publicity purposes

The Contractor and the granting authority have the right to use non-sensitive information relating to the action and materials and documents received from the Beneficiary (notably summaries for publication, deliverables, as well as any other material, such as pictures or audio-visual material, in paper or electronic form) for policy, information, communication, dissemination and publicity purposes – during the action or afterwards.

The right to use the Beneficiary's materials, documents and information is granted in the form of a royalty-free, non-exclusive and irrevocable licence, which includes the following rights:

- (a) use for its own purposes (in particular, making them available to persons working for the Contractor and the granting authority or any other EU service (including institutions, bodies, offices, agencies, etc.) or EU Member State institution or body; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information services)
- (b) distribution to the public (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes)
- (c) editing or redrafting (including shortening, summarising, inserting other elements (e.g. meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation)
- (d) translation
- (e) storage in paper, electronic or other form
- (f) archiving, in line with applicable document-management rules
- (g) the right to authorise third parties to act on its behalf or sub-license to third parties the modes of use set out in Points (b), (c), (d) and (f), if needed for the information, communication and publicity activity of the Contractor or of the granting authority
- (h) processing, analysing, aggregating the materials, documents and information received and
- (i) producing derivative works.

The rights of use are granted for the whole duration of the industrial or intellectual property rights concerned.

If materials or documents are subject to moral rights or third-party rights (including intellectual property rights or rights of natural persons on their image and voice), the Beneficiary must

ensure that they comply with their obligations under this Agreement (in particular, by obtaining the necessary licences and authorisations from the rights holders concerned).

Where applicable, the Contractor and the granting authority will insert the following information:

“© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the [name of Contractor/granting authority] under conditions.”

Specific rules regarding intellectual property rights, results and background (if any) are set out in Annex C.

Article 8 – Communication, Dissemination and Visibility

The Beneficiary must promote its activities, results and the AIBC EUROCLUSTERS project, by providing targeted information to multiple audiences (including the media and the public) in a strategic and effective manner and to highlight the financial support of the AIBC EUROCLUSTERS Project and hence the financial support from EC.

Any publicity made by the Beneficiary in respect of the project, in whatever form and on or by whatever medium, must specify that it reflects only the author’s views and that the Contractor, AIBC EUROCLUSTERS consortium, the granting authority or EC are not liable for any use that may be made of the information contained therein.

8.1 Visibility – European flag and funding statement

Unless otherwise agreed with the Contractor or with granting authority, communication activities of the Beneficiary 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



Co-funded by the
European Union



Funded by the European Union



Co-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 Article, the Beneficiary may use the emblem without first obtaining approval from the granting authority, as the AIBC Consortium has been granted this. 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.

The Beneficiary will receive a communication package from the AIBC Consortium with this information and other relevant and important information and guidelines to follow.

8.2 Quality of information – Disclaimer

Any communication or dissemination activity related to the action must use factually accurate information.

Moreover, it must indicate the following disclaimer (translated into local languages where appropriate):

“Funded by the AIBC EUROCLUSTERS project which has received funding from the European Union (Grant Agreement no. 101074645). Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union, Fondazione Piemonte Innova or the AIBC Consortium. Neither the European Union nor Fondazione Piemonte Innova or the AIBC Consortium can be held responsible for them”.

8.3 Specific communication, dissemination and visibility rules

Specific communication, dissemination and visibility rules (if any) are set out in Annex C.

Article 9 – Specific Rules for Carrying out the Action

Specific rules for implementing the action (if any) are set out in Annex C.

ARTICLE 10 – General Information Obligations

10.1 Information requests

The Beneficiary must provide – during the action or afterwards and in accordance with Article 7 – any information requested in order to verify eligibility of the costs or contributions declared, proper implementation of the action and compliance with the other obligations under the Agreement.

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

10.2 Participant data updates

The Beneficiary must keep the Contractor informed – at all times, during the action or afterwards – of its information. Any changes, in particular, their name, address, legal representatives, legal form and organisation type, must be communicated via email to aibc@piemonteinnova.it

Furthermore, any changes in the legal status of the Beneficiary shall be duly communicated to the Contractor who will then reassess, if needed, the eligibility of the beneficiary against the new status. If the eligibility conditions are no longer fulfilled, then the grant/funding contract should be terminated.

10.3 Information about events and circumstances which impact the Action

The Beneficiary must immediately inform the Contractor of any of the following:

(a) **events** which are likely to affect or delay the implementation of the action or affect the EU's financial interests, in particular:

(i) 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) **circumstances** affecting:

(i) the decision to award the grant or

(ii) compliance with requirements under the Agreement.

ARTICLE 11 Record-Keeping

The Beneficiary must – at least until 28/02/2029 (5 years after the AIBC EUROCLUSTERS project has ended and received the 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 fields (if any).

In addition, the Beneficiary must – for the same period – keep the following to justify the amounts received adequate records and supporting documents to prove proper implementation of the work as described in Annex B

The records and supporting documents must be made available upon request (see Article 10) or in the context of checks, reviews, audits or investigations (see Article 12).

If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement (including the extension of findings; see Article 12), the Beneficiary must keep these records and other supporting documentation until the end of these procedures.

The Beneficiary must keep the original documents. Digital and digitalised documents are considered originals if they are authorised by the applicable national law. The granting authority may accept non-original documents if they offer a comparable level of assurance.

For actual costs, each Beneficiary must:

- keep detailed records and other supporting documents to prove the eligibility of the costs declared

- use cost accounting practices and internal control procedures that make it possible to verify that the amounts declared, amounts recorded in the accounts and amounts recorded in supporting documentation match up.

ARTICLE 12 – Checks, Reviews, Audits, and Investigation – Extension of Findings

12.1 Internal checks

The Contractor or the granting authority may – during the action or afterwards – check the proper implementation of the action and compliance with the obligations under the Agreement, including assessing costs and contributions, deliverables and reports.

A monthly check call to monitor the correct development of the activities will be set up between the AIBC Consortium and the Beneficiary.

12.2 Project reviews

The Contractor or the granting authority may carry out reviews on the proper implementation of the action and compliance with the obligations under the Agreement (general project reviews or specific issues reviews).

Such project reviews may be started during the implementation of the action and until the time-limit of 5 (five) years from the final date of the AIBC EUROCLUSTERS project (31/12/2024). They will be formally notified to the coordinator or beneficiary concerned and will be considered to start on the date of the notification.

If needed, the Contractor or the granting authority may be assisted by independent, outside experts. If it uses outside experts, the coordinator or beneficiary concerned will be informed and have the right to object on grounds of commercial confidentiality or conflict of interest.

The Beneficiary concerned must cooperate diligently and provide – within the deadline requested – any information and data in addition to deliverables and reports already submitted (including information on the use of resources). The Contractor or granting authority may request the Beneficiary to provide such information to it directly. Sensitive information and documents will be treated in accordance with Article 4.

The Beneficiary concerned may be requested to participate in meetings, including with the outside experts.

For **on-the-spot visits**, the Beneficiary concerned must allow access to sites and premises (including to the outside experts) and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the review findings, a **project review report** will be drawn up.

The Contractor or the granting authority will formally notify the project review report to the coordinator or beneficiary concerned, which has 30 days from receiving notification to make observations.

Project reviews (including project review reports) will be in the language of the Agreement.

12.3 Audits

The Contractor or the granting authority may carry out audits on the proper implementation of the action and compliance with the obligations under the Agreement.

Such audits may be started during the implementation of the Action and until 5 years after the AIBC EUROCLUSTERS project has ended and received the final payment. They will be formally notified to the Beneficiary concerned and will be considered to start on the date of the notification.

The Contractor or the granting authority may use its own audit service, delegate audits to a centralised service or use external audit firms. If it uses an external firm, the beneficiary concerned will be informed and have the right to object on grounds of commercial confidentiality or conflict of interest.

The Beneficiary concerned must cooperate diligently and provide – within the deadline requested – any information (including complete accounts, individual salary statements or other personal data) to verify compliance with the Agreement. Sensitive information and documents will be treated in accordance with Article 4.

For on-the-spot visits, the Beneficiary concerned must allow access to sites and premises (including for the external audit firm) and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the audit findings, a draft audit report will be drawn up.

The auditors will formally notify the draft audit report to the Beneficiary concerned, which has 30 days from receiving notification to make observations (contradictory audit procedure).

The final audit report will take into account observations by the beneficiary concerned and will be formally notified to them.

Audits (including audit reports) will be in the language of the Agreement.

12.4 European Commission checks, reviews and audits

The European Commission has the same rights of checks, reviews and audits as the granting authority.

12.5 Access to records

The Beneficiary must give the Contractor, granting authority and the European Commission access to their statutory records for the periodic assessment.

12.6 OLAF, EPPO and ECA audits and investigations

The following bodies may also carry out checks, reviews, audits and investigations – during the action or afterwards:

- the European Anti-Fraud Office (OLAF) under Regulations No 883/201322 and No 2185/9623
- the European Public Prosecutor's Office (EPPO) under Regulation 2017/1939
- the European Court of Auditors (ECA) under Article 287 of the Treaty on the Functioning of the EU (TFEU) and Article 257 of EU Financial Regulation 2018/1046.

If requested by these bodies, the Beneficiary concerned must provide full, accurate and complete information in the format requested (including complete accounts, individual salary statements or other personal data, including in electronic format) and allow access to sites and premises for on-the-spot visits or inspections – as provided for under these Regulations.

To this end, the Beneficiary concerned must keep all relevant information relating to the action, at least until 5 years after the end of the AIBC EUROCLUSTERS project and, in any case, until any ongoing checks, reviews, audits, investigations, litigation or other pursuits of claims have been concluded.

12.7 Consequences of checks, reviews, audits and investigations in this grant

Findings in checks, reviews, audits or investigations carried out in the context of this grant may lead to grant reduction or grant termination.

Rejections or grant reductions after the final payment will lead to a revised final grant amount.

Findings in checks, reviews, audits or investigations during the action implementation may lead to a request for amendment, to change the description of the action set out in Annex B.

Checks, reviews, audits or investigations that find systemic or recurrent errors, irregularities, fraud or breach of obligations in any EU grant may also lead to consequences in other EU grants awarded under similar conditions ('extension to other grants').

Moreover, findings arising from an OLAF or EPPO investigation may lead to criminal prosecution under national law.

12.8 Extension from other grants

Results of checks, reviews, audits or investigations in other grants may be extended to this grant, if:

(a) the Beneficiary concerned is found, in other EU grants awarded under similar conditions, to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on this grant and

(b) those findings are formally notified to the beneficiary concerned – together with the list of grants affected by the findings – within the time-limit for audits set out above.

The Contractor or the granting authority will formally notify the Beneficiary concerned of the intention to extend the findings and the list of grants affected.

If the extension concerns rejections of costs or contributions: the notification will include:

(a) an invitation to submit observations on the list of grants affected by the findings

(b) the request to submit revised financial statements for all grants affected

(c) the correction rate for extrapolation, established on the basis of the systemic or recurrent errors, to calculate the amounts to be rejected, if the beneficiary concerned:

(i) considers that the submission of revised financial statements is not possible or practicable or

(ii) does not submit revised financial statements.

If the extension concerns grant reductions: the notification will include:

(a) an invitation to submit observations on the list of grants affected by the findings and

(b) the correction rate for extrapolation, established on the basis of the systemic or recurrent errors and the principle of proportionality.

The Beneficiary concerned has 20 days from receiving notification to submit observations, revised financial statements or to propose a duly substantiated alternative correction method/rate.

On the basis of this, the Contractor or the granting authority will analyse the impact and decide on the implementation (i.e. start rejection or grant reduction procedures, either on the basis of the revised financial statements or the announced/alternative method/rate or a mix of those).

Article 13 – Breach of Contractual obligations

In the event of the breach of the contractual obligations by the Beneficiary, the Contractor or the granting authority may alternatively, depending on the circumstances of specific case, reduce the grant or terminate the grant and request the Beneficiary to refund in the totality of all payments made to the Beneficiary.

Specifically, the Contractor or the granting authority shall have the power to reduce the grant or terminate the grant and request the Beneficiary to refund in the totality of all payments made to the Beneficiary in the following circumstances:

- (a) the Beneficiary (including any person acting on behalf of the Beneficiary) has committed:
 - (i) substantial errors, irregularities or fraud or
 - (ii) serious breach of obligations under this Agreement;
 - (iii) a breach of any of the obligations under Article 2.2 (Obligation in properly implement the Action); Article 3 (conflict of interest), Article 4 (confidentiality and security), Article 5 (Ethics), Article 8 (visibility), Article 9 (specific rules for carrying out action), Article 10 (information), Art. 11 (record-keeping);
 - (iv) serious breach during its award in the Open Call (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.);
- (b) the Beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed – in other EU grants awarded to it under similar conditions – systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant;
- (c) some costs are ineligible according this Agreement.

In case of reduction the amount of the reduction will be calculated for the Beneficiary concerned and proportionate to the seriousness and the duration of the errors, irregularities or fraud or breach of obligations, by applying an individual reduction rate to their accepted EU contribution.

In case of reduction or recovery of the full grant as a result of a decision of the granting authority, the granting authority will follow its procedures.

In case of a Contractor's decision the Contractor shall send to the Beneficiary a written notice stating:

- (i) the reason for the reduction or the termination and full recovery of the grant;

(ii) a term of at least 15 (fifteen) days to remedy the breach (if possible) or to submit observations if the Beneficiary disagrees with the Contractor's decision;

(iii) the warning that, after the term is elapsed if the breach is not remedied, the grant shall be considered reduced or terminated

After the term is elapsed the Contractor shall send a final notice to confirm the reduction or the termination or the different outcome, where any remedy made, or observation submitted shall be considered.

Article 14 – Financial contribution and financial provisions

14.1 Maximum grant amount

Under this Agreement, the Beneficiary is granted the direct financial support of EUR as a lump-sum (amount written in words euros) related to Action presented on

Annex A and selected to be funded.

The eligible costs must be declared as a lump sum. The lump sum funding system provides considerable simplification for the applicants as it removes obligations on cost reporting based on timesheets or invoices.

The Funding will be released by the Contractor to the Beneficiary after all of the following conditions have been met:

- The Beneficiary has completed all activities included in the Action within the Final Term or any intermediate term and in compliance with this Agreement;
- The Beneficiary has sent all reports and monitoring related documents mentioned in this Agreement

The Beneficiary is solely responsible for the accuracy of all data provided to the Contractor.

14.2 General payment terms and obligations of the Beneficiary

All payments will be made in Euro.

Expenses incurred for the implementation of the Action must be made for the only and close purpose of achieving the objectives and expected results settled in Annex B, in a transparent manner, consistent with the principles of economy, efficiency and effectiveness.

The cost of payment transfers will be borne as follows:

- the Contractor bears the cost of transfers charged by its bank;
- the Beneficiary bears the cost of transfers charged by its bank;
- the Party causing a repetition of a transfer bears all costs of the repeated transfer

Payments by the Contractor will be considered to have been carried out on the date when they are debited to its account.

Payments will discharge the Contractor, from its payment obligation.

The Contractor will not be responsible for paying any costs applied for and incurred by the Beneficiary in case of non-compliance with the terms and conditions of the Open Call and of this Agreement.

The payment will be carried out by the Contractor within 60 days after receiving and the acceptance of the final report.

The final report should contain enough details and information to give a full, clear, correct and complete description on how the Action has been realised. The Contractor may always ask for an integration or redrafting of the report, additional information, supporting documents (including proof of costs incurred, invoices) or a meeting in order to have all necessary information to assess the completion of the Action. Only when the Contractor states that the report contains all necessary information and include all supporting documents, the report may be considered as accepted for the purpose of this Article.

The payment will be made in euro to the bank account indicated by the Beneficiary.

For the sake of clarity 'acceptance' means just the completion of all verifications necessary to make the payment and do not prejudice the right of the Contractor and of the granting authority or any other authority to reduce, to recover and to terminate the grant on basis of further examination, information, checks and audit.

For further information on reports see below Article 14.5.

14.3 Final grant amount – Calculation

The final grant amount depends on the proper implementation of the Action in accordance with the Agreement's terms and conditions.

This amount is calculated by the Contractor – when the payment of the balance is made subject to reduction due to substantial errors, irregularities or fraud or serious breach of obligations (including reduction for ineligible costs). If the grant is reduced due to one or more of these conditions, the Contractor will calculate the reduced maximum grant amount by deducting the amount of the reduction (calculated in proportion to the seriousness of the errors, irregularities or fraud or breach of obligations,) from the maximum grant amount.

14.4 Revised final grant amount

If – after the final payment (in particular, after checks, reviews, audits or investigations carry out by the Contractor or by the granting authority-) – the Contractor or the granting authority rejects costs or reduces or terminates the grant, the Contractor or the granting authority shall have the right to recover any amount paid and not due after the rejections of costs or reduction or termination of the grant.

14.5 Supporting documents

In order to receive the lump-sum, the Beneficiary has to provide:

1. A short report about the Beneficiary participation in the training event(s), based on the objectives and goals stated in the application form and according to this Agreement conditions. The template will be provided by Contractor in due time.
2. Proof of participation to the training. This can be done through certificates, entrance, badges, presence in the catalogue of the event, etc.

Both documents must be sent signed and via email to the Contractor email: aibc@piemonteinnova.it within the time settled here in this Agreement.

Article 15 – Liability of the Contractor and of the Beneficiary

To the maximum extent permitted by the applicable law, the Contractor cannot be held liable for any damage caused to the Beneficiary or to third parties as a consequence of the implementation of the Agreement.

The Contractor cannot be held liable for any acts or omissions of the Beneficiary in relation to this Agreement.

The Beneficiary shall bear sole responsibility for ensuring that their acts within the framework of this Agreement do not infringe third parties' rights.

The Beneficiary must compensate the Contractor and the granting authority for any damage it sustains as a result of the implementation of the Action or because the Action was not implemented in full compliance with the Agreement.

The liability does not extend to indirect or consequential losses or similar damage (such as loss of profit, loss of revenue or loss of contracts), provided such damage was not caused by wilful act or by a breach of confidentiality.

Article 16 - Force Majeure

"Force Majeure" shall mean, any unforeseeable exceptional situation or event beyond the Parties control, which prevents either of them from fulfilling any of their obligations under the Agreement, which was not attributable to error or negligence on their part, and which proves to be inevitable in spite of the exercising all due diligence. Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties cannot be invoked as force majeure.

The Parties shall take the necessary measures to limit any damage due to force majeure. They shall do their best to resume the implementation of the action as soon as possible.

No Party shall be considered to be in breach of its obligations and tasks if such breach is caused by Force Majeure. A Contracting Party will notify the other Contracting Party of any Force Majeure as soon as possible. In case the Beneficiary is not able to overcome the consequences of Force Majeure within 10 (ten) days after such notification, the Contractor will decide accordingly including the termination of the Contract.

Article 17 - Information and communication

The granting authority, the EC, the Contractor and the AIBC EUROCLUSTERS consortium shall be authorised to publish, in whatever form and on or by whatever medium, the following information:

- the name of the beneficiary;
- contact address of the beneficiary;
- the general purpose of the activities;
- the amount of the financial contribution foreseen for the project; after the final payment, and the amount of the financial contribution actually received;
- the geographic location of the activities carried out;
- the list of dissemination activities and/or of patent (applications) relating to foreground;
- the details/references and the abstracts of scientific publications relating to foreground and, if funded within the sub-project, the published version or the final manuscript accepted for publication;
- the publishable reports submitted to the Contractor;
- any picture or any audio-visual or web material provided to the EC and AIBC EUROCLUSTERS in the framework of the project.

The Beneficiary shall ensure that all necessary authorisations for such publication have been obtained and that the publication of the information by the Contractor, AIBC EUROCLUSTERS Consortium or EC, does not infringe any rights of third parties.

Upon a duly substantiated request by the Contractor on behalf of the Beneficiary, the granting authority, the EC may agree to forego such publicity if disclosure of the information indicated above would risk compromising the beneficiary's security, academic or commercial interests.

Article 18 Contacting the Contractor and Beneficiary

All communications with the Contractor related to the progress of activities, requests and any other topic related to this Agreement and the project, must be made electronically and in English, to the email: aibc@piemonteinnova.it

The subject of the email must include this Agreement number.

Article 19 – Miscellanea

19.1 Language

This Agreement is drawn up in English, language which shall govern all documents, notices, meetings and processes relative to this agreement and all activities related to it.

19.2 No Assignment of the Agreement and of rights, claim, credit, interests or obligations under the Agreement

The Beneficiary may not assign any of its rights, claim, credit, interests or obligations herein or the Agreement, without prior written consent of the Contractor and any attempt to assign this Agreement or any rights, claim, credit, interest or obligation without such consent in writing shall have no effect.

19.3 Severability

If any provision of this Agreement is or becomes invalid or unenforceable under any applicable law, or under any judicial or arbitral judgements, the validity or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall replace such invalid or unenforceable provisions with other provisions achieving – to the extent possible – the same substantive effects and compliant with applicable laws.

19.4 No Waiver

Any tolerance by the Contractor of conduct engaged in by the other Party in breach of the provisions of this Agreement does not constitute a waiver of the right deriving from the provisions breached or of the right to demand exact performance of all of the contractually agreed terms and conditions.

19.5 Amendments and termination by Beneficiary request

Any amendment, waiver and change to this Agreement will be valid and binding only if documented in a written deed signed by the all the Parties.

The Contractor may accept any amendment or an agreed termination of this Agreement only upon a written request by the Beneficiary stating:

- a) the reason of the amendment or of the termination;
- b) the proposed amendment (if any);
- c) the date of the amendment or the termination should take effect.

The Contractor shall have the right to accept or not the proposed amendment or termination on the basis of the reasons that caused it. The Contractor may consult the granting authority to verify the feasibility of any amendment.

In any case the improper termination of this Agreement or of the implementation of the Action, not agreed in writing by the Contractor, may lead to reduction or full recovery of the grant.

19.6 Annexes

The Annexes form an integral part of this Agreement.

Article 20 – Applicable Law

This Contract shall be construed in accordance with and governed by the laws of Italy.

Article 21 – Settlement of disputes

If the Parties are unable to resolve a dispute amicably, such dispute - included those of not contractual nature - will be finally settled shall be settled by arbitration under the Rules of the Milan Chamber of Arbitration (the Rules), by a sole arbitrator appointed in accordance with the Rules, which are deemed to be incorporated by reference into this clause.

The arbitration shall be made in English and the simplified arbitration procedure shall apply.

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Signatures

AS WITNESS:

The Parties have caused this Agreement to be duly signed by the undersigned authorised representatives in using digital signature (in case there is the need to sign by wet ink, there should be ... (...) copies:

<p>For FONDAZIONE PIEMONTE INNOVA</p> <p>.....</p> <p>[POSITION] if applicable</p> <p>Signature</p> <p>Done aton _____</p>	<p>For (the Beneficiary).....</p> <p>Mr/Ms</p> <p>[POSITION_IN_COMPANY] if applicable</p> <p>Signature</p> <p>Done at on _____</p>
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For the express acceptance of the following Articles:

Article 1.4 (Subcontractors)

Article 12 (Checks, Reviews, Audits and Investigation – Extension of Findings)

Article 13 (Breach of contractual obligation)

Article 15 (Liability of the Contractor and of the Beneficiary)

Article 16 (Force Majeure)

Article 19.2 (No Assignment of the Agreement and of rights, claim, credit, interests or obligations under the Agreement),

Article 21 (Settlement of Disputes)

<p>For FONDAZIONE PIEMONTE INNOVA</p> <p>.....</p> <p>[POSITION] if applicable</p> <p>Signature</p> <p>Done aton _____</p>	<p>For (the Beneficiary).....</p> <p>Mr/Ms</p> <p>[POSITION_IN_COMPANY] if applicable</p> <p>Signature</p> <p>Done at on _____</p>
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ANNEXES

Annex A: AIBC Open Call

Open Call Documentation will be here.

https://piemonteinnova.it/wp-content/uploads/2023/06/AIBC-Training-Guidelines_final.pdf

TEMPLATE

Annex B: Submitted application and supporting documents

SUBMITTED APPLICATION (PDF Document) with all support documents will be added here.

TEMPLATE

Annex C: Specific Rules

Data privacy

The AIBC privacy policy is available at this [link](#).

Ethics

The Beneficiary must respect the Ethic Code (Codice Etico) of Fondazione Piemonte Innova (FPI), the contactor, which states the main rules of conduct to follow when linked to the organisation in terms of transparency, conflict of interest, whistleblowing, relations with providers and clients, etc.

The peculiar institutional functions entrusted to the Fondazione are such as to impose a privileged emphasis on the values, ascribable to the ethics of public service, of legality, impartiality, independence, confidentiality and transparency. FPI believes that compliance with ethical rules and transparency in the conduct of activities are a necessary condition to pursue the creation, maintenance and increase of value for Shareholders, for those who work in the Fondazione, for Customers and for the community as a whole. The Fondazione, therefore, promotes the creation of an environment characterised by a strong sense of ethical integrity, in the belief that this contributes decisively to the effectiveness of policies and control systems, influencing behaviour that could escape even the most sophisticated supervisory mechanism.

It is a priority objective of the Fondazione, stated in its Quality Policy, to fully satisfy the needs of all Interested Parties, also in order to create a solid relationship inspired by the general values of fairness, honesty, efficiency and professionalism. In this framework, the Fondazione ensures its customers the best execution of the assigned tasks and is constantly oriented towards proposing increasingly advanced and innovative solutions, with a view to integration, effectiveness, efficiency and cost-effectiveness. The agreements/contracts stipulated with customers, any communication addressed to them, as well as advertising messages, are marked by criteria of simplicity, clarity and completeness, avoiding the use of any misleading and/or unfair practice, however it is implemented.

The complete Ethic Code is found [here](#).

Intellectual Property Rights (iPR) – background and results – access rights and rights of use

Rights of use of the granting authority on results for information, communication, dissemination and publicity purposes (linked to AIBC EUROCLUSTERS project)

The granting authority also has the right to exploit non-sensitive results of the action for information, communication, dissemination and publicity purposes, using any of the following modes:

- **use for its own purposes** (in particular, making them available to persons working for the granting authority or any other EU service (including institutions, bodies, offices, agencies, etc.) or EU Member State institution or body; copying or reproducing them

- in whole or in part, in unlimited numbers; and communication through press information services)
- **distribution to the public** in hard copies, in electronic or digital format, on the internet including social networks, as a downloadable or non-downloadable file
- **editing or redrafting** (including shortening, summarising, changing, correcting, cutting, inserting elements (e.g. meta-data, legends or other graphic, visual, audio or text elements extracting parts (e.g. audio or video files), dividing into parts or use in a compilation
- **translation** (including inserting subtitles/dubbing) in all official languages of EU
- **storage** in paper, electronic or other form
- **archiving** in line with applicable document-management rules
- the right to authorise **third parties** to act on its behalf or sub-license to third parties, including if there is licensed background, any of the rights or modes of exploitation set out in this provision
- **processing**, analysing, aggregating the results and **producing derivative works**
- **disseminating** the results in widely accessible databases or indexes (such as through 'open access' or 'open data' portals or similar repositories, whether free of charge or not.

The Beneficiary must ensure these rights of use for the whole duration they are protected by industrial or intellectual property rights.

If results are subject to moral rights or third party rights (including intellectual property rights or rights of natural persons on their image and voice), the Beneficiary must ensure that they comply with their obligations under this Agreement (in particular, by obtaining the necessary licences and authorisations from the rights holders concerned).

Access rights for third parties to ensure continuity and interoperability

Where the call conditions impose continuity or interoperability obligations, the Beneficiary must make the materials, documents and information and results produced in the framework of the action available to the public (freely accessible on the Internet under open licences or open source licences).

Different rights of use

In view of the specific business model of standardisation organisations (and unless otherwise agreed with the granting authority), access rights in European Standards actions do not include the following:

- the right to **make available** standards and standardisation deliverables to persons working for other EU services (including institutions, bodies, offices, agencies, etc.) other than the granting authority or to persons working for an EU Member State institution or body; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information services
- the right to **distribute to the public** standards and standardisation deliverables (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes)
- the right to **edit or redraft** standards and standardisation deliverables
- the **translation** of standards and standardisation deliverables

- the **processing**, analysing, aggregating of standards and standardisation deliverables received and **producing derivative works**.

COMMUNICATION, DISSEMINATION AND VISIBILITY

Communication and dissemination

The Beneficiary must follow the communication and dissemination actions set out in this Agreement and in the Communication Package that will be provided by the AIBC Consortium.

Additional communication and dissemination activities

The Beneficiary must engage in the following additional communication and dissemination activities:

- **present the project** (including project summary, coordinator contact details, list of participants, European flag and funding statement and project results) on the Beneficiary' **websites** or **social media accounts**.
- Share, if requested, the public **project results** to the Single Market Programme Project Results platform, available through the Funding & Tenders Portal.

TEMPLATE