**GRANT AGREEMENT**

**Regarding the Partnership between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**For the “S4Fashion Support Programme”**

1. The Association with the legal name **«European Creative Hubs Network (ECHN)»** that is established in Athens (Salaminos 13 & Pireos 84, 10435), with VAT No EL997217365, A’ Tax Office of Athens and that is legally represented by Vasileios Charalampidis, hereinafter referred to as **«S4Fashion Project Coordinator»,**
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(name)*, with registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(address)*, VAT/Registration No \_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter to be referred to as **«Project Leader» and/or «Beneficiary»,** in this matter duly represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

Both parties hereinafter together and individually to be referred as «Parties» respectively «Party».

WHEREAS:

(a) S4Fashion Project (Agreement No: 958038) is a European Innovation Council and SMEs Executive Agency (EISMEA) programme with an overarching aim to create and run one pilot scheme to select, support, connect and strengthen existing and promising regional, national and European sustainable fashion startups, to measure their impacts on business and society/environment, and build evidence-based recommendations for the mainstreaming of financial and business support to make the Fashion Industry sustainable and greener.

S4Fashion Project has launched a call for proposals on May 19th 2021 seeking for innovative collaborative projects aiming to pilot novel processes to create a product, service or business model with scale up potential for sustainable or circular fashion.

(b) The Participants \_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_ *(add name of participants)* have submitted the project proposal, titled \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, attached as Annex l to this Agreement (**«Project Proposal»**). The Project Proposal has been selected by the Steering Board with decision of \_\_/\_\_/\_\_\_\_;

(c) The Participants have already signed a Partnership Project Agreement on \_\_/\_\_/\_\_\_\_;

(d) The Participants of the Agreement under (c) have designated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as a Project Leader, here to be considered also as the Beneficiary on behalf of the Parties under (c);

(e) The Parties now wish to lay down in writing the terms and conditions for the execution of the Grant Agreement.

HAVE AGREED AS FOLLOWS:

**ARTICLE 1 - PURPOSE OF THE GRANT**

1.1 ECHN, representing the S4Fashion Project Consortium, awards the Grant, under the terms and conditions set out this Agreement, which the beneficiary hereby declares that he has taken note of and accepts, for the S4Fashion Pilot Project (**«Τhe Project»**).

1.2 The beneficiary accepts the grant and undertakes to do everything in his power to carry out the Project acting on his own responsibility.

**ARTICLE 2 - DURATION**

2.1 The agreement shall enter into force on the date when the last of the two parties signs for a maximum of 12 months according to the S4Fashion Support Programme with the possibility to extend the duration for 2 more months if needed for the completion of The Project.

**ARTICLE 3 - FINANCING THE PROJECT**

3.1 The total eligible funds of the Project for which ECHN on behalf of S4Fashion Project awards a grant, is estimated at Euro 10.000,00/15.000,00 (€ 10.000 for proposals with up to 3 partners, € 15.000 for proposals with 4 partners or more).

**ARTICLE 4 - PAYMENT ARRANGEMENTS**

4.1 Pre-financing:

Within 30 days after the date when the last of the two parties signs the Partnership Project Agreement, a pre-financing payment representing 30% of the amount specified in Article 3.1. shall be made to the beneficiary.

The submission of the below documents is required in order for the Beneficiary to receive the pre-financing payment:

* Signed Grant Agreement by the Project Leader
* Partnership Agreement signed by all partners of the project
* Profit & Loss account or Financial Identification form of Project Leader
* Legal Entity Form of Project Leader

4.2 Interim payment:

A second payment after acceptance of the Interim Technical Report and a request for payment to be delivered on \_\_/\_\_/\_\_\_\_ representing 30% of the amount specified in Article 3.1., shall be made to the beneficiary. The report will contain the technical specifications of processes towards the product, service or business model with scale up potential for sustainable or circular fashion to be developed.

ECHN shall have 40 days to approve or reject the documents in question or to request additional supporting documents or information. In that case the beneficiary shall have 15 days to submit the additional information or new documents requested.

A payment representing the interim payment of the grant shall be made to the beneficiary within 30 days following approval by ECHN of the technical implementation report accompanying the request for payment of the interim report.

4.3 Payment of the balance

The request for payment of the balance shall be accompanied by the final technical implementation report and financial statement related to the Project to be submitted on \_\_/\_\_/\_\_\_\_. This report will include the final proof of concept of the product, service or business model -with high scale up potential for the sustainable or circular fashion- developed within the project.

ECHN shall have 30 days to approve or reject the documents in question or to request additional supporting documents or information. In that case the beneficiary shall have 15 days to submit the additional information or new documents requested.

A payment representing the 40% balance of the grant shall be made to the beneficiary within 30 days following approval by ECHN of the technical implementation report accompanying the request for payment of the balance.

The beneficiary and the Pilot Project partners shall also have executed the following obligations:

* Participation in the Sandpit Day;
* Participation in the midterm & final evaluation;
* Participation in the tailored coaching programme;
* Participation in support activities such as networking events, webinars, matchmaking events, fashion events, summits and conferences;
* Contribute to the communication and dissemination activities of S4Fashion.

Payments shall be made to the beneficiary's bank account in Euro, as indicated below:

Account holder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Account number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

BIC: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ARTICLE 5 - SUBMISSION OF REPORTS AND OTHER DOCUMENTS**

The technical and financial implementation reports and other documents must be submitted in writing, by email, by the following deadlines:

1st Report: Interim Technical & Financial Report. \_\_/\_\_/\_\_\_\_

2nd Report: Final Technical & Financial Report. \_\_/\_\_/\_\_\_\_

**ARTICLE 6 - DOCUMENTATION & COMMUNICATION**

The Beneficiary agrees to:

* document all activities held as part of the S4Fashion Support Programme.

Documentation may take the form of -without being limited to- list of participants, meeting minutes, screen prints, papers, compositions, photos, and videos.

* promote the Pilot Project activities on social media (minimum Twitter and Facebook, if the Recipient has an existing account) and to respect the following guidelines
  + social media posts should contain the hashtag #........................
  + social media posts should contain these handles

Facebook: @.............................. and @................................

Twitter: @................................., #…………………………. and @..............................

Instagram: #..................................

* give prominence to the name and emblem of the European Union as well as the S4Fashion Project logo in all documentation and information materials, announcements, productions, leaflets, posters, via social media etc., and any infrastructure, equipment or major result funded by the grant (logos provided by ECHN).

In addition, include the following text:

“With the contribution of the EISMEA Programme of the European Union”.

When displayed in association with another logo, the EU emblem must have appropriate prominence.

* authorise the unlimited use of all documented materials in the context of S4Fashion Project.

**ARTICLE 7 - GENERAL ADMINISTRATIVE PROVISIONS**

Any communication in connection with this agreement shall be in writing, indicating the name of the agreement, and shall be sent to the following addresses:

For ECHN:

Salaminos 13 & Pireos 84, 10435, Athens, Greece

e-mail: info@creativehubs.net

For the beneficiary:

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

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

**ARTICLE 8 - LAW APPLICABLE AND COMPETENT COURT**

The grant is governed by the terms of the agreement, the Community rules applicable and, on a subsidiary basis, by the law of Greece.

If any dispute should arise between any of the Parties, such Parties shall use reasonable effort to settle such dispute before pursuing any remedy they may have at law.

Any dispute, resulting from this Agreement, or further agreements resulting there from which do not stipulate otherwise, which has not been solved by the Parties in accordance with the previous provision, shall be submitted to the competent Court in Athens.

**ARTICLE 9 - LIABILITY**

The beneficiary shall have sole responsibility for complying with any legal obligations incumbent on him.

ECHN shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to any damage caused during the Project's execution.

The beneficiary shall bear sole liability vis-a-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

**ARTICLE 10 - CONFLICT OF INTERESTS**

The beneficiary undertakes to take all the necessary measures to prevent any risk of conflicts of interests which could affect the impartial and objective performance of the agreement. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.

Any situation constituting or likely to lead to a conflict of interests during the performance of the agreement must be brought to the attention of ECHN, in writing, without delay.

**ARTICLE 10 - OWNERSHIP/USE OF THE RESULTS**

Unless stipulated otherwise in this agreement, ownership of the results of the S4Fashion Pilot Project, including industrial and intellectual property rights, and of the reports and other documents relating to it shall be vested in Participants to S4Fashion Pilot Project.

Without prejudice to paragraph 1, the beneficiary grants EISMEA, ECHN and the S4Fashion Project Consortium the right to make free use of the results of the Pilot Project as it deems fit, provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights.

**ARTICLE 11 - CONFIDENTIALITY**

ECHN and the beneficiary undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the S4Fashion Project.

**ARTICLE 12 - PUBLICITY**

The beneficiary authorizes EISMEA, ECHN and the S4Fashion Consortium to publish the following information in any form and medium, including via the Internet

* the beneficiary's name and address,
* the subject and purpose of the grant,
* the amount granted and the proportion of the Project's total cost covered by the funding,
* photographs of the product/service/business model obtained,
* some description of the project/proof of concept not including any confidential information.

**ARTICLE 13 - SUSPENSION**

The beneficiary may suspend implementation of the Project up to 2 months if exceptional circumstances make this impossible or excessively difficult, notably in the event of force majeure. He shall inform ECHN without delay, giving all the necessary reasons and details and the foreseeable date of resumption.

**ARTICLE 14 - FORCE MAJEURE**

Force majeure shall mean any unforeseeable exceptional situation or event beyond the parties' control which prevents either of them from fulfilling any of their obligations under this agreement, was not attributable to error or negligence on their part, and proves insurmountable in spite of all due diligence. Defects in equipment or material or delays in making them available (unless due to force majeure), labour disputes, strikes or financial difficulties cannot be invoked as force majeure by the defaulting party.

A party faced with force majeure shall inform the other party without delay in writing with advice of delivery or equivalent, stating the nature, probable duration and foreseeable effects.

Neither of the parties shall be held in breach of their obligations under the agreement if they are prevented from fulfilling them by force majeure. The parties shall make every effort to minimise any damage due to force majeure.

**ARTICLE 15 - ASSIGNMENT**

Claims against ECHN may not be transferred.

**ARTICLE 15 - TERMINATION OF THE AGREEMENT**

Termination by the beneficiary in duly justified cases, the beneficiary may withdraw his request for a grant and terminate the agreement at any time by giving 15 days' written notice stating the reasons, without being required to furnish any indemnity on this account. If no reasons are given or if ECHN does not accept the reasons, the beneficiary shall be deemed to have terminated this agreement improperly.

ECHN may decide to terminate the agreement, without any indemnity on its part, in the following circumstances:

(a) in the event of a legal, financial, technical, organisational or auditing change in the beneficiary's situation that is liable to affect the agreement substantially or to call into question the decision to award the grant;

(b) if the beneficiary fails to fulfil a substantial obligation incumbent on him under the terms of the agreement;

(c) in the event of force majeure or if the Pilot Project has been suspended as a result of exceptional circumstances;

(d) if the beneficiary is declared bankrupt, is being wound up or is the subject of any other similar proceedings;

(e) if the beneficiary is found guilty of an offence involving his professional conduct by a judgment having the force of res judicata or if he is guilty of grave professional misconduct proven by any justified means;

(f) if the beneficiary is guilty of misrepresentation or submits reports inconsistent with reality to

obtain the grant provided for in the agreement;

(g) if the beneficiary has intentionally or by negligence committed a substantial irregularity in performing the agreement or in the event of fraud, corruption or any other illegal activity on the part of the beneficiary to the detriment of the European Communities' financial interests. A substantial irregularity consists of any infringement of a provision of an agreement or regulation resulting from an act or an omission on the part of the beneficiary which causes or might cause a loss to the Community budget.

**ARTICLE 16 - TERMINATION PROCEDURE**

The procedure is initiated in writing with advice of delivery or equivalent.

In the cases referred to in points (a), (b) and (d) of article 15, the beneficiary shall have 30 days to submit his observations and take any measures necessary to ensure continued fulfilment of his obligations under the agreement. If ECHN fails to confirm acceptance of these observations by giving written approval within 30 days of receiving them, the procedure shall continue to run.

Where notice is given, termination shall take effect at the end of the period of notice, which shall start to run from the date when notification of ECHN decision to terminate the agreement is received.

If notice is not given in the cases referred to in points (c), (e), (f) and (g) of article 15, termination shall take effect from the day following the date on which notification of the ECHN decision to terminate the agreement is received.

**ARTICLE 17 - EFFECT OF TERMINATION**

In the event of termination, payments by ECHN shall be limited to the eligible costs actually incurred by the beneficiary up to the date when termination takes effect.

Costs relating to current commitments that are not due to be executed until after termination shall not be taken into account.

**Article 18 - FINANCIAL PENALTIES**

Any beneficiary declared to be in grave breach of his obligations shall be liable to financial penalties of between 2% and 10% of the value of the grant in question, with due regard for the principle of proportionality.

**ARTICLE 19 - RECOVERY**

If any amount is unduly paid to the beneficiary or if recovery is justified under the terms of the agreement, the beneficiary undertakes to repay ECHN the sum in question on whatever terms and by whatever date it may specify. If the beneficiary fails to pay by the date set by ECHN, the sum due shall bear interest.

|  |  |
| --- | --- |
| For the S4Fashion Project Coordinator  Athens, \_\_/\_\_/\_\_\_\_  Vasileios Charalampidis | For the Beneficiary  Place, \_\_/\_\_/\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |