

## **Annex 14**

### **THREE PARTY CONTRACT**

#### **FOR THE BLUE\_BOOST INNOVATION VOUCHER SCHEME**

#### **By and between the Contracting Parties**

- Name of the organization in English: *(copied from application form)*
- Legal Representative(s) of the organization: *(copied from application form)*
- Name of the contact person within the organization: *(copied from application form)*
  - e-mail: *(copied from application form)*
  - mobile phone: *(copied from application form)*
- Region & Country of the organization: *(copied from application form)*
- Address of the organization: *(copied from application form)*
- VAT No. of the organization: *(copied from application form)*

#### **Hereinafter referred to as Pilot Partner,**

**AND**

- Name of the organization in English: *(copied from application form)*
- Legal Representative(s) of the organization: *(copied from application form)*
- Name of the contact person within the organization: *(copied from application form)*
  - e-mail: *(copied from application form)*
  - mobile phone: *(copied from application form)*
- Region & Country of the organization: *(copied from application form)*
- Address of the organization: *(copied from application form)*
- VAT No. of the organization: *(copied from application form)*

#### **Hereinafter referred to as SME beneficiary ,**

**AND**

- Name of the organization in English: *(copied from application form)*
- Legal Representative(s) of the organization: *(copied from application form)*
- Name of the contact person within the organization: *(copied from application form)*
  - e-mail: *(copied from application form)*
  - mobile phone: *(copied from application form)*
- Region & Country of the organization: *(copied from application form)*
- Address of the organization: *(copied from application form)*
- VAT No. of the organization: *(copied from application form)*

- hereinafter: **Knowledge Provider**

Made under below date and place according to the following detailed content:

## I. CONTRACTING PARTIES

The ....., as partner of the BLUE\_BOOST project of the Interreg ADRION Program, functions as the financing and supporting party between the **SME beneficiary** and the **knowledge provider**.

**The SME Beneficiary**, as a micro, small and medium sized enterprise / start-up, is the applicant for and beneficiary of the service provided by a knowledge provider.

**The knowledge provider**, as an entity providing knowledge, is providing a knowledge transfer service.

## II. SUBJECT OF THE CONTRACT

With a view to spread the future adoption of a collaboration model for transnational exchange of innovation services in Europe, this pilot project is aimed to test the model in the seven partner regions of EU BLUE\_BOOST Project.

Based on the **application of the SME Beneficiary**, the subject of the present Contract is a service in the field of innovation provided by the knowledge provider to the SME, specified in the BLUE\_BOOST Call for Innovation Vouchers to an amount, not exceeding 10.000,00€ (ten thousand Euros). Any VAT applicable is included in this amount and is covered by the voucher.

The **SME Beneficiary** agrees to support this process by providing all the necessary information to the knowledge provider during the period of service realisation. After project realisation, the SME Beneficiary shall, between others, confirm the realisation of services to the pilot partner.

The **knowledge provider** agrees to realize his service according to his price quotation.

The **Pilot Partner** agrees to verify and pay the agreed knowledge transfer services based on the documentation received from both the knowledge provider and the SME Beneficiary.

The application form describing the contracted services in full detail and the collaboration agreement between the SME Beneficiary and the knowledge provider are part of this Contract added as annex no. 1 and annex no. 2.

The coordination, control and financing of the services performed by the pilot partner are financed by the following project of the EUROPEAN UNION:

<b>Title of the project:</b>	BOOSTing the innovation potential of the triple helix of Adriatic-Ionian traditional and emerging BLUE growth sectors clusters through an open source/knowledge sharing and community based approach
<b>Project acronym:</b>	BLUE_BOOST
<b>Contract number of the project:</b>	23
<b>The program supporting the project:</b>	ADRION PROGRAMME

The purpose of this European Union project and the present Contract is the regulation and facilitation of transnational cooperation between the micro, small and medium sized enterprises and start -ups and the knowledge provider entities.

### III. SCOPE AND OBJECTIVE

This Three Party Contract settles the specific conditions, rights and obligations for the concession by the BLUE\_BOOST Consortium of a Voucher to the Beneficiary for the implementation of the Project as described in Article IV.

### IV. RIGHTS AND OBLIGATIONS OF THE PARTIES AND PERFORMANCE RULES OF THE CONTRACT

**The SME Beneficiary** is obliged to achieve the project results as described in the Application Form, which is considered integral part of this document and other required conditions if applicable - and implement the Project in compliance with the agreed time-frame and in accordance with the collaboration agreement signed with the Knowledge Provider. The project must be completed within 6 months timeframe from the date of entering in force of the present contract. Within this 6 months timeframe period, the Beneficiary must receive the service from the approved Knowledge Provider and enable the payment for it according to the voucher scheme. An extension of this period is not possible, unless the implementation of the activities foreseen by the Application Form is prevented by unexpected or unforeseen circumstances outside its control and only if the implementation time schedule of BLUE\_BOOST project allows it.

**The SME Beneficiary** is obliged to support the realization of the contracted service by providing all necessary information requested by the knowledge provider for a successful and in-time realization of the contracted service.

The SME Beneficiary shall submit upon completion of the project a Request for Payment no later than **14<sup>th</sup> February 2020**, including a final report on the project and all documentation required, as described in the Call & Annexes. Report, deliverable documents and e-mail communication must be in English, and signed by the SME Beneficiary and the Knowledge Provider.

The Request for Payment, including the final report on the project and all documentation required, as described in the Call & Annexes, have to be reviewed and approved by the Responsible Pilot Project Partner before proceeding with the payment of the voucher sum to the knowledge provider. In case the Request for Payment is recognized as incomplete or incorrect, the Responsible Pilot Project Partner will ask the SME Beneficiary to submit complete and correct Request for Payment in due time. Only complete and correct Requests for Payment will be accepted.

The following documentation constitutes an integral part of the request for payment:

- Copy of the collaboration agreement (if modified) between the SME Beneficiary and the Knowledge Provider
- Final report and other evidences of delivered service

The SME Beneficiary shall immediately inform the Responsible Pilot Project Partner in written form of any circumstances, which may affect the realization of the Project or of any changes in conditions. The Responsible Pilot Project Partner and the BLUE\_BOOST Lead Partner shall decide upon such circumstances and changes.

The Responsible Pilot Project Partner has the right to verify any data provided by the SME Beneficiary and to ask for any documents and explanations concerning the project implementation. The SME Beneficiary is obliged to provide any data necessary for verification. The SME Beneficiary is obliged to provide the Responsible Pilot Project Partner with the required documents in due time. The SME Beneficiary is obliged to keep all documents related to the utilization of the Voucher for a period of 5 years, following the voucher redemption and payment date.

The SME Beneficiary hereby grants its authorization to BLUE\_BOOST Consortium to use information about the project in public documents and reports about the project for dissemination purposes.

The SME Beneficiary is bound to Visibility of EC funding and ADRION Programme Funding and is obliged to make references to public funding from EU, ADRION Programme including suitable logos, and EU flag.

The SME Beneficiary will collaborate with the Responsible Pilot Project Partners to disseminate impact and results of granted services and projects through communication, to be addressed to other enterprises, service providers and EC. Therefore, project's details and results could partly be used in public documents and reports, to be elaborated by BLUE\_BOOST consortium and/or ADRION Programme.

**The knowledge provider** has to realize the contracted services described in the Application Form in compliance with the agreed time-frame and in accordance with the collaboration agreement with the SME Beneficiary.

The knowledge provider is obliged to provide the contracted service to the SME Beneficiary at a market price and to collaborate with the SME Beneficiary to provide the pilot partner with the developed deliverables, as well as with a copy of the final report on the tasks carried out and the expected deliverables that will be countersigned by the SME Beneficiary. The service supplied cannot be contracted out to third parties, with the exception of specific items which should be duly justified in the application form and in the final report.

The knowledge provider should stick to the norms and good practices for consultancy services and technical support for companies, ensuring the confidentiality of the information accessed to carry out the tasks.

During the implementation of the awarded project, the knowledge provider is required to provide to both the pilot partner and the SME Beneficiary all the information and data concerning the implementation of the contracted service, for the purpose of the monitoring of the project progress and the subsequent redaction of the start up report and possibly an intermediate report by the BLUE\_BOOST Local Innovation Committee. In case the start up report is not satisfactory, the Pilot Partner has the right to reallocate the voucher budget to another service project, upon proposal of the BLUE\_BOOST Local Selection Board / Local Innovation Committee.

The knowledge provider has to report to the pilot partner any incidence of difficulties or failure to carry out the services contracted.

After finalization of the service, the knowledge provider has to prepare and send the above mentioned final report to the SME Beneficiary not later than 10 days after finalisation, in any case not after the expiry of the foreseen for the BLUE\_BOOST innovation projects 6-month implementation period.

After the complete and correct Request for Payment is submitted to the pilot partner and its acceptance by the latter is communicated to the Knowledge Provider and the SME Beneficiary, the knowledge provider is obliged to issue the invoice directly to the pilot project partner, making reference to the performed activities as described in detail in the application form submitted and in the final report with reference to the "BLUE\_BOOST / ADRION23 voucher" submitted by the SME Beneficiary.



The knowledge provider hereby grants its authorization to BLUE\_BOOST Consortium to use information about the project in public documents and reports about the project for dissemination purposes.

The knowledge provider is bound to Visibility of EC funding and ADRION Programme Funding and is obliged to make references to public funding from EU, ADRION Programme including suitable logos, and EU flag.

The knowledge provider will collaborate with the Responsible Pilot Project Partners to disseminate impact and results of granted services and projects through communication, to be addressed to other enterprises, service providers and EC. Therefore, project's details and results could partly be used in public documents and reports, to be elaborated by BLUE\_BOOST consortium and/or ADRION Programme.

**The pilot partner** is obliged to verify the final report, the request of payment and any data provided by the SME Beneficiary and it is entitled to ask for any documents and explanations concerning the project implementation within 15 working days from the date of submission.

The pilot partner is obliged to verify the correctness of the invoice issued by the knowledge provider according to the budget analysis reported in the application form submitted by the SME Beneficiary and the Request for Payment together with the final report

If the submitted documents are complete, the pilot partner shall send an acceptance via e-mail to the knowledge provider and the SME Beneficiary, and pay out the invoice by 31<sup>st</sup> March 2020 at the latest.

In case the pilot partner detects any errors, discrepancies or delays in the contracted service or received invoice, it is obliged to send the documents back to the SME Beneficiary and/or the knowledge provider, together with a request for clarification by quoting an adequate deadline for the receipt of the requested information. The SME Beneficiary and/or the knowledge provider are obliged to forward the requested information within the stated time frame. The pilot partner can ask for a detailed proof of realised services. If the submitted clarification is complete, the pilot partner shall send an acceptance via e-mail to the knowledge provider and the SME Beneficiary within 15 working days and shall pay out the invoice as described above.

The pilot partner shall transfer the invoice amount directly to the knowledge provider to the following bank details:

Financial institute: .....  
Address of financial institute .....  
IBAN number .....  
SWIFT code .....

The **pilot partner** has no obligation whatsoever to pay out the invoice if the service transfer fails to satisfy the standards and quality levels associated to the supplied service and described in the Application Form of the project proposal and in the bilateral collaboration agreement between the SME Beneficiary and the Knowledge provider. In this case, the pilot partner shall be entitled, if possible, to reallocate the planned voucher to another knowledge transfer project upon proposal of the BLUE\_BOOST Local Board of Assessment.

The **pilot partner** shall inform SME Beneficiary and knowledge provider about the payment via e-mail.

For the proof of realised services towards **EU Controlling Authorities**, the SME Beneficiary and the knowledge provider declare, with the signing of the current Contract, that they shall preserve all documentation regarding the service given by the knowledge provider until 5 years after realisation of the service. SME Beneficiary agrees to enable regional, national and/or international Controlling Authorities to check this documentation at the seat of the SME Beneficiary.

**The SME Beneficiary and the knowledge provider** are obliged to inform the BLUE\_BOOST pilot partner in writing without fail, in the following cases:

- there are changes of the content, amount and duration of the contracted services,
- project's realization encounters any obstacles for any reasons, or
- it fails or the possibility of the later is arising.

#### **IV. CONTRACT DURATION**

Contracting parties state that the realization of the project shall last maximum 6 months starting from the date the present contract enter into force. During this timeframe period, the SME Beneficiary must receive the service from the selected knowledge provider. The term of the current contract and contracted procedures shall last until all obligations are fulfilled and shall be connected with the duration of the BLUE\_BOOST project.

Deviations from the agreed contract duration shall be restricted only to the unavoidable cases, based on Contract amendment and with the written approval of the pilot partner.

#### **V. AMENDMENT TO THE CONTRACT**

Amendment to the present Contract is only possible by a written proposal submitted by the SME Beneficiary, the knowledge provider or the pilot partner to the remaining Contracting parties.

There cannot be any change to the subject of the application form submitted by the SME Beneficiary and approved by the pilot partner.

The SME Beneficiary or the knowledge provider are obliged to initiate amendment to the present Contract, if

- Any changes happen in any data of the Declarations marked in supplement no. 1 and no. 2 of the present Contract, or any data stated when entering into the Contract changes.
- The duration of project's realisation changes due to unavoidable circumstances.

The SME Beneficiary and the knowledge provider acknowledge that the BLUE\_BOOST pilot partner shall initiate amendment to the Contract in case that respective circumstances arising from the ADRION PROGRAMME regulations or the project's realization justifies this.

Each amendment has to be approved by the **BLUE\_BOOST Local Selection Board** of the BLUE\_BOOST project and has to be in line with the eligibility rules.

#### **VI. VIOLATION OF CONTRACT**

**Contracting Parties** agree that in case any of the parties violates the Contract, the parties shall abrogate the Contract with immediate effect in written disclaimer addressed to each other. In this case the pilot partner shall not be obliged to pay the amount of the support and shall be entitled to



reallocate the planned voucher to another knowledge transfer project upon proposal of the BLUE\_BOOST Local Selection Board / Local Innovation Committee.

In case the SME Beneficiary is declared bankrupt the pilot partner shall not be obliged to pay the amount of the support and shall be entitled to reallocate the planned voucher to another knowledge transfer project upon proposal of the BLUE\_BOOST Local Selection Board.

In case **the SME Beneficiary or the knowledge provider** fails to submit documentation within the set deadlines mentioned in point III, the pilot partner shall be entitled to step back from his financial obligation.

Except in case of force majeure, the SME Beneficiary must compensate the BLUE\_BOOST Lead Partner or the Responsible Pilot Project Partner for any damages it sustains as a result of the implementation of the services or because the action was not implemented in full compliance with the Application Form, including any breach by Knowledge Provider's fault.

If the SME Beneficiary or the knowledge provider breaches any condition, requirement or time term stated in the present three party contract and the Call, or other applicable legal requirements, the pilot partner will start a breach procedure that could finally result in losing the awarded voucher. The pilot partner will notify the SME Beneficiary and the knowledge provider, process any claim and come out with a final decision and communication to SME Beneficiary and the knowledge provider.

Each Pilot Partner has been designated as responsible for the correct use of European Funds in its region or country, including the accurate management of Applications (from evaluation to certification for proceeding the payment). Therefore, in case of any cause resulting in the need of reimbursement of the amount received by the knowledge provider, the Pilot Partner will proceed through its habitual procedures under local law.

The SME Beneficiary and the knowledge provider shall not be entitled to act or make legally binding declarations on behalf of the Pilot Partner and shall indemnify it from any third party claim resulting from a breach of these obligations.

The BLUE\_BOOST LP, the Interreg ADRION Programme and the Responsible Pilot Project Partners, cannot be held liable for any damages caused to the Beneficiary (or to third parties) because of the execution of this awarded voucher.

The liability of SME Beneficiary and knowledge provider for any breach of this Contract, or arising in any other way out of the subject-matter of this Contract will not extend to incidental indirect or consequential damages or losses, including (without limitation) any loss of profits, loss of goodwill, loss of revenue, loss of data, loss of contract or opportunity, whether direct or indirect, even if the party bringing the claims has advised the other of the possibility of those losses, or if they were within the other party's contemplation.

This limitation of liability shall not apply in cases of willful act or gross negligence.

## **VII. THE PROVISIONS RELATED TO THE UTILIZATION OF THE ASSET CREATED BY THE SUPPORTED SERVICE AND THE ACQUIRED ASSETS TOGETHER, THE OWNERSHIP RIGHT OF THE INTELLECTUAL PROPERTY CREATED RELATED TO THE SUPPORT**

The asset created by the supported service or the acquired assets together (hereinafter: assets together), can only be utilized complying with the targets defined in present contract.

The assets together, for 2 years following the acceptance of the documentation of the Request for Payment, can only be alienated, given out to rent, or utilized in any other ways with the prior written approval of the pilot partner and with transmission of the obligations included in present contract, and in case of their acceptance by the acquirer party.

The results of the granted project carried out under this Three Party Contract shall be the sole property of the SME Beneficiary carrying out the work according to the provisions stipulated in the Application Form, and the Collaboration Agreement.

### VIII. INFORMATION AND COMMUNICATION AMONG THE CONTRACTING PARTIES

Any communication or request concerning the present three party contract shall identify the three party contract number, the nature and details of the request or communication, and be submitted to addresses in Article 1.

Any changes of persons or contact details shall be notified immediately to the pilot partner. The address list shall be accessible to all concerned.

### IX. SELECTION OF LAW, COMPETENCE

**Contracting Parties** state that regarding the questions not regulated in the Contract and for the explanation of the provisions of the Contract, (**name of Pilot Partner country**) law and within that the provisions of the (**Name of PP country**) Civil Code shall be considered to be decisive.

**Contracting Parties** state that they shall settle the questions of dispute arising, related to the fulfilment of the Contract, primarily between themselves, in mutual cooperation, by discussions, but in case of unsuccessful agreement, they shall subject themselves to the exclusive competence of the Courts of (**City of Pilot Partner head office**).

### X. OTHER PROVISIONS

**The SME Beneficiary and the knowledge provider** agree to notify the pilot partner in writing without fail, in case of any changes to the information given when entering into the Contract or in any of the documents serving as supplements to the Contract.

**Contracting Parties** state that in case of the invalidity of any parts or any provisions of the Contract, they shall still consider the parts not affected by the invalidity to be binding upon them, and they shall substitute, complete and correct the invalid part, based on the effective legislations and the discussions between each other, exclusively in writing.

**Contracting Parties** agree that any amendments to the Contract must be made exclusively in writing, and that none of the Contracting Parties can effectively make a reference to any oral amendments or agreements.

**Contracting Parties** state that the term “day”, unless specified otherwise, refers to the calendar day, and in case the last day of the deadline falls on a holiday, then the deadline refers to the first working day after this holiday.



**The SME Beneficiary and the knowledge provider** agree to provide all the information and the documentation that may be asked, by the pilot partner or a member of the Local Innovation Committee, at any time during the implementation of the innovation voucher to check the compliance and correctness of the work they are implementing with the original proposal.

For the purpose of communication of best practice projects to a broader public, the **SME Beneficiary and the knowledge provider** give the permission that the names of involved parties, the subject of the service, the amount of the support and the place of the realization of the project can be used by the pilot project partner.

**Contracting Parties** have read the Contract, they have jointly understood its content and as the same being the full expression of their respective wills, they have approvingly signed it. Electronic signature, signature by hand, and both types of signatures are permitted on the contract.

#### SUPPLEMENTS:

1. *Application form*
2. *Collaboration Agreement*

#### SIGNATURE OF LEGAL REPRESENTATIVES

<p>.....</p> <p><b>SME Beneficiary</b></p> <p>Date, on the day.... month..... year 2019</p>	<p>.....</p> <p><b>Knowledge provider</b></p> <p>Date, on the day.... month..... year 2019</p>
<p>.....</p> <p><b>Pilot project partner</b></p> <p>Date, on the day.... month..... year 2019</p>	