

CALL FOR SELECTION OF INNOVATIVE TOURISM SMEs Stage 1

Annex III - Programme Agreement Template



23 November, 2022

This document has the scope to regulate the cooperation framework between the selected innovative tourism SMEs and the awarder organisations as Consortium partners. The purpose of the EU DigiTOUR Programme Agreement is to agree on the programme engagement rules as laid down in the Call for Selection of Innovative Tourism SMEs and the support it entails. The EU DigiTOUR Programme Agreement stands as a legal document that is binding and holds the parties responsible for their commitment or just a partnership agreement.

1. PURPOSE OF THE AGREEMENT

1.1 Name of the parties involved

Awarder organisation

contact information

Legal name of the organisation

.....

Address

.....

.....

Country

.....

Name (person in charge)

.....

E-Mail

.....

Phone

.....

Company

contact information

Legal name of the company (Innovative Tourism SME)

.....

Address

.....

.....

Country

.....

Name (person in charge)

.....

E-Mail

.....

Phone

.....

1.2. Brief description of the scope of work.

In the framework of the Call for Selection of Innovative Tourism SMEs and following the selection of the final innovative tourism SMEs entitled to access the EU DigiTOUR High Growth Transformation Programme, the selected innovative tourism SME has agreed and accepted to participate to the programme according to the rules described in the Call above-mentioned.

The party commit to regularly attend the programme in order to complete the path designed so far, enabling the innovative tourism SME to participate to the DEMO DAY..

1.3. Financial obligations of each party

The innovative tourism SME, if selected for the programme, acknowledge and confirm that the participation to the programme will not determine a financial obligation from the EU DigiTOUR Consortium. The funding will be granted based on the evaluation of the Consortium and the Advisory Board members based on the articulated evaluation and scrutiny process as stated in the Call for Selection.

1.4. Agreement sign due date

The parties are requested to sign the present document by

2. DESCRIPTION OF PARTIES RESPONSIBILITIES, COMMITMENT AND SUPPORT

2.1 Parties Responsibilities

The party (innovative tourism SME) agrees to regularly attend the programme according to the calendar shared and agreed with the awarder organisation.

2.2 Declaration and obligations of the parties

Parties must respect the following declarations and obligations:

- A. Declare not having received funding from other public entities for the same item of costs;
- B. Declare not having received financial support under other Projects/initiative; co-funded by the Call for Proposals under **COS-TOURINN-2020-3-04** **GRO/SME/20/C/07** Projects: CULTOURDATA; SMARTER AOE; TOURISM 4.0; RESETTING; TOURBIT; DIGITOUR; TOURINN-ACT; EURO-EMOTUR;
- C. Obligation to submit timely all the reports of the co-funded activities;

- D. Obligation to keep records and other supporting documentation related to claimed costs for at least 5 years;
- E. Not failing under the cases provided by laws regulating the "in difficulty" [entity-ies], according to the point 14 of the Commission Regulation (EU) No 651/2014 of 17 June 2014;
- F. To be operating in one of the registered Business Activities listed in the Call Announcement;
- G. Not falling into any of the exclusion criteria apply for participation in the Call Announcement;
- H. Declare to be compliant to the prompt responsibility on accuracy and veracity of data and documents submitted or shared with the EU innovative Tourism SMEs, and with all the conditions and obligations laid down in the Call Announcement;
- I. Declare not being or to have been declared in bankrupt or have initiated bankruptcy procedures in any of the EU countries;
- J. Declare not being or to have been being in a matter of the convictions for fraudulent behaviour or other financial irregularities, unethical or illegal business practices;
- K. Declare not being or to have been under liquidation or an enterprise under difficulty according to the Commission Regulation No 651/2014 art. 2.18.)
- L. Declare not being or to have been part of any economic group (shareholding, Equity Structure, company shared ownership or control, etc.) falling under the cases provided in IX, X, XI;
- M. Obligation to permit the EU DigiTOUR Consortium partners to process the data for management and statistical purposes only (including publishing of general information) even through digital devices in compliance with the security and privacy within the law on data processing by the EU DigiTOUR High Growth Transformation Programme. Consortium Partners will be made by the provisions of Regulation (EU) 2016/679 and the subsequent transposing laws (jointly the "GDPR");
- N. Declare on behalf of each single member and shareholder of the applicant and to all of them as a whole, that no conflict of interests could arise in connection with the present Call.
- O. Declare not having submitted alone or in combination with other entities, other applications under this Call Announcement. The aforementioned tourism innovative tourism SME can submit only one application to the open Call for Participation; in the case of multiple submissions, only the last application received will be considered.

- P. Declare that all the above declarations apply (when resulting reasonable and legally permissible) to each single shareholder, and to all as a whole.

2.3 Data Sharing and IP management

Any personal data under the *Call for Selection of Innovative Tourism SME* and provided in any of the documents or forms on to the Good Grants online platform will be processed by each Consortium partner, in compliance with article 13 of EU Regulation 2016/679. In the forms, filled in by the parties, the Consortium will indicate specific information about Personal Data responsibilities and roles of each national partner. Information or facilities supplied to any applicant will be equally available to all. All invoices and accounting documents must be in the name of the third-party beneficiary company contribution. The third-party beneficiaries must process personal data under the agreement in compliance with applicable EU and national law on data protection (including authorisations or notification requirements). The parties may grant their personnel access only to data that is strictly necessary for implementing, managing and monitoring the agreements. The parties must inform the person whose personal data are collected and processed by the Consortium. For this purpose, they must provide them with the Consortium privacy statement, before transmitting their data to the Consortium.

3. FINANCIAL RESPONSIBILITY/REPORTING

3.1 LIABILITY OF THE THIRD PARTY BENEFICIARIES

Except in the case of force majeure, the party awarded with the funding (vouchers) will be responsible of reporting their costs, in full compliance with the EU DigiTOUR High Growth Transformation Programme Financial Agreement (Annex IV).

The contribution is reduced, rejected or revoked by the Consortium in the following cases:

- I. Under the “continuous checking” criteria (2.2.5), any Third Party, even if already declared eligible, would result uncompliant to one of the eligibility criteria, in particular but not limited to the rules under 1.4.1, letters D., E., F., G., H., and I.;
- II. The awarded Third Party fails under prohibitions and conditions provided in 2.3 “Conflict of Interests”;
- III. The Quality and Financial reporting along with the use of funds and claiming of costs was submitted after the deadline posed by the Consortium;

- IV. The implemented activities do not comply with quality standards required by the Consortium and set in each Programme Agreement;
- V. Reporting does not comply with the requirements set.

At any moment of implementation of the action and afterwards, the Consortium has the right to carry out checks, reviews and audits, to ascertain:

- the proper use of funds concerning the eligible costs;
- compliance with the obligations laid down in the call;
- the truthfulness of the declarations and information produced by the third-party beneficiary (EU tourism innovative tourism SME).

4. DURATION

4.1 Overall Terms

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT: This Programme Agreement shall set forth the terms of agreements, whether oral or written, express or implied, related to the subject matter hereof. This Agreement is entered into force without reliance upon any promise, warranty or representation, written or oral, express or implied, other than those expressly contained herein, and it supersedes any other such promises, warranties, representations or agreements.

If any provision of this Programme Agreement is determined to be invalid or unenforceable, in whole or in part, this determination will not affect any other provision of this Agreement, which will remain in full force and effect.

This Agreement will be construed and interpreted in accordance with the laws of the European Union, without reference to the choice of law provisions thereof.

4.2 Changes

This document can be changed only if both parties agree upon the specific modification.

4.3 Termination

In case of withdrawal, this commitment automatically terminates between both parties. Thus, the innovative tourism SME is no longer considered for the further course of the project.

5. EFFECTIVE DATE AND SIGNATURE

This EU DigiTOUR Programme Agreement shall be effective upon the signature of parties authorised Legal Representatives. It shall be in force from _____ to the date the DEMO DAYS events will be celebrated. Parties indicate their agreement and compliance with this EU DigiTOUR Programme Agreement by their signatures.

Party A (Awarder Organisation)

Name _____

Title _____

Party A _____

Date _____

PARTY (B) Company

Name _____

Title _____

Party B _____

Date _____

SIGNATURE OF THE EU DigiTOUR PROGRAMME AGREEMENT

Person in charge - Awarder Organisation

Place, Date

Signature (blue ink, handwriting)

Person in charge - Innovative Tourism SME

Place, Date

Signature (blue ink, handwriting)



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