

BResilient



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European Union



AGREEMENT

FOR THE PROVISION OF ACCELERATION LUMP SUM FROM THE B-RESILIENT PROJECT
TO A THIRD-PARTY SME

This specific Agreement is concluded between the following contracting parties:

on the one part,

Wagralim

<i>Name of the Legal Representative</i>	Johann D'Archambeau
<i>Name of the contact person</i>	Yuan CHAI
<i>Country</i>	Belgium
<i>Address</i>	Rue Auguste Piccard, 20 6041 Gosselies Belgique
<i>VAT N°.</i>	BE 0885.635.635

hereinafter referred to as “**the Cluster**”

and

on the other part,

[INSERT NAME OF BENEFICIARY SME]:

<i>Name of the Legal Representative</i>	
<i>Name of the contact person</i>	
<i>Email</i>	
<i>Telephone</i>	
<i>Country</i>	
<i>Address</i>	

VAT N°	
IBAN	
SWIFT	

hereinafter referred to as “**the Beneficiary**”.

The parties referred to above have agreed to this Agreement and the following annexes:

ANNEX 1 PARTNERS LIST OF CONTACT AND SPOC DETAIL

ANNEX 2 SUBMISSION FORM FOR ACCELERATION LUMP SUMS

ANNEX 3 STEP BY STEP SCHEME FOR THE ACCELERATION LUMP SUM'S USERS (INFOGRAPHIC)

ANNEX 4 ACCELERATION LUMP SUM TERMS AND CONDITIONS

under the terms and conditions presented below.

SIGNATURES

<i>For the Cluster</i>	<i>For the Beneficiary</i>
<i>Johann D'Archambeau, Managing Co-Director</i>	<i>[function/forename/surname]</i>
<i>[Signature]</i>	<i>[Signature]</i>
<i>[Date and Place]</i>	<i>[Date and Place]</i>

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I. B-RESILIENT INTRODUCTION

The B-resilient project Building the biomass resilience of food producing and processing SMEs through green and digitalised value chain - has received funding from the EU's Horizon Europe Programme under Grant Agreement 101074621.

I.1 PROJECT

B-Resilient project is to **empower food producing and processing SMEs (FP² SMEs) to become more resilient by means of an optimum use of biomass**. Since biomass is the key component of the agri-food ecosystem and the bioeconomy, the project will focus on maximising usage of available feedstock and the valorisation of side streams into bio-based ingredients in a wide variety of ways, building on zero-waste and circular concepts. Noteworthy, the needs and opportunities in the agri-food sector overlap very much with those in other sectors dealing with the formulation of new/improved/more fossil-free and locally sourced products as a key step: all industrial sectors working with bio-based ingredients, i.e., ingredients and building blocks derived from biomass.

B-Resilient will therefore link the agri-food ecosystem with key sectors working with bio-based ingredients (with the emphasis on agri-food, cosmetics, green chemistry, and the transversal bio-based economy sector) with the aim of stimulating cross sectoral fertilization during the quest for new products meeting customer demand.

B-RESILIENT brings together clusters with a background in agri-food industry. It will strengthen current and develop new cross-sectoral industrial value chains within the FP² industries through a combination of direct and indirect innovation actions, as well as support and capacity building measures. B-RESILIENT organises cross-sectoral, cross-border matchmaking/ business events for SMEs with different innovation actors in Biomass Resilience support by lump sums to support travelling cost. The project will open opportunities for Food processing SMEs supported by a lump sum scheme including innovation lump sum for new (European & international) value chains and to deploy new biobased business models and services, continuity plan lump sums creating business continuity for their own and internationalisation lump sum to support company development. Besides the consortium network, associated clusters from the S3 platform on I4CE and other networks will support the outreach to SMEs across the EU.

To better understand the B-RESILIENT support measures, the background note to the Call topic “EUROCLUSTERS” and the Annotated Model Grant Agreement under Horizon Europe are available to be consulted by applicants.

I.2 IDENTITY CARD

Project webpage: <https://clustercollaboration.eu/eu-cluster-partnerships/euroclusters/b-resilient>

Project Acronym B-RESILIENT

Project Title B-Resilient: Building the biomass resilience of food producing and processing SMEs through green and digitalised value chain

Project Reference SMP-COSME-2021-CLUSTER, Grant Agreement No: 101074621

Type of action: SMP-GFS

Project Duration 36 months (01.09.2022 - 31.08.2025)

Overall Budget: €1,630,765.60 (EU contribution: €1,496,641.98)

75% of the overall budget directly benefit SMEs including lump sums as well as European and international market analysis, training with Online Académie, matchmaking on 2 events and working group.

SMEs may receive direct funding of up to EUR 60.000,00 from lump sums scheme applying to the different lump sums:

Type of lump sum	Amount	Number of available	Terms of payment
Business continuity plan (BCP)	17.000€	12	Lump sum
Innovation (INO)	27.000€	3	Lump sum
Internationalisation (INT)	7.500€	29	Lump sum
TOTAL		502.500€	

Table 1 Spread of available lump sum budget

I.3 CONTACT POINTS

For any enquiries regarding the B-RESILIENT project, please contact the project

Coordinator:

Yuan CHAI |WAGRALIM| Rue Auguste Piccard 20, 6041 Gosselies, Belgium

Tel. +32 (0)493 97 14 08 |E-mail: yuan.chai@wagralim.be

For any enquiries regarding information and/ or clarification on lump sums, please contact:

Blandine FORTIN| VALORIAL | 8 rue Jules Maillard de la Gournerie, Rennes | France

Tel. +33 (0) 7 85 34 38 42|E-mail: blandine.fortin@pole-valorial.fr

Theodoros TSAMOURTZIS |Agrotech Export Cluster | 1, Morihovou Sq., 54625

Thessaloniki | Greece

Tel: +30 (6)9 36 05 60 37 | E-mail: t.tsamourtzis@atecluster.gr

For any other enquiry, please contact one of the B-RESILIENT partners listed below and whose details are available in Annex 1.

Belgium: WAGRALIM

Belgium: FLANDERS' FOOD

France: ASSOCIATION DU POLE DE COMPETIVITE VALORIAL

France: POLE EUROPEEN INNOVATION ALIMENTATION BIEN-ETRE
NATURALITE

Greece: Agrotechnologiki Exagogiki Simbraxi AMKE (AGROTECH EXPORT
CLUSTER)

Italy: CLUST-ER AGROALIMENTARE

Spain: ASOCIACION CLUSTER ALIMENTARIO DE GALICIA

Spain: ASOCIACION CLUSTER FOOD+I

Other EU regions: Agrotechnologiki Exagogiki Simbraxi AMKE

II. LUMP SUM CONTEXT

This call for Expression of Interest is launched and supported by the B-RESILIENT Consortium and it is addressed to SMEs, members of one of the B-RESILIENT Partners or established in one of the EU regions.

II.1 EXECUTIVE SUMMARY

B-Resilient Lump sums are aimed to biomass resilience of food producing and processing SMEs through green and digitalized value chain. The project will focus on maximising usage of available biomass and valorisation of side streams into bio-based ingredients in a wide variety of ways, building on zero-waste and circular concept, providing the consortium with the means to effectively support SMEs through a lump sum scheme.

Biomass, for the purpose of this call, is defined as organic waste, by-products or residues produced either, only from plants, or from plants and algae or from plants and animals, or from any combination of the above.

Lump sum scheme address SMEs, members of EU regions, will be launched and supported by the B-Resilient Consortium and consists of four types of lump sums:

- Acceleration lump sums
 - a) Business and continuity plan (BCP) Lump sum
 - b) Innovation (INO) Lump sum
 - c) Internationalisation (INT) Lump sum
- Mobility Lump sum

II. 2 THEMATIC PRIORITIES

Focusing on biomass resilience of food producing and processing SMEs through green and digitalised value chain, B-Resilient aim to support companies working for/to make a higher use of biomass to lead to higher sustainability for agri-food ecosystem (with the emphasis on agri-food, cosmetics, green chemistry, and the transversal bio-based economy sector) to reach higher resilience by developing new processes, new products.

Solution(s) for INO lump sum should address green, digital or internationalisation perspectives.

For eligibility, at least two (2) of these three (3) perspectives should be met.

Examples of new products could be healthy tasty snacks made of plant-based proteins that have the same sensory sensations as meat and include fibres that increase gut

health and provide a good mouth feel; a cosmetic cream consisting entirely of natural products such as biomass-derived antioxidants and long-chain fatty acids; or bioplastics (e.g., used in packaging) and bio-lubricants that offer higher sustainability parameters than their fossil-based counterpart.

Examples of new process could be a better select of raw materials to avoid waste during the producing process; a better control of the production line for efficiency in order to reduce waste of biomass during the producing process; valorisation of co-product or by-product.

The submitted projects aiming to generate bioenergy based on the food biomass are not eligible, the B-Resilient project goal being to maximise the usage of available food biomass and side streams.

III. ACCELERATION LUMP SUM

III.1 WHO CAN APPLY?

Under the Acceleration lump Sum, there are 3 types of financial supports: 1) Business continuity plan, 2) Innovation, and 3) Internationalisation.

The call is addressed to innovative SME and aims to enable biomass resilience of food producing and processing SMEs through green and digitalised value chain.

Under the INO support, solution providers and technology partners¹ SME are allowed to participate.

In general, B-Resilient is looking for highly innovative enterprises, oriented to the European market with visible results in the long term.

Proposals will be eligible **only** if all the following conditions are met:

1. Applicants must be a SME and confirm their SME status in accordance with the SME definition of the European Union in the application form².
2. Applicants need to be a **Food Production and Processing** company.

¹ RTOs that are providing support on analysis, R&D, etc.

² <https://ec.europa.eu/growth/tools-databases/SME-Wizard/>

Food processing companies are engaged in what could be thought of as “first level” manufacturing. They take raw materials and turn them into refined ingredients to be used by manufacturers:

- Ingredients’ providers (seaweed powder, processed fruit & cereal & juice, tomato paste, spices, essential oil, etc.)
- B2B processing SMEs, e.g., blending, cutting, heating, canning, freezing, drying, milling, and fermenting, etc.
- New type of Engineering companies developing solutions for valorisation of agri-food side streams³

Food producing companies are the next step in the supply chain, as they conduct “second level” manufacturing by using specific ingredients made by processors and combining them to create a more complex product:

- food & beverage (prepared meal, dairy, snacks, pastry, meat, spirits, beers, etc.)
- food supplement
- etc.

Food processing and producing companies are either using primary sector’s raw materials to produce new ingredients and/ or final products for consumption thus creating organic waste (production of biomass) or developing (engineering) solutions for the valorisation of agrifood side streams (use of biomass).

The applicants may team up **ONLY** for Innovation lump sums up to three actors from the following areas:

- a. Solution providers SME (system integrators, ICT solutions, etc.).
- b. Process technology providers SME (machinery, packaging, etc.)

If it is in line with the eligibility criteria, a consortium of maximum 3 SMEs applies for Innovation lump sum with up to EUR 81 000 grant.

³ Companies specialised on valorisation of side streams.

3. Applicants must be member of a cluster organisation registered on the [European Cluster Collaboration Platform](#) (ECCP)⁴ AND be established in one of the eligible countries⁵.
4. B-Resilient project has in total 133 lump sum supports (Mobility, Acceleration which is divided into Innovation, International and Business continuity plan). At least 10% of the supported SMEs will come from other EU regions than the regions of individual EUROCLUSTERS' partners (Flanders, Wallonia, Brittany, Pays de la Loire, Normandy, Auvergne, Rhône-Alpes, Languedoc-Roussillon, Provence-Alpes-Côte D'Azur, Galicia, La Rioja, Navarra, País Vasco, Aragón, Cataluña, Emilia Romagna and Central Macedonia). Specific attention will be paid to EU-13 countries in the calls and those EU regions with which the EUROCLUSTERS' partners had no previous cooperation and shall focus on (Bulgaria, Croatia, Cyprus, Czechia, Estonia, Hungary, Latvia, Lithuania, Malta, Poland, Romania, Slovakia, Slovenia and etc.).
5. Applications should address the defined challenges and match B-Resilient project thematic priorities "optimum use of biomass by FP² companies".
6. Applications should present at least 50% of the eligible amount to be granted by lump sum.
7. Applications must be written in English (applications partially written in another language are not eligible) and must not exceed maximum number of characters stated in each text box of the predefined template.
8. Applications must be submitted through the online submission tool accessible via B-Resilient webpage on ECCP by 17:00 CET of the deadlines indicated in section III.3 of the present document.
9. Over B-Resilient project lump sum scheme (1st cutoff + 2nd cutoff), the total grant to one SME should not exceed €60.000,00.

⁴ For instance, to facilitate the procedure, the applicant can choose to take a membership in one of the B-Resilient partner organisations (Belgium, France, Italy, Greece, Spain) or other cluster organisations established in eligible EU regions (Austria, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, Germany, Hungary, Ireland, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia and Sweden). To verify, candidates should check [European Cluster Collaboration Platform](#)

⁵ EU 27, or Non-EU country might become eligible provided that negotiations for an SMP Association Agreement between the EU and that non-EU country are ongoing at the deadline of the FSTP Open call, the SMP Association Agreement enters into force before the FSTP grant signature, and provided that all other eligibility conditions of the FSTP Open Call are also fulfilled [list of potential participating countries](#)

III.2 WHAT ACCELERATION LUMP SUM SCHEME AIMS FOR?

Acceleration Lump sum targets SMEs intending to bring solutions on B-Resilient project thematic priority “optimum use of biomass by FP² companies”. For more information, please refer to section II.

Indicative supported activities per type of lump sum:

<p><u>Business Continuity Plan</u></p>	<p><u>Scope:</u> Deliverable must be a Business Continuity Plan on critical point(s) focused on optimum use of biomass towards resilience</p> <p><u>Length of action:</u> Project should take up to 6 months.</p> <p><u>Objective:</u> FP SMEs to be owner of a business continuity plan. The documents might be existing and updated by the mean of the lump sum or created. It should be a living document providing step by step measure to be taken in case of disturbance in logistic, production, raw material. Do not include sales, marketing or similar subjects.</p> <p>!! Actions under this objective should lead to establish disruption control measures and responsibilities. It may include identification of key products or services to run business as well as potential processes and disruptions impacts.</p> <p><i>Notes</i></p> <p>1. A BCP should refer to processes within logistics, production, raw materials' additional use. Do not include sales or marketing.</p> <p>2. Solution(s) should address B-Resilient thematic priority “optimum use of biomass by FP companies”.</p>
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	<p>3. A business continuity plan (BCP) is a document that consists of the critical information an organization needs to continue operating during an unplanned event. The BCP states the essential functions of the business, identifies which systems and processes must be sustained, and details how to maintain them.</p> <p>4. The purpose of developing a BCP is to ensure the continuation of the business during and following any critical incident that results in disruption to the normal operational capability. The objective of the BCP is to help the business to efficiently return to normal activities after a major incident that directly affects operations.</p>
<p><u>Innovation</u></p>	<p><u>Scope:</u> Deliverable must lead to implementation of new process, new product.</p> <p><u>Length of action:</u> Project should take up to 12 months.</p> <p><u>Objective:</u> FP² SMEs⁶ to adopt process and technologies to reinforce transformation into a greener and more digital economy by leading a project funded fully or partially by the lump sum (TRL>5⁷).</p> <p>! \ Actions under this objective will not fund purchase or installation of advanced technologies, but support acceleration of their uptake by knowledge validation, testing of new process and/or decision-making tool, recipes adaptation, production lines adds-on, traceability solution ...</p> <p>Notes</p>

⁶ It is foreseen that FP SMEs may team up (max 3) to tackle a common challenge and by this mean cumulate lump sums for a same project.

⁷ TRL = Readiness Technological Level: TRL 6 technology demonstrated in relevant environment; TRL 7 system prototype demonstration in operational environment; TRL 8 system complete and qualified; TRL 9 actual system proven in operational environment

	<p><i>Solution(s) should address green, digital or internationalisation perspectives. For eligibility, at least two (2) of perspectives should be met.</i></p>
<p><u>Internationalisation</u></p>	<p><u>Scope:</u> Deliverable must be participation to an exhibition, or a report on action taken to support international development in third territories identified by B-Resilient.</p> <p><u>Length of action:</u> Project should take up to 12 months. <i>The project under this lump sum will have to be finished by April 30th 2025 (a SME can for example apply to participate in an event that will take place in February 2025).</i></p> <p><u>Objective:</u> FP² SMEs to address third-country markets with biomass resilient product or service they have developed.</p> <p>!! \ Actions under this objective will include search of new contacts, benchmark and/or market study of third country, travel to international exhibition, booking of booth at exhibitions, preferably in a third regions targeted by B-Resilient⁸.</p> <p><i>Notes</i> <i>Actions under this objective will include search of new contacts, benchmark and/or market study of third country, travel to international exhibition, booking of booth at exhibitions preferably in regions targeted by B-Resilient North America (USA and Canada) and North-East Asia (Thailand, Japan, South Korea, Singapore, China and Japan)</i></p>

⁸ North America (Canada, USA) and North-East Asia (Thailand, Japan, South Korea, Singapore, China and Japan)

Table 2. Supported activities per type of lump sum.

III.3 WHAT DOES ACCELERATION LUMP SUM REFERS TO?

Acceleration lump sum refers to the 3 types of financial support presented above in table 3, with each a maximum amount.

	Business continuity plan	Innovation	Internationalisation
Max financial contribution per beneficiary (SME)	17,000€	27,000€	7,500€
Max financial contribution per project	17,000€	81,000€	7,500€

Table 3. Amount of acceleration lump sum

- Each SME can apply to several FSTP under the EUROCLUSTERS programme (<https://clustercollaboration.eu/euroclusters>). However, a SME shall not benefit double/several financial supports for the same project. The maximum amount to be granted per SME under B-Resilient EUROCLUSTERS project shall not exceed €60.000 in total. An SME can be granted for multiple lump sum support from B-Resilient with above conditions.

- Same rule applies for SMEs taking part in a consortium. Maximum of 60.000€ grant per SME under B-Resilient project.
- The €60.000 limit includes the costs of participation of the innovation actors/sub-contractor (universities, research centres, public authorities, living labs, large companies, etc.) SMEs bring in their application.
- After the 1st period of application, 502 500 € are to be distributed to SMEs during the 2nd period of application from the 1st of November 2023 to the 1st of February 2024.

III.4 ACCELERATION FUNDING SCHEME

A. WHERE TO APPLY AND HOW?

Applicants must use the submission tool available on the B-Resilient webpage, complete the corresponding administrative form online, confirm their EU SME status in the form⁹ and upload application form(s) using the template made available on [B-Resilient webpage](#). Applicants should **respect the maximum number of characters** allowed in each text box of the application form. All documents, including the proposal, must be uploaded in English and in pdf format.

After submission the applicant will receive an e-mail which states the date and time of the submitted proposal.

SMEs applying to the call as a consortium should fill in one (1) proposal. The “coordinator” must be the SME who is looking for an optimal use of its biomass; the “coordinator” is responsible to complete all administrative information into the online tool and upload all documents in pdf format. The payment will be received by the coordinator; The B-Resilient team will interact only with the coordinator.

B. WHEN TO APPLY

The B-Resilient 2nd Acceleration lump sum Scheme period is between November 1st, 2023 and **February 1st 2024, 17.00 CET**.

The applications submitted under this period will be evaluated within max. two (2) months starting from February 1st, closing date of the call. The laureate SMEs will be able to implement the corresponding actions once a formal sub-grant agreement will have been signed by the SME and the coordinator.

C. WHAT IS THE EVALUATION AND SCORING MECHANISM PROCESS?

In order to ensure the transparency and equal treatment of all applications, the consortium will attribute 3 evaluators for each application. The evaluation criteria and grid are described below. In case of an ex-aequo situation, and only one can be financed, the priority will be given to the most impactful (to the higher note of economic, social,

⁹ Self check : <https://ec.europa.eu/growth/tools-databases/SME-Wizard/>

environmental and ecosystem impacts) application; in case of same impact score, a second-round evaluation will be organised with 3 new evaluators.

Criteria

The evaluation and ranking of applications will be based on a set of criteria, including an analysis of the financial plan presented in the application.

The following table explains the different aspects which will be considered for each evaluation which include 2 types of criteria:

- Technical excellence, feasibility, and viability
- Impacts measured by indicators such as turnover, upskilling & job creation, and replication.

Scoring mechanism:

Evaluation scores will be awarded based on the criteria mentioned in the section above, and with the sub-criteria detailed below.

The maximum score for BCP or Internationalisation will be 70 points for technical excellence, feasibility & viability and 30 points for impact. The maximum score for Innovation will be 60 points for technical excellence, feasibility, and viability and 40 points for impact. The threshold for each individual criterion will be 50% of the maximum score per criterion. The overall threshold, applying to the sum of the two sections scores will be 70 points.

C1. BUSINESS CONTINUITY PLAN

Evaluation criteria for the Business Continuity Plan lump sum:

Lump sum type	Criteria
Business continuity plan	<p><u>Technical excellence, feasibility, and viability</u></p> <p><i>1 BCP scope</i></p> <p><i>2 Biomass resilience scope</i></p> <p><i>3.1 BCP proposed methodology.</i></p> <p><i>3.2 Internal/ External Expertise</i></p> <p><i>4 Expected results</i></p> <p><i>5 Risk assessment</i></p>

	<p><i>6 Feasibility & viability analysis</i></p> <p><i>7 The BCP as a living document</i></p> <p><u>Impacts</u></p> <p><i>1.1 Economic Impact</i></p> <p><i>1.2 Justified Budget/ Implementation Timetable</i></p> <p><i>2 Social Impact</i></p> <p><i>3 Environmental Impact</i></p> <p><i>4 Ecosystem Impact</i></p>
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Table 4. Evaluation criteria for the Business Continuity Plan lump sum

Scoring mechanism for the Business Continuity Plan lump sum evaluation:

Section 1: Technical excellence, feasibility and viability In total 70 points	Details on what is expected to be described in the application form
1.1 BCP Scope (10 points)	Provide sufficient evidence of existing biomass related process(es) and the need to further address potential issue(s) via a BCP.
1.2 Biomass resilience scope (10 points)	Provide a clear definition of the biomass's related process(es) critical point(s) that would be addressed within the BCP. Focus on the process of optimising the use of biomass towards resilience.
1.3.1 BCP proposed methodology (10 points)	State BCP methodology to be followed: Business Impact Analysis, Recovery, Organization & Training.
1.3.2 Internal/ External Expertise (10 points)	State, if available, internal expertise in BCP. Otherwise provide a short description of external expertise to be contracted
1.4 Expected results (10points)	Define future objectives and potential benefits. Indicative future KPIs could be listed. State how future achievements will be showcased.

1.5 Risk assessment (10 points)	Describe the related risk assessment analysis methodology to be followed.
1.6 The BCP as a living document (10 points)	Provide evidence that the BCP will be part of the company's strategy. Define implementation and update procedures according to day-to-day activities.
Section 2: Impacts In total 30 points	Details on what is expected to be described in the application form
2.1.1 Economic Impact (10 points)	Provide evidence that the BCP has taken into consideration the economic impact for both the company and its Region.
2.1.2 Justified Budget/ Implementation Timetable (5 points)	Provide a justified budget and timetable (milestones) for the implementation of the BCP
2.2 Social Impact (5 points)	Provide evidence that the BCP has taken into consideration any social impact for both the company and its region.
2.3 Environmental Impact (5 points)	Provide evidence that the BCP has taken into account the environmental impact (positive, negative) for both the company and its region.
2.4 Ecosystem Impact (5 points)	Provide evidence that the BCP has taken into account the ecosystem impact (positive, negative) for both the company and its region.

Table 5. Scoring mechanism for the Business Continuity Plan lump sum evaluation

C2. INNOVATION

Evaluation criteria for the Innovation lump sum:

Lump sum type	Criteria
Innovation	<p><u>Technical excellence, feasibility, and viability</u></p> <p><i>1 INO scope and TRL Level</i></p> <p><i>2 Biomass resilient scope</i></p> <p><i>3 Project methodology.</i></p>

	<p><i>4 Risk assessment</i></p> <p><i>5 Innovativeness from an environmental perspective</i></p> <p><i>6 Innovativeness from a process perspective</i></p> <p><i>7 Innovativeness from a value chain perspective</i></p> <p><u>Impacts</u></p> <p><i>1.1 Economic Impact</i></p> <p><i>1.2 Justified Budget/ Implementation Timetable</i></p> <p><i>2 Social Impact</i></p> <p><i>3 Environmental Impact</i></p> <p><i>4 Ecosystem Impact</i></p>
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Table 6. Evaluation criteria for the Innovation lump sum

Scoring mechanism for the Innovation lump sum evaluation:

Section 1: Technical excellence, feasibility and viability In total 60 points	Details on what is expected to be described in the application form
1.1 INO scope and TRL Level (10 points)	Provide sufficient evidence of future biomass resilient process(es) and need to further address potential issue(s) via the INO voucher <i>and</i> demonstrate the level of technology (TRL). The higher the TRL, the better the score.
1.2 Biomass resilient scope (10 points)	Provide compelling evidence that the solution(s) address one or more of the B-Resilient challenges. Evaluate: The solution should address green, digital or internationalisation perspective. For eligibility, at least two (2) of perspectives should be met. Justification.

1.3 Project methodology (5 points)	State project methodology to be followed. Partners' competencies match with the scope.
1.4 Risk assessment (5 points)	Describe the related risk assessment analysis methodology.
1.5 Innovativeness from an environmental perspective (10 points)	Provide initial evidence that the solution is focusing towards a zero waste <u>or</u> cyclical economy.
1.6 Innovativeness from a process perspective (10 points)	Provide initial evidence that the solution is beyond state of the art.
1.7 Innovativeness from a value chain perspective (10 points)	Provide initial evidence that the solution has added-value for the food value chain.
Section 2: Impacts In total 40 points	Details on what is expected to be described in the application form
2.1.1 Economic Impact (10 points)	Provide initial evidence that the solution has an economic impact. Provide rough estimations. Clearly state the working hypothesis.
2.1.2 Justified Budget/ Implementation Timetable (5 points)	Provide a justified budget and timetable (milestones) for the implementation of the BCP Evaluate: Existence of budget, timetable and implementation milestones.
2.2 Social Impact (5 points)	Provide evidence that the solution has a social impact.
2.3 Environmental Impact (10 points)	Provide evidence that the solution has an environmental impact. Provide rough estimations.
2.4 Ecosystem Impact (10 points)	Provide evidence that the solution is scalable and/or can be transferred to other industries (food / non-food).

Table 7. Scoring mechanism for the Innovation lump sum evaluation

C3. INTERNATIONALISATION

Evaluation criteria for the Internationalisation lump sum:

Lump sum type	Criteria
Internationalisation	<p><u>Technical excellence, feasibility, and viability</u></p> <ul style="list-style-type: none"> 1 Geographical target 2 INT scope 3 Biomass resilient scope 4 Project methodology 5 Expected results 6 Alignment with company's international strategy 7 Alignment with market trends 8 Capacity to undertake international activities <p><u>Impacts</u></p> <ul style="list-style-type: none"> 1.1 Economic Impact 1.2 Justified Budget/ Implementation Timetable 2 Social Impact 3 Environmental Impact 4 Ecosystem Impact

Table 8. Evaluation criteria for the Internationalisation lump sum

Scoring mechanism for the Internationalisation lump sum evaluation:

<p>Section 1: Technical excellence, feasibility and viability</p> <p>In total 70 points</p>	<p>Details on what is expected to be described in the application form</p>
<p>1.1 Geographical target (10 points)</p>	<p>For eligibility, Internationalisation actions should focus on third regions targeted by B-Resilient North America (Canada and USA) and North-East Asia (Thailand, Japan, South Korea, Singapore, China and Japan).</p>

1.2 INT scope (10 points)	Provide sufficient evidence demonstrating the internationalisation process of the biomass resilient product(s) and/or service(s).
1.3 Biomass resilient scope (10 points)	Provide basic description of the activities (studies, market research, benchmarking, traveling, international exhibitions, etc) to be undertaken at third countries, targeted within B-Resilient.
1.4 INT proposed methodology (5 points)	State project methodology to be followed. Providers' competencies match with the scope.
1.5 Expected results (5 points)	Define future objectives and potential benefits. Indicative future KPIs could be listed. State how future achievements will be showcased.
1.6 Alignment with company's international strategy (10 points)	Provide evidence that the proposed internationalisation plan is aligned with the company's overall marketing and sales strategy.
1.7 Alignment with market trends (10 points)	Provide initial evidence that the proposed plan is aligned with the B-Resilient and international, officially acclaimed, market trends.
1.8 Capacity to undertake international activities (10 points)	Provide initial evidence that the company has or plan to acquire the resources to undertake the activities planned.
Section 2: Impacts In total 30 points	Details on what is expected to be described in the application form
2.1.1 Economic Impact (10 points)	Provide initial evidence that the solution has an economic impact. Provide rough estimations. Clearly state the working hypothesis.
2.1.2 Justified Budget/ Implementation Timetable , (5 points)	Provide a justified budget and timetable (milestones) for the implementation of the BCP
2.2 Social Impact (5 points)	Provide evidence that the solution has a social impact.
2.3 Environmental Impact (5 points)	Provide evidence that the solution has an environmental impact. Provide rough estimations.

2.4 Ecosystem Impact (5 points)	Provide evidence that the solution is scalable and/or can be transferred to other industries (food / non-food).
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Table 9. Scoring mechanism for the Internationalisation lump sum evaluation

Evaluation procedure

Submitted Acceleration lump sum applications will be assessed by the Application Review Panel consisting of B-RESILIENT partners (3 reviewers per application) along with the support of external experts.

The assessment period shall take max. two (2) months starting from the closing date of the call. The applicants will receive an e-mail about the outcome of the assessment directly after the assessment is finalised along with instructions for the next steps in the case the applicant is awarded. The successful applicants will be requested to sign a formal sub-grant agreement with the B-Resilient coordinator within 30 days. The final outcome of the call will be published on B-Resilient communication channels which are the ECCP website (<https://profile.clustercollaboration.eu/profile/cluster-partnership-initiative/cfa8c1db-e6b7-4d41-8945-cc74ba093efd>), B-Resilient’s LinkedIn & Twitter accounts, and the <https://www.clusterfoodmasi.es/b-resilient-project/> website. Partners will also share communications on their communication social media/websites. The publication will include a description of the third-party actions, the date of the award, duration, and final recipient legal names and countries.

Eligible costs

Since the granting of a lump-sum does not foresee the delivery of a detailed financial reporting and timesheets, the use of the project budget will be controlled considering the technical advancements by the technical reviewers. The final technical evaluation will assess the coherence of the spent money with the achieved results. The beneficiary is responsible for providing all necessary document in case of an audit. If any problem occurs, B-Resilient Consortium is not responsible for possible subsidy reductions or claims that may be made to the beneficiary / ies for an incorrect justification.

Only costs generated during the lifetime of the project can be eligible¹⁰. Costs described in the submitted budget must be determined in accordance with the usual accounting and management principles and practices of the beneficiary. Eligible costs are:

- Direct staff costs: costs hours of the staff of the beneficiary dedicated to actual work under the project.
- Subcontracting costs (external expertise): work carried out by a provider which has entered into an agreement on business conditions with the beneficiary.
- Other direct costs: further direct incurred costs can be claimed for travel, equipment (only depreciation costs), consumables, etc.

If there are several partners in the case of a collaborative Innovation project, each partner will have to indicate its proper budget, knowing that each eligible SME partner can present a maximum budget of 27K€.

The actions (including related duties, taxes and charges, such as non-deductible or non-refundable value added tax (VAT) are eligible if they fulfil the general eligibility conditions and are bought using the beneficiary's usual practices— provided these ensure the best value for money (or if appropriate the lowest price) and that there is no conflict of interests.

¹⁰ Period of costs' eligibility is from the Sub-grant Agreement signature date until the end of the project.

In specific, the eligible costs and limitations per type of lump sum are depicted in the following table.

Lump sum type	Eligible costs
Business continuity plan	<ul style="list-style-type: none"> • Staff costs • External expertise (minimum 50% of the total project i.e., 50% of 17K€) • Consumables which must be identified on proposal (database access, others...)
Innovation	<ul style="list-style-type: none"> • Staff costs (maximum 80% of the total project i.e., 80% of 27K€; this rule applies per SME in case of a consortium) • Travel costs • External expertise • Equipment (depreciation cost) • Consumables which must be identified on proposal and previously agreed with KCP
Internationalisation	<ul style="list-style-type: none"> • Staff costs (maximum 50%) • External expertise (no minimum can include consultant fees) • Travel costs (flight and accommodation) • Other goods & services (Booth rental, Entrance fee...)

Table 10. Eligible costs

D. MONITORING AND REPORTING PROCESS

Maximum 1 (one) month after the midterm of Innovation lump sums use period¹¹ (BCP and Internationalisation are not concerned), B-Resilient beneficiaries shall provide an overall performance progress report for the Project along with the respective deliverables validating the work.

The purpose of the above is to evaluate:

- the degree of fulfilment of the project work plan for the relevant period and of the related deliverable(s).
- the continued relevance of the objectives and breakthrough potential with respect to the scientific and industrial state of the art.
- the expected potential impact in economic, competition and social terms, and the B-Resilient Beneficiary's cooperation to elaborate a dissemination of foreground plan.

E. PAIEMENT

General payment terms and beneficiaries' obligations

- All payments will be made in Euros (€).
- Beneficiary shall comply with terms and conditions defined in Annex
- Only costs generated during the lifetime of the project can be eligible¹² starting from the day of the sub-grant agreement signature by the SME, for MAX. 1 year for Innovation and Internationalisation lump sums, and for MAX. 6 months for the BCP lump sum, if duly justified, and provided that all other conditions for cost eligibility are met. Expenditures incurred before the Sub-grant Agreement signature date, or after the project duration period are ineligible for remuneration.
- Costs incurred for the implementation of the project must be used for the sole and close purpose of achieving the objectives of the project and its expected results, in a transparent manner consistent with the principles of economy, efficiency and effectiveness.

¹¹ Reference date will define in the sub-grant agreement.

¹² Period of costs' eligibility is from the Sub-grant Agreement signature date until the end of the project.

- In the case of Innovation lump sum, ONLY the principal applicant (coordinator) will receive the payment. Beneficiaries must set up internal consortium agreements regulating their cooperation. B-Resilient will not be responsible for paying any costs applied for and incurred by the beneficiaries in case of non-compliance with the terms and conditions of the B-Resilient funding scheme.
- Submission of an application does not constitute an entitlement for funding.
- The recipients of the (financial) support from B-Resilient (“Beneficiaries”) must ensure that the European Commission, the European Anti-fraud Office (OLAF) and the Court of Auditors (ECA) can exercise their powers of control, on documents, information, even stored on electronic media, or on the final recipient's premises as detailed in Article 22 and 23 of the [Annotated Model Grant Agreement](#) of the Horizon Europe Programme.

Beneficiaries’ obligations are the following:

- The SME/consortium must — for a period of five-years after the payment of the balance — keep records and other supporting documentation to prove the proper implementation of the action.
- They must make them available upon request or in the context of checks, reviews, audits, or investigations.
- If there are on-going checks, reviews, audits, investigations, litigation, or other pursuits of claims under the grant agreement (including the extension of funding), the SME/consortium must keep the records and other supporting documentation until the end of these procedures.
- The SME/consortium must keep the original documents. Digital and digitalised documents are considered originals if they are authorised by the applicable national law. Non-original documents may be accepted if they offer a comparable level of assurance.

Which are the payment terms per lump sum?

All financial support will have a pre-financing within 30 days from the signature of the sub-grant agreement. Payment will be realised in two (2) instalments: pre-financing: within 30 days from the signature of the contract (50%) final: within 30 days from the completion of the assessment of the final progress performance report (50%).

IV. ENQUIRIES AND COMPLAINTS

For any enquiries and/ or complaints regarding the B-Resilient lump sum scheme, please contact b-resilient.voucher@i4ce.eu or your local contact point (Annex 1). A request for redress can only be based on objective, clear, and well-documented evidence of the reasons for the complaint. It must clearly identify the application and be submitted by someone legally authorised to represent the applicant **within ten calendar days** of receiving notice of your evaluation results to the following email address: b-resilient.voucher@i4ce.eu. A redress committee, including representatives from B-Resilient partnership members, will review the case and recommend an appropriate course of action. Its role is to ensure a coherent legal interpretation of requests and equal treatment of applicants.

The redress procedure is concerned only with the evaluation process, and the scientific or technical judgement of the qualified experts is not in doubt.

Only one request for redress per application will be considered. All requests for redress will be treated in confidence.

V. CONFIDENTIALITY AND DATA PROTECTION

GDPR compliance: The General Data Protection Regulation (2016/679/EU) guarantee that the processing of data is carried out in compliance with the fundamental rights and freedoms, as well as the dignity of the data subject with reference to confidentiality, personal identity and the right to data protection.

By applying, the applicant agrees on the storage and use of its personal data for the execution of the B-Resilient objectives and work plan. The B-Resilient consortium commits to handling personal data confidentially except for the call results, which will contain the following information:

- Information about successful B-Resilient Lump sums applications that will be made publicly available before the end of the project containing: project title, names of project partners and short project description (as provided by the applicant in the application template).
- Information about successful B-Resilient Lump sums that will be made publicly available after the end of the project: project title, names of project partners,

awarded funding and updated short project description (as provided by the project partners in the Final Report).

The processing of data that B-Resilient intends to carry out will be based on lawfulness and correctness in the full protection of its rights and its confidentiality pursuant to the general principles of the [GDPR](#) and its art.24. Therefore, the competitors are informed of the procedure that the data provided by the applicants will be treated exclusively with reference to the procedure for which they submitted the documentation.

The applicants can exercise their rights towards the data controller, pursuant to article 12 of GDPR. For any inquiries regarding the processing your personal data, please contact b-resilient.vouchers@i4ce.eu Applications selection and evaluation will be performed under the appropriate ethical conduct and will respect the confidentiality of the information received.

VI. INTELLECTUAL PROPERTY RIGHTS AND DISSEMINATION

The applicants are advised to arrange for internal contracts regarding Intellectual Property Rights, the use and dissemination of the results generated by the project teams through the funding obtained via B-Resilient lump sums.

For details on rights and obligations related to results, the project teams can refer to Chapter 4/Section 3 of the [Annotated Model Grant Agreement](#).

- For dissemination and use of results generated through the financial support from B-Resilient, the recipients must credit the B- Resilient project through proper citation and appearance of the B- Resilient logo and EU Logo, including the proper citation "*This project has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No. 101074621 B- Resilient*". In addition to the **Acknowledgement of EU support** (European flag, Funding statement) in case of production of a research/study content the applicants also need to use **the Disclaimer below**. "*The content of this [insert appropriate description, e.g. report, publication, conference, etc.] represents the views of the author only and is his/her sole responsibility; it cannot be considered to reflect the views of the European Commission and/or the European Innovation Council and SMEs Executive Agency (EISMEA) or any other body of the European Union. The European Commission and the Agency do not accept any responsibility for use that may be made of the information it contains.*"



VII. GENDER EQUALITY

B-Resilient seeks gender balance. Therefore, applicants are invited to take all measures to promote equal opportunities between men and women in the implementation of the action. They must aim for a gender balance at all levels of personnel assigned to the action, including supervisory and managerial levels to the extent possible.

VIII. DISCLAIMER

Purpose: This guide is explaining the B-Resilient Lump sum scheme for information purposes only. No rights can be claimed based on this document. This document does not reflect the views of the European Commission and EASMEA.

Mistakes or inconsistencies: The B-Resilient consortium is not responsible for any mistakes or misinterpretations that this text may cause. In the case of inconsistencies, the B-Resilient Executive Board will determine the steps to be taken, in cooperation with the applicant concerned.

Modification of the Guide for applicants lump sum: The B-Resilient partners, represented by the coordinator, are entitled to modify this Guide for applicants | lump sum (including re-opening/closing dates of the calls, in case of non-granting of funds and/or early depletion of the available funds, or as they see fit) at any time. The current Guide for applicants | lump sum will be provided on the B-Resilient webpage always mentioning the version number.

Consequential damages: In no event shall either party be liable to the other or any of its affiliates for any consequential, incidental, indirect, special, punitive, or exemplary damages (including, without limitation, lost profits, business or goodwill) suffered or incurred by such other party or its affiliates in connection with this lump sum scheme, even if advised of the possibility of such damages.

IX. ANNEXES

ANNEX 1 Partners list of contact and SPOC details

Cluster	Area covered for support	SPOC (single point of contact) : Name of person in charge and contact
Wagralim www.wagralim.be	Wallonia, Belgium	Yuan Chai: yuan.chai@wagralim.be
Flanders' FOOD www.flandersfood.com	Flanders, Belgium	Laura Vantornout: Laura.vantornout@flandersfood.com Gus Verhaeghe: gus.verhaeghe@flandersfood.com
Valorial www.pole-valorial.fr	Bretagne, Normandie, Pays de la Loire	Blandine FORTIN: blandise.fortin@pole-valorial.fr
Innov'Alliance www.pole-innovalliance.com	Auvergne Rhône-Alpes Languedoc- Roussillon Provence- Alpes-Côte d'Azur	Sara Botti : sara.botti@pole-innovalliance.com
CLUSAGA www.clusteralimentariodegalicia.org	Galicia - Spain	Marina Alfonsín Espín: international@clusaga.org
FOOD+I www.clusterfoodmasi.es/	La Rioja Navarra País Vasco Aragón Cataluña	Sofía Ros Palomares : sros@clusterfoodmasi.es
Clust-ER Agri-food www.agrifood.clust-er.it/en/	Emilia- Romagna, in Italy	Celia Gavaud: celia.gavaud@agrifood.clust-er.it
Agrotech Export Cluster www.atecluster.gr/en/agrotech- export-cluster/	Thessaloniki and all eligible regions other than above	Theodoros TSAMOURTZIS t.tsamourtzis@atecluster.gr

ANNEX 2 STEP BY STEP SCHEME FOR THE ACCELERATION LUMP SUM'S USERS (INFOGRAPHIC)



ANNEX 3 ACCELERATION LUMP SUM TERMS AND CONDITIONS

ARTICLE 1 CONFLICT OF INTEREST

1.1 Conflict of interests

The beneficiaries must take all measures to prevent any situation where the impartial and objective implementation of the Contract could be compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect interest ('conflict of interests').

They must formally notify the granting authority without delay of any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation. The granting authority may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

1.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 28) and the grant or the beneficiary may be terminated (see Article 32). Such breaches may also lead to other measures described in Chapter 5.

ARTICLE 2 CONFIDENTIALITY AND SECURITY

The parties must keep confidential any data, documents or other material (in any form) that is identified as sensitive in writing ('sensitive information') — during the implementation of the action and for at least until the time-limit set out in the Data Sheet (see Point 6).

If a beneficiary requests, the granting authority may agree to keep such information confidential for a longer period. Unless otherwise agreed between the parties, they may use sensitive information only to implement the Agreement.

The beneficiaries may disclose sensitive information to their personnel or other participants involved in the action only if they:

- (a) need to know it in order to implement the Agreement and
- (b) are bound by an obligation of confidentiality.

The granting authority may disclose sensitive information to its staff and to other EU institutions and bodies.

It may moreover disclose sensitive information to third parties, if:

(a) this is necessary to implement the Agreement or safeguard the EU financial interests and

(b) the recipients of the information are bound by an obligation of confidentiality.

The confidentiality obligations no longer apply if:

(a) the disclosing party agrees to release the other party

(b) the information becomes publicly available, without breaching any confidentiality obligation

(c) the disclosure of the sensitive information is required by EU, international or national law.

Specific confidentiality rules (if any) are set out in Annex 5.

ARTICLE 3 ETHICS AND VALUES

3.1 Ethics

The action must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles. Specific ethics rules (if any) are set out in Annex 5.

3.2 Values

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).

3.3 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced.

ARTICLE 4 VISIBILITY

Unless otherwise agreed with the granting authority, 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 infrastructure, equipment, vehicles, supplies or major result funded by the grant must acknowledge B-Resilient and EU support and display the B-Resilient logo and European flag (emblem) and funding statement (translated into local languages, where appropriate). The emblem must remain distinct and separate and cannot be modified by adding other visual marks, brands or text.



Funded by the
European Union

The beneficiaries must engage in the following additional communication and dissemination activities:

- present the project and allow the publication (including project summary, coordinator contact details, list of participants, European flag and funding statement and project results), on B-Resilient and partners communication channels.
- Provide the report and public project results to the B-Resilient team via the reporting.

ARTICLE 5 SPECIFIC RULES FOR CARRYING OUT ACTION

When implementing procurements, the beneficiaries must respect the following conditions:

- avoid any conflict of interest and comply with the principles of transparency, non discrimination, equal treatment, sound financial management, proportionality and competition rules
- assign the ownership of the intellectual property rights under the contracts to the contractors (unless there are exceptional overriding public interests which are duly justified in Annex 1), with the right of the buyers to access results — on a royalty-free basis — for their own use and to grant (or to require the contractors to grant) nonexclusive licences to third parties to exploit the results for them — under fair and reasonable conditions — without any right to sub-license
- allow for all communications to be made in English (and any additional languages chosen by the beneficiaries)
- ensure that prior information notices, contract notices and contract award notices contain information on the EU funding and a disclaimer that the EU is not participating as contracting authority in the procurement
- allow for the award of multiple procurement contracts within the same procedure (multiple sourcing)
- where the call conditions impose a place of performance obligation: ensure that the part of the activities that is subject to the place of performance obligation is performed in the eligible countries or target countries set out in the call conditions
- to ensure reciprocal level of market access: where the WTO Government Procurement Agreement (GPA) does not apply, ensure that the participation in tendering procedures is open on equal terms to bidders from EU Member States and all countries with which the EU has an agreement in the field of public procurement under the conditions laid down in that agreement, including all

Horizon Europe associated countries. Where the WTO GPA applies, ensure that tendering procedures are also open to bidders from states that have ratified this agreement, under the conditions laid down therein.

ARTICLE 6 INFORMATION ABOUT EVENTS AND CIRCUMSTANCES WHICH IMPACT THE ACTION

The beneficiaries must immediately inform the granting authority (and the other beneficiaries) of any of the following:

(a) events which are likely to affect or delay the implementation of the action or affect the EU's financial interests, in particular:

- i. changes in their legal, financial, technical, organisational or ownership situation (including changes linked to one of the exclusion grounds listed in the declaration of honour signed before grant signature)

(b) circumstances affecting:

- i. the decision to award the grant or
- ii. compliance with requirements under the Contract.

ARTICLE 7 RECORD-KEEPING

The beneficiaries must — for a period of five-years after the payment of the balance — keep records and other supporting documents to prove the proper implementation of the action in line with the accepted standards in the respective field (if any).

In addition, the beneficiaries must — for the same period — keep the following to justify the amounts declared for lump sum costs and contributions (if any): adequate records and supporting documents to prove proper implementation of the work as approved and described in the application.

The beneficiaries must keep any adequate records and supporting documents to prove that their cost accounting practices have been applied in a consistent manner, based on objective criteria, regardless of the source of funding, and that they comply with the eligibility conditions set out in the call context.

Moreover, the following is needed for specific budget categories:

(e) for personnel costs: time worked for the beneficiary under the action must be supported by declarations signed monthly by the person and their supervisor, unless another reliable time-record system is in place; the granting authority may accept alternative evidence supporting the time worked for the action declared, if it considers that it offers an adequate level of assurance.

ARTICLE 8 CONTRACT TERMINATION

8.1 Beneficiary termination

The beneficiaries may request the termination of the grant. The coordinator in case of a Innovation lump sum, or the beneficiary must submit a request for amendment, with:

- the reasons why
- the date the consortium ends work on the action ('end of work date') and
- the date the termination takes effect ('termination date'); this date must be after the date of the submission of the amendment request.

The termination will take effect on the termination date specified in the amendment.

If no reasons are given or if the granting authority considers the reasons do not justify termination, it may consider the grant terminated improperly.

The beneficiary must — within 60 days from when termination takes effect — submit:

- i. a report on the distribution of payments to the beneficiary concerned
- ii. a termination report from the beneficiary concerned, for the open reporting period until termination, containing an overview of the progress of the work, the financial statement, the explanation on the use of resources, and, if applicable, the certificate on the financial statement
- iii. a second request for amendment with other amendments needed (e.g. reallocation of the tasks and the estimated budget of the terminated beneficiary; addition of a new beneficiary to replace the terminated beneficiary; change of coordinator, etc.).

The granting authority will calculate the amount due to the beneficiary on the basis of the report submitted and taking into account the costs incurred and contributions for activities implemented before the end of work date. Costs relating to contracts due for execution only after the end of work are not eligible.

If the granting authority does not receive the termination report within the deadline, only costs and contributions which are included in an approved periodic report will be taken into account (no costs/ contributions if no periodic report was ever approved).

If the granting authority does not receive the report on the distribution of payments within the deadline, it will consider that:

- the coordinator did not distribute any payment to the beneficiary concerned and that
- the beneficiary concerned must not repay any amount to the coordinator.

If the second request for amendment is accepted by the granting authority, the Agreement is amended to introduce the necessary changes.

If the second request for amendment is rejected by the granting authority (because it calls into question the decision awarding the grant or breaches the principle of equal treatment of applicants), the grant may be terminated.

Improper termination may lead to a reduction of the grant or grant termination.

After termination, the concerned beneficiary's obligations continue to apply.

8.2 Contract termination

The granting authority may terminate the grant or the participation of one or more beneficiaries, if:

- (a) one or more beneficiaries do not accede to the Contract
- (b) a change to the action or the legal, financial, technical, organisational or ownership situation of a beneficiary is likely to substantially affect the implementation of the action or calls into question the decision to award the grant
- (c) following termination of one or more beneficiaries, the necessary changes to the Agreement (and their impact on the action) would call into question the decision awarding the grant or breach the principle of equal treatment of applicants
- (d) implementation of the action has become impossible or the changes necessary for its continuation would call into question the decision awarding the grant or breach the principle of equal treatment of applicants
- (e) a beneficiary (or person with unlimited liability for its debts) is subject to bankruptcy proceedings or similar (including insolvency, winding-up, administration by a liquidator or court, arrangement with creditors, suspension of business activities, etc.)
- (f) a beneficiary (or person with unlimited liability for its debts) is in breach of social security or tax obligations
- (g) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has been found guilty of grave professional misconduct
- (h) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed fraud, corruption, or is involved in a criminal organisation, money laundering, terrorism-related crimes (including terrorism financing), child labour or human trafficking
- (i) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) was created under a

different jurisdiction with the intent to circumvent fiscal, social or other legal obligations in the country of origin (or created another entity with this purpose)

(j) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed:

- i. substantial errors, irregularities or fraud or
- ii. serious breach of obligations under this Contract or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.)

(k) a beneficiary (or person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (extension of findings from other grants to this grant)

(l) despite a specific request by the granting authority, a beneficiary does not request — through the coordinator — an amendment to the Agreement to end the participation of one of its affiliated entities or associated partners that is in one of the situations under points (d), (f), (e), (g), (h), (i) or (j) and to reallocate its tasks

Before terminating the grant or participation of one or more beneficiaries, the granting authority will send a pre-information letter to the coordinator or beneficiary concerned:

- formally notifying the intention to terminate and the reasons why and
- requesting observations within 30 days of receiving notification.

If the granting authority does not receive observations or decides to pursue the procedure despite the observations it has received, it will confirm the termination and the date it will take effect (confirmation letter). Otherwise, it will formally notify that the procedure is discontinued.

For beneficiary terminations, the granting authority will — at the end of the procedure — also inform the coordinator.

The termination will take effect the day after the confirmation notification is sent (or on a later date specified in the notification; 'termination date').

8.3 Effects

(a) for Contract termination:

The coordinator must — within 60 days from when termination takes effect — submit a periodic report (for the last open reporting period until termination).

The granting authority will calculate the final grant amount and final payment on the basis of the report submitted and taking into account the costs incurred and contributions for activities implemented before termination takes effect. Costs relating to contracts due for execution only after termination are not eligible.

If the grant is terminated for breach of the obligation to submit reports, the coordinator may not submit any report after termination.

If the granting authority does not receive the report within the deadline, only costs and contributions which are included in an approved periodic report will be taken into account (no costs/contributions if no periodic report was ever approved).

Termination does not affect the granting authority's right to reduce the grant or to impose administrative sanctions.

The beneficiaries may not claim damages due to termination by the granting authority.

After termination, the beneficiaries' obligations continue to apply.

(b) for beneficiary termination:

The coordinator must — within 60 days from when termination takes effect — submit:

- i. a report on the distribution of payments to the beneficiary concerned
- ii. a termination report from the beneficiary concerned, for the open reporting period until termination, containing an overview of the progress of the work, the financial on the financial statement
- iii. a request for amendment with any amendments needed (e.g. reallocation of the tasks and the estimated budget of the terminated beneficiary; addition of a new beneficiary to replace the terminated beneficiary; change of coordinator, etc.).

ARTICLE 9 — FORCE MAJEURE

A party prevented by force majeure from fulfilling its obligations under the Agreement cannot be considered in breach of them.

'Force majeure' means any situation or event that:

- prevents either party from fulfilling their obligations under the Agreement,
- was unforeseeable, exceptional situation and beyond the parties' control,
- was not due to error or negligence on their part (or on the part of other participants involved
- in the action), and
- proves to be inevitable in spite of exercising all due diligence.

Any situation constituting force majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects.

The parties must immediately take all the necessary steps to limit any damage due to force majeure and do their best to resume implementation of the action as soon as possible.