

Annex 1

Application Form of INVESTINFISH “Call for Expression of Interest to select Fishery and Aquaculture MSMEs for Innovation Services’ awarding”

| Part 1: Company details | |
|--|---|
| Name of the MSME | |
| Size of the company ¹ | Medium <input type="checkbox"/> Small <input type="checkbox"/> Micro <input type="checkbox"/> |
| Company start date (according to the register document) | |
| Company Legal status | |
| VAT Number | |
| Company official registered office address | |
| Address (Street, number, postal code, City) | |
| Company local head office located in the eligible territory: Marche Region (Italy) | |

¹ Small Medium Enterprises according to EU definition

| MSME CATEGORY | MEDIUM | SMALL | MICRO |
|----------------------|--------|-------|-------|
| Staff Headcount: | <250 | <50 | <10 |
| Turnover: | <50M€ | <10M€ | <2M€ |
| Balance Sheet Total: | <43M€ | <10M€ | <2M€ |

The data to apply to the headcount of staff and the financial amounts are those related to the latest approved accounting period and calculated on an annual basis.

| | |
|--|--|
| Local head office Address (Street, number, postal code, City) | Only if different from the official registered office address |
| Phone number | |
| E-mail (Applicant is asked to provide an e-mail address that will assure the effective communication with SVIM during the whole procedure defined in this Call) | |
| Company Web site | |
| Company profile | Please provide a brief outline of the company, you may wish to include some of the following: sector, customers, how long the company is established, how many employed, main products /services and main market(s) (max 5000 words) |
| Company's Fishery and Aquaculture Business Activity(ies) | Please describe, your business activity (ies) belonging to Fishery and Aquaculture sectors, according Annex 10 |
| Legal representative details | |
| First name | |
| Surname | |
| Position | |
| Phone number | |
| e-mail | |
| Contact Person details | |
| First name | |
| Surname | |
| Position | |
| Phone number | |
| Mobile phone number | |
| e-mail | |

| | |
|--|--|
| (Applicant is asked to provide an e-mail address that will assure the effective communication with SVIM during the whole procedure defined in this Call) | |
|--|--|

| Part 2: description of the Innovation need | |
|--|---|
| Project title and summary (max. 500 characters) | Please provide Information on the following issues: <ul style="list-style-type: none"> - Title of the project - Type of innovation - Need for product / service /process - How company will take benefit from project's results |
| Description of the feasibility analysis and the service to be provided (Innovation Plan) (max. 2000 characters) | Please provide a description of the feasibility analysis in the perspective of introducing into the company specific innovations (R&D-based solutions, revision of organizational or logistic patterns, definition of new market strategies, ecc). Explanation of project's innovation potential Explanation of MSME planned investment to improve the innovation capacity |
| Description on how the company will benefit from project's results and Potential of replicability to other fishery and aquaculture companies of the technological and/or managerial solutions screened during the pilot (max. 2000 characters) | Please provide information on project's contribution in enhancing innovation capacity of the company and replicability of results. |
| Type of Innovation project | <ol style="list-style-type: none"> 1. Market Improvement <ul style="list-style-type: none"> • Improvement of consumer's perception <input type="checkbox"/> • Innovative traceability systems <input type="checkbox"/> • Market expansion and e-commerce <input type="checkbox"/> 2. New Production Layout <ul style="list-style-type: none"> • New materials <input type="checkbox"/> • Quality of aquaculture products <input type="checkbox"/> • New eco-friendly technologies for fresh-water aquaculture <input type="checkbox"/> 3. Sustainability <ul style="list-style-type: none"> • Optimization of waste disposal <input type="checkbox"/> • Reuse of leftovers and circular economy <input type="checkbox"/> • Other (Please describe) <input type="checkbox"/> <p>.....</p> |
| Previous experience in projects financed by EU or National Institutions related to technology transfer / marked development / support to innovation (max. 2000 characters) | Description of past projects if any Explanation of MSME propensity to Innovation Explanation of level of business relationship in the supply chain |

| | |
|-----------------------------------|--|
| Expert selected in the Short List | Insert name and surname Contact details |
|-----------------------------------|--|

Annex 2

Applicant's Statement

1. By applying to this Call, the applicant hereby confirms that he/she represents a MSME in line with the definition and classification reported in Annex 4 of the Commission Regulation (EU) No 651/2014 1, or SMEs as defined in the rec. 2003/361 of the European Commission, having an independent legal status (consortiums will be excluded);
2. By applying to this Call, the applicant hereby confirms that he/she is not entrepreneur in difficulty (according to the point 14 of the Commission Regulation (EU) No 651/2014 of 17 June 2014);
3. By applying to this Call, the applicant hereby confirms to be registered to the Chamber of Commerce under one of the commercial code referred to production/processing/commercialization within the fishery and aquaculture sector;
4. By applying to this Call, the applicant hereby confirms to be operating in at least one of the registered Business Activities listed in Annex 10;
5. By applying to this Call, the applicant hereby confirms to have one registered operational office in Marche Region;
6. By applying to this Call, the applicant hereby confirms not to fall into any of the exclusion criteria applicable for participation in procurement procedures;
7. By applying to this call, the applicant hereby accepts their responsibility on accuracy and veracity of data and documents submitted, and all conditions and obligations stated in the Call;
8. By applying to this call, the applicant hereby accepts to disclose specific information on own production systems;
9. By applying to this call, the applicant declares that the proposed project activities did not start before the submission of the present application and that they are not funded by another either national or European fund;
10. By Applying to this call, the applicant declares that there is not in a situation of conflict of interest with INVESTINFISH Project Partner (SVIM), nor the members of the Selection Committee;
11. By applying to this call, the applicant gives its permission to INVESTINFISH project partners to process the data given only for management and statistic purposes (including publishing of general information) even through digital devices with respect of the security and privacy within the law. Data processing by INVESTINFISH Project Partners will be made in accordance with the provisions of Regulation (EU) 2016/679 and the subsequent transposing laws (jointly, the "GDPR").

| FINANCIAL UNDERTAKING: The Beneficiary declares that the company is in one of the following situations: | Insert <u>YES</u> or <u>NO</u> as Appropriate |
|--|---|
| a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations; | |
| b) it is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract. | |

| | |
|---|---|
| Legal representative of the organization | |
| Position | |
| Signature | <i>(electronic signature if possible, or a scanned signed copy)</i> |
| Date | <i>(valid date after Call publication and before closing)</i> |

Annex 3 - Confidentiality & Conflict of Interest declaration of the Selection Committee

I, the undersigned declare that, by participating in the Selection Committee for evaluation of applications of MSMEs submitted under INVESTINFISH Call,

- I am not an applicant or do not remain with the applicant in such legal or factual relationship that the result of the evaluation may affect his or her rights and obligations;
- I undertake to treat as confidential all information contained in the applications which I am asked to evaluate, both during the evaluation and afterwards;
- I will not reveal to any third party the identity or any details of the views of my fellow evaluator(s), neither during the evaluation nor afterwards;
- I will not retain copies of any written or electronic information related to the evaluation, selection of projects or verification of project evaluation results;
- I do not, to the best of my knowledge, have any interest in any of the applications submitted in this call, I have not been involved in their preparation and I do not benefit either directly or indirectly from the eventual selection. Should I discover a conflict of interest during the evaluation, I undertake to declare this and to withdraw from the evaluation.

| | |
|---------------------|--|
| Name | <i>(for all Jury members, including those acting as chairperson and secretary)</i> |
| Position | |
| Organization | |
| Signature | <i>(electronic signature if possible, or a scanned signed copy)</i> |
| Date | |

Annex 4 - Application Eligibility Checklist

| | Criterion | YES / NO |
|------------------------|---|---------------|
| I. Applicant | | |
| 1 | The Applicant declares that he/she represents an MSME in line with the Article 2 of Annex 1 of the Commission Regulation (EU) 651/2014 YES/NO | |
| | micro-entrepreneur | |
| | small entrepreneur | |
| | medium entrepreneur | |
| 2 | The Applicant confirms that he/she is not entrepreneur in difficulty (according to the point 14 of the Commission Regulation (EU) No 651/2014 of 17 June 2014 | YES/NO |
| 3 | The Applicant is located/registered in Marche Region | YES/NO |
| 4 | The Applicant is operating in at least one of the Fishery and Aquaculture sectors listed in the Annex 10 of the Call | YES/NO |
| 5 | The Applicant declares that the MSME he/she represents is not transcending the “de minimis aid” ceilings set by Commission Regulation (EU) 1407/2013 or the “de minimis aid” ceilings for fishery and aquaculture set by Commission Regulation (EU) 717/2014 | YES/NO |
| II. Application | | |
| 7 | Is the application form submitted within the deadline of the call? | YES/NO |

| | | |
|-----------|---|---------------|
| 8 | Is the application form submitted in line with annex 1 to the Call text? | YES/NO |
| 9 | Is the application form fully completed? | YES/NO |
| 10 | Is the application form accompanied by all necessary documents? | YES/NO |

Verified by:

| | |
|---------------------|---|
| Name | |
| Position | |
| Organization | |
| Signature | <i>(electronic signature if possible, or a scanned signed copy)</i> |
| Date | |

Annex 5 - Evaluation Form

| | |
|----------------------------|---------------|
| Application Number: | Title: |
|----------------------------|---------------|

| CRITERIA | SCORE | COMMENT |
|---|-------|---------|
| <p>Excellence 1 poor- 3 medium - 5 good</p> | | |
| a) Innovation potential (technical scientific quality) | | |
| b) Planned investment to improve the innovation capacity of MSME | | |
| <p>Impact 1 poor- 3 medium - 5 good</p> | | |
| a) Potential of replicability to other fishery and aquaculture companies of the technological and/or managerial solutions screened during the pilot | | |
| <p>Capability 1 poor- 3 medium - 5 good</p> | | |
| a) Level of business relationship in the supply chain | | |
| b) Previous experience in projects financed by EU or National grants of any type related to technology transfer / marked development / support to innovation (max 3 additional points). | | |

Evaluated by:

| | |
|------------------|---|
| Name | |
| Position | |
| Signature | <i>(electronic signature if possible, or a scanned signed copy)</i> |
| Date | |

Annex 6 - Evaluation report

| | |
|--------------|--|
| SVIM: | <i>From the list of partners (Region & Name of Responsible Project Partners)</i> |
|--------------|--|

A total of _____ applications were received. After evaluation, _____ applications (ranked list & reserve list) could receive funding for a total amount of _____ EUR.

Applications will be evaluated accordingly to **Article 6 Selection and awarding criteria:**

1. Excellence.
2. Impact.
3. Capability.

An individual evaluation was made for each application with comments and scores for each criterion.

If needed, a description of abnormalities during the review, evaluation and ranking process can be done here.

Information on the outcome of the evaluation on local applications:

| | Number of applications | Funding required |
|---------------------------------------|------------------------|------------------|
| Applications received | | |
| Review | | |
| Eligible applications | | |
| Application rejected | | |
| Evaluation | | |
| Selected (ranked) applications | | |
| Reserve list applications | | |
| Application rejected | | |

The evaluation forms contain remarks on the individual evaluation of applications.

Selected (Ranked) List

The applications that passed the thresholds were ranked according to the results of the evaluation. Award of the grant will be made on the basis of this ranking, and the available budget. In this phase, this is not a commitment that the applications will be funded.

| Rank | Application Number | Name of the Organization | VAT number | Title of the project | Score | Observations |
|------|--------------------|--------------------------|------------|----------------------|-------|--------------|
| | | | | | | |

Reserve List

A number of applications will be kept in reserve in case of extra funding becomes available.

| Rank | Application Number | Name of the Organization | VAT number | Title of the project | Score | Observations |
|------|--------------------|--------------------------|------------|----------------------|-------|--------------|
| | | | | | | |

Rejection of applications

The following table shows the applications that did not pass the established thresholds.

| Rank | Application Number | Name of the Organization | VAT number | Title of the project | Score | Reasons for Rejection |
|------|--------------------|--------------------------|------------|----------------------|-------|-----------------------|
| | | | | | | |

| | |
|---|---|
| Prepared by (Selection Committee) - name | |
| Signature | <i>(electronic signature if possible, or a scanned signed copy)</i> |
| Accepted by Chairperson - name | |
| Signature | <i>(electronic signature if possible, or a scanned signed copy)</i> |
| Position | |
| Organization | |
| Date | |

Annex 8 - Notification of Awarding

Dear Applicant,

| | |
|--|---|
| Application Number ID: | <i>(assigned by SVIM when application was received)</i> |
| Name of the Applicant Organization: | <i>(copied from application form)</i> |
| VAT number: | <i>(copied from application form)</i> |
| Region/Country: | <i>(copied from application form)</i> |
| Contact person details: | <i>(copied from application form)</i> |
| Title of the project: | <i>(copied from application form)</i> |

Being the evaluation phase completed, we are pleased to hereby confirm that **your application has been selected for approval**. In accordance to your application, the maximum amount to be granted is **8.000,00 EUR**.

Such a funding is 100% under INVESTINFISH project, funded within the framework of INTERREG ITALY-CROATIA Programme 2014-2020.

Please mind that the Service you described in the project must be supplied from an Expert to be selected within the shortlist of Experts identified with a separate Call specifically for this purpose.

The selection by your organization should be in conformity with the conditions stated in the Three Party Contract that has to be signed by the legal representatives of your company, the selected Expert and the Responsible Pilot Project Partner.

You are kindly requested to fill, sign and forward three originals of the attached **Three Party Contract**. Once the aforementioned documents are filled and signed by both your company and the Expert, you are kindly requested to send the three originals of the Three Party Contract to SVIM headquarters.

In case you have any question about this Notification of Awarding, please send an email to investinfish@svim.eu.

We would like to thank you for your interest in our activities.

Yours sincerely,

| | |
|-----------------------------|---|
| SVIM | <i>From the list of partners</i> |
| Legal representative | |
| Position | |
| Signature | <i>(electronic signature if possible, or a scanned signed copy)</i> |
| Date | |

Annex 9 - Request for Payment Form

| | |
|--|--|
| Title of the project: <i>(copied from application form)</i> | |
| Application Number: <i>(copied from application form)</i> | |

| | |
|------------------------|--|
| Payment amount: | |
|------------------------|--|

| I. INFORMATION ABOUT THE BENEFICIARY | | |
|---|--------------------------|--------------------------|
| Name of the SME/Start-up | | |
| micro-entrepreneur | small entrepreneur | medium entrepreneur |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Date of starting economic activity according to the register document | | |
| Legal form | | |
| VAT number | | |
| Registered seat address / place of residence | | |
| Country and Region | | |
| Address (Street, number, Postal code) | | |
| Phone number | | |
| e-mail | | |
| INFORMATION ABOUT LEGAL REPRESENTATIVE | | |
| First name | | |

| | |
|--|--|
| Last name | |
| Position | |
| Institution | |
| Phone number | |
| Mobile phone | |
| e-mail | |
| Address (Street, City, Region, Country, Postal Code) | |
| CONTACT PERSON | |
| First name | |
| Last name | |
| Position | |
| Institution | |
| Phone number | |
| Mobile phone | |
| e-mail | |

| | |
|--|--|
| II. INFORMATION ABOUT THE EXPERT | |
| Name | |
| Legal form | |
| VAT number | |
| Registered seat address / provider's place of residence | |
| Address (Region, Street, City, Country, Postal Code) | |
| Phone number | |
| e-mail | |
| web page address | |
| Name of Bank for payment | |
| No of Bank account (IBAN format) | |
| SWIFT CODE | |

| III. INFORMATION ABOUT THE PROJECT | |
|---|--|
| Application number | |
| Title of the project | |
| Dates of delivery of the service (from DD-MM-YYYY till DD-MM-YYYY) | |
| Short report on the project | |
| Description of the service and project achievement (in short) | |
| <p>Please provide a description of the feasibility analysis in the perspective of how introduced into the company specific innovations (R&D-based solutions, revision of organizational or logistic patterns, definition of new market strategies, ecc).</p> <p>Explanation of project's innovation potential</p> | |
| Description of the achieved results of the service (in short) | |
| <p>Please provide information on project's contribution in enhancing innovation capacity of the company and replicability of results.</p> | |
| Description of the barriers/challenges found during the project and this call, including future actions based on this initiative (in short) | |
| | |
| Information on how the project will be continued in the future by MSME till implementation into her/his economic activity (in short) | |
| | |

| IV. PAYMENT DATA | |
|---|--------------------------|
| Amount in euro of the requested payment | |
| Declaration of the service satisfactory | |
| Herby I confirm that I am satisfied with service provided by the Expert | <input type="checkbox"/> |

Beneficiary's declaration:

By submitting this request for payment I hereby declare that:

- all information and data submitted in this request for Payment is accurate, reliable and reflects the genuine project implementation and its results;
- no essential information about the project the knowledge of which could affect the project assessment has been concealed;
- all documentation of the project is kept in our seat at: *(the beneficiary's seat address)*

The following documentation constitutes an integral part of the request for payment form and must be attached (all copies of documents must bear a clause "Copy true to the original" ¹⁾):

- Final report and other evidences of delivered service – such as interim-reports, acceptance protocols, analysis, photos of prototypes, if it was done within the project (more complex version of the description of the project, short version of which is in the request for payment form).
- One-page document describing barriers/challenges found during the project and this call, including contributions from beneficiary to improve future actions based on this initiative.

| | |
|---|---|
| Legal representative of the organization | |
| Position | |
| Signature | <i>(electronic signature if possible, or a scanned signed copy)</i> |
| Date | |

¹ The certified true copy is understood as a copy of the document containing:

- 1) "certified true copy" clause on each page of a document, together with a legible signature (name and surname) of a person authorised to represent the Beneficiary or
- 2) "Certified true copy from page...to page..." on the first page of the permanently bound document with all pages numbered and a legible signature (name and surname) of a person authorised to represent the Beneficiary.

Annex 10

Eligible SMEs Business Activities

| BLUE GROWTH SECTORS | NACE - DESCRIPTION OF ACTIVITIES |
|---------------------------------|--|
| Aquaculture | 03.2 - Aquaculture; 03.21 – Marine aquaculture; |
| BLUE ECONOMY SECTORS | NACE – DESCRIPTION OF ACTIVITIES |
| Fisheries | 03.1 - Fishing; 03.11 – Marine fishing; |
| Marine aquatic products (Other) | 21.20 Manufacture of pharmaceutical preparations; |
| Fisheries (Other) | 10.2 Processing and preserving of fish, crustaceans and mollusks; 10.9 Manufacture of other food products n.e.c.; 46.38 Wholesale of other food, including fish, crustaceans and mollusks; 47.23 Retail sale of fish, crustaceans and mollusks in specialized stores; 13.94 Manufacture of cordage, rope, twine and netting; |

Annex 11

Declaration on the previous aid received under the De Minimis Regulation

[To be printed on an official letterhead of the company]

Declaration on the previous aid received under the *De Minimis* Regulation¹

Title of the innovation project: [insert title]

I, the undersigned, [name, surname], as the legal representative of [Name of the Company in English], declare that (please select the applicable option):

- The company I represent, and all other entities belonging to the same company group² as my company, **have not received** any contribution falling under the *de minimis* Regulation during the previous three fiscal years (this being the current fiscal year and the previous two fiscal years)
- The company I represent, and all other entities belonging to the same company group as my company, **have received** the following contribution(s) falling under the *de minimis* Regulation during the previous three fiscal years (this being the current fiscal year and the previous two fiscal years):

| Organisation providing the <i>de minimis</i> aid | Country which granted the <i>de minimis</i> aid | Legal name and fiscal/administrative number of the beneficiary (the aid receiver) | Amount of the contribution in € (3) | Date of granting |
|--|---|---|-------------------------------------|------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

I acknowledge that untruthful/false declarations, in addition to the request of refunding of unduly received contribution charged with interests, can also be prosecuted under the penal code.

¹ Commission Regulation (EU) No 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to *de minimis* aid and Commission Regulation (EU) 717/2014 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to *de minimis* aid in the fishery and aquaculture sector.

² It is defined in Article 2(2) of the *de minimis* Regulation which group of undertakings are considered as a single undertaking (and therefore belong to the same company group)

³ If aid was granted in a form other than grants (e.g. guarantee and loans), please explain how the conditions under Article 4 of the *de minimis* Regulation are complied with (calculation of gross grant equivalent)

- / /

.....
Signature

.....
Place and date

.....
Name of the Signatory

.....
Position of the Signatory



Official stamp of the Signatory Structure

Annex 12 THREE PARTY CONTRACT

FOR THE INVESTINFISH Call for awarding Innovations services to MSMEs

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 (SVIM),

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 MSME 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 referred to as Expert

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

I. CONTRACTING PARTIES

SVIM, as partner of INVESTINFISH project of the INTERREG Italy-Croatia 2014-2020 Programme, functions as the financing and supporting party between the **SME beneficiary** and the **Expert**.

The MSME Beneficiary, as a micro, small and medium sized enterprise, is the applicant for and beneficiary of the service provided by an Expert (or pool of them).

The Expert, as an entity providing knowledge and innovation service in F&A sector.

By applying to this call, the applicant and the Expert declare that they are entirely separate entities, with no financial or other ties. Specifically, **The MSME Beneficiary** and selected Expert must not be owned by the same parent company, share governance or have common directors, officers or senior managers.

II. SUBJECT OF THE CONTRACT

Based on the **application of the MSME Beneficiary**, the subject of the present Contract is a service in the field of fishery and aquaculture innovation provided by the Expert to the MSME, specified in the Investinfish Call for expression of interest for an amount, not exciding 8.000,00€ (eight thousand Euros). Any VAT applicable is included in this amount and is covered by the voucher.

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

The **Expert** 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 Expert and the MSME Beneficiary.

The application form describing the innovation Service and Innovation Plan needed is part of this Contract added as annex n. 1.

The coordination, control and financing of the Service performed by the pilot partner are financed by the following project of the EUROPEAN UNION: Investinfish- Boosting INVESTments in Innovation of SMEs along the entire FISHERY and aquaculture value chain, funded by the INTERREG Italy-Croatia 2014-2020 Programme.

III. SCOPE AND OBJECTIVE

This Three Party Contract settles the specific conditions, rights and obligations for the concession by the Investinfish Consortium of an Innovation Service to the Beneficiary as described in Article 3 of the Call for Expression of Interest.

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

The MSME Beneficiary is obliged to collaborate in compliance with Art.3 and Art. 6.

The Service must be completed within 6 months timeframe from the date of entering in force of the present contract. Within the 6 months timeframe period from the signature, **starting not later than 1st June 2020**, if not formally agreed with the Pilot Partner for motivated reasons.

An extension of this period is not possible, unless the implementation of the activities foreseen by the project is prevented by unexpected or unforeseen circumstances outside its control.

The Beneficiary must receive the Service from the selected Expert and inform the Pilot Partner once the service is concluded, to proceed to the payment.

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

The MSME Beneficiary shall submit upon completion of the project a Request for Payment no later than **15th January 2021**, 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 MSME Beneficiary and the Expert.

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 Pilot Project Partner before proceeding with the payment to the Expert. In case the Request for Payment is recognized as incomplete or incorrect, the Pilot Project Partner will ask the MSME Beneficiary to submit complete and correct Request for Payment in due time. Only complete and correct Request for Payment will be accepted.

The MSME 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 Pilot Project Partner and the Investinfish Lead Partner shall decide upon such circumstances and changes.

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

The MSME Beneficiary hereby grants its authorization to Investinfish Consortium to use information about the project in public documents and reports about the project for dissemination purposes.

The MSME Beneficiary is bound to Visibility of EC funding and Interreg Italy-Croatia 2014-2020 Programme Funding and is obliged to make references to public funding from EU, Interreg Italy-Croatia Programme including suitable logos, and EU flag. The MSME Beneficiary will collaborate with the Responsible Pilot Project Partners to disseminate impact and results of granted Service 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 Investinfish consortium and/or INTERREG Italy-Croatia 2014-2020 Programme.

The Expert has to realize the contracted services described in Art. 3 of the Call with the MSME Beneficiary in compliance with the agreed time-frame.

The Expert is obliged to provide the contracted service to the MSME Beneficiary at a market price and to collaborate with the MSME 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 MSME Beneficiary.

The Service supplied cannot be contracted out to third parties, with the exception of specific items which should be duly justified in the final report.

The Expert 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 service, the Expert is required to provide to both the pilot partner and the MSME Beneficiary all the information and data concerning the implementation of the contracted service, for the purpose of the monitoring of the project progress. The Expert 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 Expert has to prepare and send the above mentioned final report to the SME Beneficiary not later than 10 days after finalization.

The MSME Beneficiary and the Expert are obliged to inform the Investinfish 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.

V. CONTRACT DURATION

Contracting parties state that the realization of the project shall last maximum 6 months starting from the date the present contract enters into force. During this timeframe period, the MSME Beneficiary must receive the service from the selected Expert. 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 Investinfish 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.

VI. AMENDMENT TO THE CONTRACT

Amendment to the present Contract is only possible by a written proposal submitted by the SME Beneficiary, the Expert 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 Expert are obliged to initiate amendment to the present Contract, if

- Any changes happen in any data of the present Contract, or any data stated when entering into the Contract changes.
- The duration of project's realization changes due to unavoidable circumstances.

The SME Beneficiary and the Expert acknowledge that the Investinfish pilot partner shall initiate amendment to the Contract in case that respective circumstances arising from the INTERREG Italy-Croatia 2014-2020 PROGRAMME regulations or the project's realization justifies this.

Each amendment has to be approved by the **Investinfish Selection Committee** of the Pilot Partner and has to be in line with the eligibility rules.

VII. 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 amount to another Innovation Service project upon proposal of the Investinfish Selection Committee.

In case the MSME 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 amount to another Innovation Service project upon proposal of the Investinfish Selection Committee.

In case **the MSME Beneficiary or the Expert** 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 Investinfish 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 Collaboration agreement and Call, including any breach by Expert's fault.

If the MSME Beneficiary or the Expert 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 MSME Beneficiary and the Expert, process any claim and come out with a final decision and communication to SME Beneficiary and the Expert.

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 Expert, the Pilot Partner will proceed through its habitual procedures under local law.

The MSME Beneficiary and the Expert 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 Investinfish LP, the Interreg Italy-Croatia 2014-2020 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 Service.

The liability of MSME Beneficiary and Expert 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.

VIII. 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 MSME Beneficiary carrying out the work according to the provisions stipulated in the Collaboration Agreement.

IX. 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.

X. 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, Italian law and within that the provisions of the Italian 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 Ancona.

XI. OTHER PROVISIONS

The MSME Beneficiary and the Expert 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 MSME Beneficiary and the Expert agree to provide all the information and the documentation that may be asked, by the pilot partner or a member of the Selection 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 **MSME Beneficiary and the Expert** 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.

ANNEXES:

1. *Pilot Project Application Form*

SIGNATURE OF LEGAL REPRESENTATIVES

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MSME Beneficiary

Date, on the day.... month..... year 2020

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Expert

Date, on the day.... month..... year 2020

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Pilot project partner

Date, on the day.... month..... year 2020