

## ANNEX IV - Action Plan Agreement (APA)



### Action Plan Agreement (APA)

Agreement number: RESETTING\_2nd CALL\_N° (hereinafter referred as the “Agreement”)

Name of the Partner providing the financial support: \_\_\_\_\_

Registered office: \_\_\_\_\_

Company Reg. No: \_\_\_\_\_

Tax ID: \_\_\_\_\_

Name of the authorised representative:

(hereafter referred as the “Awarder”),

AND [THE Third-party Beneficiary]

Name of the Third-party Beneficiary awarded:

\_\_\_\_\_

Registered office: \_\_\_\_\_

Address: \_\_\_\_\_

Company Reg. No: \_\_\_\_\_

NACE Code: \_\_\_\_\_

Name \_\_\_\_\_ of \_\_\_\_\_ the \_\_\_\_\_ authorized \_\_\_\_\_ representative:

\_\_\_\_\_

Name of the bank: \_\_\_\_\_

IBAN: \_\_\_\_\_

Tel.: \_\_\_\_\_

E-mail: \_\_\_\_\_

(hereafter referred as the “third-party beneficiary”)

CONSIDERING THAT the third-party beneficiary has been successfully selected, pursuant the EU RESETTING PROGRAMME Project, Grant Agreement number: **101038190** (hereinafter referred as the “the Project”) terms and conditions, to receive financial support under the conditions set out in this Agreement,

HAS AGREED the following conditions and all details and conditions of the Call for Participation published on to the Project website <https://www.resetting.eu/opencall> (Hereinafter referred as the “OPEN CALL FOR TOURISM SMEs”) and its annexes

### WITH THE FOLLOWING CONDITIONS

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

1.1. The RESETTING project aims to support tourism SMEs through financial support for covering their costs as detailed in the Plan of Action as submitted so far.

1.2 The financial support will have to be used for covering specific costs as below-mentioned.

1.3 The Action Plan submitted by the third-party beneficiary and approved by the Resetting Evaluation Committee consists in:

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



This project has received funding from the COSME Programme (EISMEA) under grant agreement No.101038190

2.1. Financial support can be used solely for the following objectives:

- Support the digital transformation of tourism SMEs
- Promote innovative and digitally-driven solutions for tourism SMEs, start-ups as well as networks of SMEs in tourism sector
- Enhance the quality of tourist experience through digital / smart tools
- Promote inclusive economic growth of SMEs and local residents
- Support actions that promote the tourist flows in targeted areas

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

3.1. The maximum amount of financial support cannot exceed 9.000€ (nine thousand euros).

3.2. This amount is deemed to support the third-party beneficiary in the execution of the Action Plan as mentioned in the Article 2 of this Agreement.

3.3. The final amount of financial support granted to the present third-party beneficiary under the conditions set out in this Agreement is equal to \_\_\_\_\_.

### **Article 4 – Reporting**

4.1. The third-party beneficiary will be requested to submit a financial and final report, ensuring a comprehensive understanding of the use of funds and monitoring of the different claiming of costs, supporting documents and transfer of payment to the beneficiaries. The third-party beneficiary will have 6 months to use the funds granted starting from the signing of this agreement. A 3-month extension can be granted providing a written justification. SMEs will have one month of time (from the moment that all the activities of the Action Plan Agreement have been undertaken) to present the final and financial report.

4.2 Check of the eligible costs.

Eligible costs against the budget included in the 'Action Plan' will be reported as follows.

Compliance, adaptations and innovation implementation:

- services: contract/order, invoices/receipts; proof of payments
- working hours spent for the development of the action, if proved by signed timesheets
- travel and accommodation costs + subsistence allowances for face-to-face activities, e.g.: Third Party Beneficiary's internal rules on travel, if any; booking, receipts; other documents (proofs of attendance such as minutes of meetings, reports; proof of payments).

#### **[SPECIFIC RULES TO TRAVEL COSTS]**

Travel, accommodation costs and subsistence allowances must be in line with usual SME practices or respect any maximum ceiling for travel and hotel costs established at the National level, whichever prevails. Travel arrangements must prioritise the use of public and collective transport modes. The most cost-efficient means of transportation shall be used. No business or first-class tickets for air transport are eligible irrespective of the fact that this may be allowed by internal rules of the Third-Party Beneficiary institution. Business-or first-class train tickets are allowed if it can be



proved that they are the most economical travel option when booking the ticket (e.g. through screenshots of booking webpages). Daily rates for hotels are considered as cost-adequate, if not ruled at the national or international level, when they are below the amounts mentioned in the Commission Delegated Regulation (EU) 2016/1611 of July 2016. Higher daily rates shall be considered as exceptional and must be duly justified.

Daily subsistence allowances must be in line with the national and internal rules of the Third Party Beneficiary. If not rule at the national or international level, as well as in the case of international organisations, the maximum eligible daily allowances are those defined in the official list available on <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32016R1611>

All costs must be linked to the Project activities. If no daily euro exchange rate is published in the EU Official Journal for the currency in question, the rate used must be the average of the monthly accounting exchange rates established by the Commission and published on its website: [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/inforeuro/inforeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm)

All invoices and accounting documents must be in the name of the Third-Party Beneficiary. All the forms and documents must be uploaded on to the on-line platform, filled in by the beneficiaries and will be stored by the Consortium Partners for the period of the 5 years and will be available for any EU Commission check, if requested.

#### 4.3 Very strict rules for costs.

All costs to be reimbursed must:

- be an efficient prove of the expenses (a scanned copy, etc.), (and traceable, cash payments are not allowed);
- be necessary to implement the action as resulted from the budget included in the Plan of Action, which is the subject of the micro-grant awarded;
- be reasonable and justified, and comply with the requirements of sound financial management, in particular as regards economy and efficiency;
- have been incurred during the action, as defined in the action plan
- not be covered by another EU grant;
- be identifiable, verifiable and, in particular, recorded in the Third-Party Beneficiary accounting records and determined according to the applicable accounting standards of the country where it is established and its usual cost-accounting practices;
- comply with the requirements of applicable national laws on taxes, labour and social security;
- be supported by adequate records and other documentation to prove the costs declared, such as contracts, subcontracts, invoices and accounting records. In addition, the beneficiaries' usual cost accounting practices and internal control procedures must enable direct reconciliation between the amounts declared, the amounts recorded in their accounts and the amounts stated in the supporting documentation. In case reports are incomplete in any part and documents, the Consortium can ask for additional information; participants must provide within 10 calendar days from the request, otherwise, the report



will be rejected and the grant revoked. In case reports are incomplete in any part and documents, the Consortium can ask for additional information; participants must provide within 10 calendar days from the request, otherwise, the report will be rejected and the final grant revoked. confidentially and fairly.

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

5.1. An initial pre-financing payment of 75% of the voucher total value will be made at the latest 30 days after the entry into force of the Financial Agreement. The payment of the balance will be done within 30 days from the validation of the financial reporting documenting the cost claimed for the implementation of the solution as described in the awarded “Action Plan”.

In case of any request for clarification or incoherences in the costs claiming and related proof of expense, the 30 days will be stopped and resumed as soon as the clarifications will be provided to the Consortium partner and validated accordingly.

If the required information and documents on the development of the action plan, such as financial and final reporting, are not provided in time or incomplete (e.g. receipts missing, timesheets not signed, etc.), the funding received will need to be promptly returned.

### **Article 6 – Checks and audits**

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

- 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.
- Occurring the above situations or in case of impossibility of carrying out the checks, reviews and audits for reasons attributable to the Third Party Beneficiary, the contribution may be reduced, rejected or revoked and may lead to criminal prosecution under national law. The contribution will be revoked in case of express renunciation of the contribution by the Third Party Beneficiary. In case of revocation, any up-front instalment/pre-financing received by the Third Party Beneficiary must be reimbursed, legal interests included, to the Consortium within 15 calendar days from the official communication.

6.2. By signing of this Agreement, the third-party beneficiary declares, that in the case that, as a result of the paying the financial support mentioned in the Article 3.3. of this Agreement, the third-party beneficiary incurs any obligation under the rules of their tax law, the third-party beneficiary will fulfil this obligation himself/herself.

6.3. State Aid “De minimis regime”. The Guidance Notice of the European Commission on the notion of “State aid” clarifies that direct funding from the European Union, including from an Executive Agency, is not considered as a State Aid. As a consequence, the financial distribution to third parties as integral part of the funding granted under the RESETTING Project by the EISMEA in application of the EU Financial Regulation does not constitute “State aid” and is not to be taken into account



for the calculation of the “de minimis” rule.

## **Article 7 - Confidentiality**

### **7.1 General obligation to maintain confidentiality**

During the implementation of the action and for five years after the payment of the balance from the EISMEA to the Consortium, all parties must keep confidential any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed ('confidential information'). The confidentiality obligations no longer apply if (a) the disclosing party agrees to release the other party; (b) the information becomes generally and publicly available, without breaching any confidentiality obligation; (c) the disclosure of the confidential information is required by EU or national law.

### **7.2 Consequences of non-compliance.**

If a Third Party Beneficiary breaches any of its obligations under this Call, the grant may be reduced. Such breaches may also lead to any of the other measures such as rejection of ineligible costs, reduction of the grant, recovery of undue amounts and potential administrative and financial penalties.

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

### **8.1 Communication activities by the Third Party Beneficiaries.**

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

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

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

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



## Article 9 – Contact person

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

9.2. Contact person of the Business Support Organisation:

BSO: \_\_\_\_\_  
Name: \_\_\_\_\_  
Function: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Tel.: \_\_\_\_\_  
Email: \_\_\_\_\_

9.3. Contact person of the Third-party Beneficiary:

SME: \_\_\_\_\_  
Name: \_\_\_\_\_  
Function: \_\_\_\_\_  
Address: \_\_\_\_\_  
Tel.: \_\_\_\_\_  
Email: \_\_\_\_\_

## Article 10 – Bank account

10.1. Payment of the financial support will be made as follows:

Name of the third-party beneficiary bank account holder:

\_\_\_\_\_  
Name of the bank:

\_\_\_\_\_  
Registered office:

\_\_\_\_\_  
IBAN:

\_\_\_\_\_  
BIC/SWIFT:

## Article 11 – Applicable law and competent jurisdiction

11.1. This Agreement is governed by the terms mentioned in this Agreement under the law of *COUNTRY*

11.2. The courts having jurisdiction for matters relating to this Agreement shall be the courts of *CITY*.

## Article 12 – Termination of this Agreement

12.1. The BSO may terminate this Agreement if the third-party beneficiary has inadequately discharged or failed to discharge any of the contractual obligations, insofar as this is not due to force majeure, after notification to the third-party beneficiary, who discharged or failed to discharge any of his contractual obligations, by registered letter has remained without effect for one month. The notice period is 1 (one) month, which begins on the 1st calendar day of the month following the month in which the notice was delivered to the third-party beneficiary.



**Article 13 - Amendment**

13.1. Any amendment to this Agreement must be the subject of a written supplementary agreement. No oral agreement may bind the parties to this effect.

13.2. This Agreement shall come into force on the day when it has been signed by all parties. Specific country rules and regulations are detailed as follow (if applicable):

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13.3. Done in 2 copies, one for each party.

City, Country, Date

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Signature of the Business Support Organisation's authorised representative

City, Country, Date

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Signature of third-party beneficiary authorised representative

