



# Sub-grant Agreement

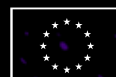
Contract to award financial support to third parties  
Sustainable Transformation programme for tourism  
SMEs

SME name: [ACRONYM]

SUB-GRANT AGREEMENT NUMBER: [XX]



JUNTA DE EXTREMADURA



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the European Union

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[PARTNER\_NAME] established in [LEGAL\_ADDRESS], with VAT number [VAT\_NUMBER], represented for the purposes of signing the Sub-Grant Agreement by [LEGAL\_REPRESENTATIVE], [LEGAL\_REPRESENTATIVE\_POSITION].

[PARTNER\_NAME] acts lawfully on behalf of the Lookup consortium: <https://lookupthesky.eu/partners/> .

Hereinafter referred as the “Contractor”.

and

[COMPANY\_NAME], established in [LEGAL\_ADDRESS], with VAT number [VAT\_NUMBER], duly represented by [LEGAL\_REPRESENTATIVE], [LEGAL\_REPRESENTATIVE\_POSITION], participating in the framework of the Program in Window 1: Sustainability

Hereinafter referred as the “Beneficiary”

Hereinafter collectively referred as the “Contracting Parties”.

#### WHEREAS

The European Commission (hereinafter referred as the “EC”) and the Contractor, on behalf of the Lookup consortium, have signed the Grant Agreement No 101085902 under the European Union’s Single Market Programme (SMP) for the implementation of the project “Supporting Tourism SMEs Triple Transition by Uncovering the Value of Sky as Destination” (Acronym: LookUP), Call: SMP-COSME-2021-TOURSME-01.

In the framework of LookUP, an Open Call has been published to support SMEs by increasing the competitiveness of tourism enterprises by promoting sustainability strategies and innovations in tourism linked with the preservation of natural heritage and biodiversity, and the development of rural tourism and ecotourism, with particular attention to slow tourism activities that can be undertaken across seasons, under the framework of the so-called the “Sustainable Transformation programme for tourism SMEs”. The Beneficiary’s proposal has been evaluated by a panel of external experts and selected for participation in the programme and for receiving financial support as a Third Party.

The Contracting Parties HAVE AGREED to the following terms and conditions including those in the following documents and annexes, which form an integral part of this Sub-grant Agreement (hereinafter referred as the “Contract”).

-Guidelines for Application to the Sustainable Transformation Programme.

-Annex IX – Application

# TERMS AND CONDITIONS

## Article 1 – Scope

This Contract aims at defining the financial support conditions for the implementation of the required activities under The Programme.

## Article 2 - Entry into force & Termination of the contract

### Article 2.1 - Entry of Force

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

### Article 2.2 – Termination

1. The Contract shall be terminated after the completion of the activities.
2. Termination of the contract can be requested in writing at any moment by the Contractor, in the following cases (the « Letter »):
  - (i) If the Beneficiary has lost one of the qualifying criteria of its eligibility as stipulated in the Guidelines for Applicants;
  - (ii) In case of breach of its obligations signed in the Declaration of Honour (Annex at the end);
  - (iii) If the Beneficiary has breached or defaulted in the performance of its contractual obligations breach of ethics (Article 3 and Article 10);
  - (iv) In case of failure to provide required information or submitting of false information. In case the transmission of false information would be intentional, the Contractor may decide to take any other appropriate action;
  - (v) Upon explicit written request of the EC or the Agency (European Innovation Council and SME Executive Agency, EISMEA).

In case of termination, it entitles the Contractor the right to cease any

support services provided under this Contract and claim the full refund of all payments made up to date to the Beneficiary on behalf of the project.

3. Upon written notice, at any moment, the Beneficiary may request a termination of the Contract stating the reasons why and the required effective date for termination.

## Article 3 - Obligations of the Beneficiary

The Beneficiary must:

- i. Carry out the work to be performed in a diligent manner, as described in the Guidelines for Application to the Sustainable Transformation Programme, within the timeframe and with the financial contribution stipulated in this Contract;
- ii. Take every necessary precaution to avoid from every representative – including employees - any risk of conflict of interest relating to economic interests, political or national affinities, personal or any other interests liable to influence the impartial and objective performance of the activities;
- iii. In case the Beneficiary is involved in a risk of conflict of interest or in a conflict of interest, the Beneficiary must formally notify this situation to the Contractor without delay and immediately take all the necessary steps to rectify this situation;
- iv. Immediately inform in writing the Contractor of any circumstances, which may affect the realisation of the activities or of any changes in contractual conditions;
- v. Participate in every LookUP compulsory activity the Beneficiary has been selected for. This includes (as specified in the Guidelines for Application to the Sustainable Transformation Programme):
  - Financial support: based on a lump sum distribution to cover mentoring and consultancy support, certified training, and travel and accommodation costs.
  - Technical support:
    - Tailor-made training and mentoring: attendance to all required webinars, seminars, mentoring and peer-to-peer sessions organised in the framework of the Triple Transition for Tourism Training programme developed by LookUP (described in section 2.2 of the Guidelines for Application to the Sustainable Transformation Programme)
    - Implementation of the LookUP monitoring framework: a digital tool designed to track the sustainability progress. The monitoring framework will assist in reporting data on selected Key Performance Indicators (KPIs) and then compare values between different reporting sessions.

## Article 4 – Reporting & assessment

### Article 4.1 - Reporting duties

The following reporting duties must be conducted by the Beneficiary through different deliverables:

#### Window 1: Sustainability

1. Service agreement with the mentor/consultant and/or training provision agreement or similar within the first month after the entry into force.<sup>1</sup>
2. Implementation of the LookUP monitoring framework and feedback on KPIs. The SMEs must use the monitoring software provided by the LookUP project by incorporating their KPIs at the beginning of the programme and updating them at the end of the programme (10 month). (As described in section 2.2 of Guidelines for Application to the Sustainable Transformation Programme)
3. Participation in the Triple Transition Training Programme offered by LookUP. Attendance by one or more representatives of the SMEs to at least the 75% of the training programme provided by the LookUP project. (As described in section 2.2 of Guidelines for Application to the Sustainable Transformation Programme).
4. At the end of the programme, the Label/certificate obtained and/or assessment completed, proof of the training done, or any other document that can prove that the activities/deliverables have been implemented. In case that the certification process has not been completed, a sustainability plan outlining the actions and measures implemented with the financial support received (and proof of the actions/measures implemented) and next steps to obtain the certification.
5. Brief questionnaire at the end of the implementation<sup>2</sup>

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<sup>1</sup> [This documentation is compulsory as long as it has been planned in the application.](#)

<sup>2</sup> [The questionnaire will contain both a satisfaction survey on the activities carried out and a survey of the content of the activities and how the SMEs have progressed with the support.](#)

## Article 4.2 - Assessment of the deliverables

1. Upon submission of each deliverable, the Contractor – or any external expert appointed as long as confidentiality is respected - will assess the performance of the Beneficiary based on:

### Window 1: Sustainability

KPIs completion assessment: SMEs will have to demonstrate the implementation of the Sustainable Monitoring Framework by adding their data to the tool both at the beginning of the program, which is month 1, and at the end of the program, which is month 10. This way, the evolution of each of the companies will be observed.

The collection of the above-mentioned deliverables (Article 4.1 - Reporting duties)

## Article 5 - Financial contribution and financial provisions

### Article 5.1 – Financial contributions

During the implementation of the Programme and at the time of justifying the amount of the grant requested, verification will be carried out on the basis of the quality of the deliverables submitted, and evidence of attendance at the compulsory activities foreseen in the project (signed attendance lists) such as the event or the webinars, as well as the implementation of the monitoring framework.

Payments:

The lump sums will be paid in different instalments:

- For Window 1, a **lump sum of 4.500 EUR**. At the beginning, one instalment of 1.500 EUR following the signature of the contract and at the end, the payment of the final balance (3.000 EUR).

<b>Window 1: Sustainability</b>	4.500 EUR
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Although it is not compulsory to provide proof of expenses paid (e.g. invoices), it is highly recommended to keep and archive this documentation for five years after the final payment to the LookUP project by EC.

Payments to the Beneficiary will be made on the basis of the lump sum as the Beneficiary complies with the required activities and deliverables.



Notwithstanding the above, failure to carry out the activities and/or underperforming/low quality deliverables may result in a recovery of the funds transferred to the Beneficiary.

## Article 5.2 - Distribution of the financial contribution

The grant amount shall be transferred to the Beneficiary as:

### i. **Window 1: Sustainability**

At the beginning, one instalment of 1.500 EUR following the signature of the contract (see section 7.1 Contract signature) with the contracting authority behind the call (INNOVA NEXT S.L.U.), and at the end, the payment of the final balance (3.000 EUR) following the submission of the required documentation (refer to the next point) after the completion and justification of the planned activities.

The lump sum of the financial contribution shall be distributed directly to each beneficiary by the Contractor.

The Contractor will proceed with the payment within 30 calendar days after the triggering event mentioned above (e.g. entry into force, event).

Payment of financial support will be made to the following bank account:

Name of the bank account holder:

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Name of Bank:

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Bank address:

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

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

Description:

[Sustainable Transformation Programme – Lump sum Window 1]

The Contractor can ask reasonable additional documentation if needed for the payment realisation.

Banking and transaction costs charged by any of the banks related to the handling of any financial resources made available to the Beneficiary by the Contractor shall be covered by the holder of the bank account, which originated the cost. This means that the Contractor bears the cost of transfers charged by its bank and the Beneficiary bears the cost of transfers charged by its bank.

1. The Parties act under the assumption that the amount requested is grant money and as such not subject to VAT.

2. Payments shall always be made in Euros.

## Article 5.3 – Funding limitations

The maximum amount of direct funding that a Beneficiary may receive by the present Contract is **4.500 EUR**.

## Article 6 – Liability

1. Neither the Contractor nor the European Commission (EC) can be held liable for any acts or omissions of the Beneficiary in relation to this Contract, including:
  - loss of profits, revenue, income, interest, savings, production, and business opportunities;
  - lost contracts, goodwill, and anticipated savings;
  - loss of or damage to reputation or to data;
  - costs of recall of products; or
  - any type of indirect, incidental, punitive, special, or consequential loss or damage.
2. The beneficiaries must compensate LookUP consortium for any damage it sustains as a result of the implementation of the action or because the action was not implemented in full compliance with the Contract, provided that it was caused by gross negligence or wilful act. The liability does not extend to indirect or consequential losses or similar damage (such as loss of profit, loss of revenue or loss of contracts), provided such damage was not caused by wilful act or by a breach of confidentiality.

## Article 7 – Confidentiality

### Article 7.1 - Obligation of Confidentiality

1. All information in whatever form or mode of communication, which is disclosed by a Contracting Party (the “Disclosing Party”) to the other Contracting Party (the “Recipient”) in connection with the LookUP Project and which has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure, is “Confidential Information”.
2. The Recipient hereby undertakes in addition and without prejudice to any commitment on non-disclosure towards the EC, for a period of 5 (five) years after the final payment of the LookUP project:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
  - not to disclose Confidential Information without the prior written consent by the Disclosing Party;
  - to ensure that internal distribution of Confidential Information shall take place on a strict need-to-know basis; and
  - to return to the Disclosing Party, or destroy, on demand all Confidential Information that has been disclosed.
3. Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation, or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation, or misuse.

## Article 7.2 - Exceptions to Obligation of Confidentiality

1. The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can prove that:
  - the Confidential Information has become or becomes publicly available without breaching any confidentiality obligations;
  - the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
  - the disclosure of the Confidential Information is in compliance with mandatory applicable laws or regulations or with a court or administrative order.
2. The Contracting Parties agree and acknowledge that the EC shall be entitled to disclose Confidential Information to its staff, other EU institutions and bodies or third parties, if necessary.

## Article 8 – Dissemination

Unless otherwise agreed with EC, communication activities of the beneficiaries related to the action (including media relations, conferences, seminars, information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via traditional or social media, etc.), dissemination activities and any major result funded by the grant must:

- acknowledge EU support and display the European flag<sup>3</sup> (emblem) and funding statement (translated into local languages, where appropriate),

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<sup>3</sup> Additional details are provided in: [The use of the EU emblem in the context of EU programmes 2021-2027: Operational guidelines for recipients of EU funding. https://commission.europa.eu/system/files/2021-05/eu-emblem-rules\\_en.pdf](https://commission.europa.eu/system/files/2021-05/eu-emblem-rules_en.pdf)

- display the LookUP logo (a brand guidelines will be provided by the contractor);

When displayed in association with other logos, the EU emblem must be displayed at least as prominently and visibly as the other logos. This obligation to use the European emblem in respect of projects to which the EC contributes implies no right of exclusive use. It is subject to general third-party use restrictions which do not permit the appropriation of the emblem, or of any similar trademark or logo, whether by registration or by any other means. Under these conditions, the Beneficiary is exempted from the obligation to obtain prior permission from the EC to use the emblem. Further detailed information on the EU emblem can be found on the Europa web page.

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

You can find the following disclaimer as example:

*“Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or EISMEA. Neither the European Union, EISMEA nor LookUP consortium can be held responsible for them.”*

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

- the name of the Project beneficiaries;
- contact address of the Project Beneficiaries;
- the activities description provided by the Beneficiary
- the amount of the financial contribution foreseen;
- the geographic location of the activities carried out;
- the list of dissemination activities;
- the publishable deliverables submitted to LookUP;
- any picture or any audio-visual or web material provided to the EC and LookUP in the framework of the project.

It is the sole responsibility of the Beneficiary to ensure that all necessary authorisations for such publicity have been obtained and that the publication of the information by the Contractor, LookUP Consortium or EC does not infringe any rights of third parties.

## Article 9 - Intellectual property rights

Foreground (including but not limited to all tangible and non-tangible results generated within the project) shall be the property of the Beneficiary carrying out the work generating that foreground.

## Article 10 – Ethics and Values

The action must be carried out in line with the highest ethical standards and the applicable EU international and national law on ethical principles. The beneficiaries must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities)

## Article 11 – Data Protection obligations

The Contracting Parties have the obligation to abide by the Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, regardless of the location of their organisation or activities undertaken with regards to this contract in the EU or outside of it.

The processing of personal data shall be carried out lawfully, fairly and in a transparent manner, collected for specific purposes and adequate, relevant, and limited to what is necessary in relation to the purposes for which it is processed. Any personal data under the Agreement will be processed by the Agency or the EC under Regulation 2018/1725 for EU institutions, bodies and agencies.

The beneficiaries may grant their personnel access only to data that is strictly necessary for implementing, managing and monitoring the Agreement.

The beneficiaries must inform the personnel whose personal data are collected and processed by the LookUP Consortium. For this purpose, they must provide them with [the LookUP privacy policy](#), before transmitting their data to the Consortium.

## Article 12 – Financial audits and controls

1. The Beneficiary shall ensure that the EC may, at any time during the implementation of the LookUP project and up to 5 (five) years after final payment to LookUP project by EC, arrange for financial audits to be carried out by delegating audits to a centralised service or use external audit firms or by the EC services themselves including the European Anti-Fraud Office (OLAF) under Regulations No 883/2013 and No 2185/96, the European Public Prosecutor's

Office (EPPO) under Regulation 2017/1939, the European Court of Auditors (ECA) under Article 287 of the Treaty on the Functioning of the EU (TFEU) and Article 257 of EU Financial Regulation 2018/1046

The audit procedure shall be deemed to be initiated formally notified to the beneficiary concerned and will be considered to start on the date of the notification. Such audits may cover financial, systemic, and other aspects (such as accounting and management principles) relating to the proper execution of the Grant Agreement. They shall be carried out on a confidential basis.

2. The Beneficiary shall make available directly to the EC all detailed any information and data in addition to deliverables and reports already submitted that may be requested by the EC or any representative authorised by it, with a view to verifying that the Contract is properly managed and performed in accordance with its provisions and that costs have been charged in compliance with it. This information and data must be accurate, precise and complete and in the format requested, including electronic format.
3. The Beneficiary must keep the original documents up to 5 (five) years after the payment of the balance of LookUP project. Digital and digitalised documents are considered originals if they are authorised by the applicable national law. The granting authority may accept non-original documents if they offer a comparable level of assurance, . These shall be made available to the EC, where requested during any audit under the Grant Agreement no. 101085902.
4. In order to carry out these audits, the Beneficiary shall ensure that the EC's services and any external body(ies) authorised by it have on-the-spot access at all reasonable times, notably to the consortium beneficiaries' offices, to its computer data, to its accounting data and to all the information needed to carry out those audits, including information on individual salaries of persons involved in the project. They shall ensure that the information is readily available on the spot during the time of the audit and, if so requested, that data be handed over in an appropriate form.
5. Based on the findings made during the financial audit, a provisional report shall be drawn up. It shall be sent by the EC or its authorised representative to the Beneficiary concerned, which may make observations thereon within one month of receiving it. The EC may decide not to take into account observations conveyed, or documents sent after that deadline. The final report shall be sent to the consortium member concerned within two months of expiry of the aforesaid deadline.
6. On the basis of the conclusions of the audit, the EC shall take all appropriate measures, which it considers necessary, including the issuing of recovery orders regarding all or part of the payments made by it and the application of any applicable sanction.

7. The European Court of Auditors (ECA) shall have the same rights as the EC, notably right of access, for the purpose of checks and audits, without prejudice to its own rules.
8. In addition, the EC may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the EC in order to protect the European Communities' financial interests against fraud and other irregularities.

## Article 13 – Applicable Law and competent court

1. This Contract shall be construed in accordance with and governed by the laws of Spain.
2. Any disputes in connection or arising out of this Contract which cannot be settled amicably must be brought before the courts of Madrid, Spain.

## Article 14 – Miscellaneous

1. Should any provision of this Contract be or become invalid, illegal, or unenforceable, it shall not affect the validity of the remaining provisions of this Contract. In such a case, the Contracting Parties shall be entitled to request that a valid, legal, enforceable, and practicable replacement provision be negotiated, which fulfils the purpose of the original provision.
2. No rights or obligations of the Beneficiary arising from this Contract may be assigned or transferred, in whole or in part, and no obligations of the Beneficiary may be sub-contracted, without the Contractor's prior formal written approval; and such approval shall not exempt the Beneficiary from any of its obligations hereunder.
3. Amendments and modifications to the text of this Agreement require a separate written agreement to be signed between all Parties.
4. This Contract is drawn up in English, language which shall govern all documents, notices, meetings, and processes relative thereto.

5. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



## Annex – Declaration of Honour and SME

### Declaration Form

*(to be signed and submitted within the Sub Agreement after the evaluation process)*

By signing this declaration, I hereby declare that:

- I have read and accepted terms and conditions set out in the LookUP Open Call for SMEs Support and its annexes, as well as the LookUP Third Party Beneficiary Sub-Agreement (Contract);
- I have read the Confidentiality and Communication rules applicable to the LookUP Open Call for SMEs Support, as well as the LookUP Third Party Beneficiary Contract;

I, the undersigned ....., representing the “.....” / .....(Name of SME in local language and in English), hereinafter “SME”, hereby state that:

- I am legally authorised to sign this statement on behalf of SME;
- The SME is a Small and Medium-sized Enterprise complying with the European Commission Recommendation 2003/361/EC and the SME qualification guide;
- All information provided by SME required as a condition for participating in the LookUP SMEs Support Programme is correct to the best of my/our knowledge;
- SME has the adequate legal capacity to participate in the LookUP SMEs Sustainable Transformation Programme and especially to submit all required documents;
- SME has the adequate organisational and financial capacity to implement the project, as described in the Application Form of the LookUP Open Call for SMEs Support and in accordance with the contractual framework of the LookUP SMEs Sustainable Transformation Programme;
- SME is not bankrupt, subject to insolvency or winding up procedures, its assets are not being administered by a liquidator or by a court, it is not in an arrangement with creditors, its business activities are not suspended or it is not in any analogous situation arising from a similar procedure provided under national legislation or regulations;
- It has not been established by a final judgement or a final administrative decision that the SME 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;
- SME is in compliance with its obligations relating to the payment of social security contributions or payment of taxes in accordance with the legal provisions of the country in which it is established.

- SME and any person legally authorised to represent it has not been involved in fraud, corruption, cooperation with a criminal organisation, money laundering or other illegal activity;
- SME is not excluded from the possibility of obtaining EU funding under the provisions of both national and EU law, or by a decision of either national or EU authority;
- SME and any person legally authorised to represent it has not been guilty of grave professional misconduct;
- SME is not subject to a conflict of interest;
- SME has not received financial support under other projects from the Call for proposals SMP-COSME-2021-TOURSME: *I-STARs*, *CE4RT*, *STAR GROWTH*, *COASTOUR*, *TRACE*, *FIRST MILE*, *ETSM 2030*, *SUSRUR* and *ECOTOURS*.

I understand that SME will not be receiving funding under this Sub Agreement if:

- It finds itself in one of the situations of exclusion listed above;
- It has misrepresented the information required as a condition for participating in the procedure or has failed to supply that information;
- It is subject to a conflict of interest.

I/we authorise the LookUP Consortium to publish the following information in any form and medium, including via internet:

- The SME's name and address
- The subject of the Application Form for the LookUP Open Call for SMEs and a short description thereof
- The Lump sum amount awarded.

I understand that if SME will not provide the required information and documents during the involvement in the LookUP Financial Support programme, e.g. deliverables, attendance to the expected events, webinars, monitoring framework and all the required activities will need to promptly return the funding received.

By signing this declaration, I accept all the conditions set out in the Guidelines for Application to the Sustainable Transformation Programme, the Sub-Grant Agreement and its annexes.

For the Beneficiary

[Entity name]

Mr/Ms [NAME SURNAME]

[POSITION\_IN\_COMPANY] if applicable

Signature

Done at on DD/MM/YEAR

For the Contractor

[Entity name]

Mr/Ms [NAME SURNAME]

[POSITION\_IN\_COMPANY] if applicable

Signature

Done at on DD/MM/YEAR

# lookUp



ZRC SAZU



SIBIU  
Societate de Investiții



QUANTITAS  
Asociatie de Dezvoltare Durabila



naturapolis

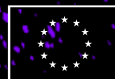
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The Link Association



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