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# Annex 3

**Contract**

for awarding financial support to

third-party beneficiaries

**Financing party:**

Iskriva, Institute for Development of Local Potentials

Reteče 215, 4220 Škofja Loka, Slovenia

Company registration NR: 6618294000

VAT number: SI29528801

Represented by Director Urška Dolinar

(hereinafter referred to as: the Financing party)

And

**Third-party beneficiary:**

Company name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company registration No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

VAT or TAX No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Represented by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter referred to as: the third-party beneficiary)

enter into the following

**Contract for awarding financial support to third-party beneficiaries**

Contract Nr \_\_\_\_\_\_\_\_\_\_\_\_

**Article 1**

Contracting parties establish that:

1. SMARTER AOE project titled Transformation of the Amazon of Europe into greener and smarter tourism destination, co-funded by the COSME programme of the European Union, is aiming to establish an international ecosystem of tourism SMEs in the Amazon of Europe (AoE) and other Biosphere Reserves to boost social, digital and ecological innovation through collaboration, capacity building and digital transformation. In the framework of the project Institute Iskriva as financing party is responsible for implementation of the call for awarding financial support to third parties for digital transformation. The call SMARTER AOE - 202301 opened on 03.01.2023 and closed on 03.03.2023, 5 PM UTC+01:00 - Ljubljana.

2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the third-party beneficiary’s name) has applied for the call SMARTER AOE – 202301 in time, is in line with all formal eligibility requirements and has been selected by the project evaluation commission to be awarded financial support for digital transformation.

**Article 2**

Subject of the contract is the implementation of the project - activities specified in the application form for digital transformation of the third-party beneficiary (call SMARTER AOE – 202301), project title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , proposal no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ).

**Article 3**

\_\_\_\_\_\_\_\_\_\_\_\_\_ *[project title]* project activities to be implemented are the following:

* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The third-party beneficiary will participate in the AoE Academy programme - attend 10 mentoring hours and at least 3 online trainings.

The third-party beneficiary will fulfill the following publicity requirements:

* hanging up the poster on receiving financial support from EU funds in their business premises (provided by the financing party);
* publication on their website or social media page on receiving financial support from EU funds;
* presentation of the Amazon of Europe tourism products on their website or social media page with destination website link (provided by the financing party);
* publication of at least one social media post on the received financial support;
* submission of a report on the implemented activities and results in the agreed time and format upon the completion of the project \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[project title]*.
* become engaged / add a listing on the Amazon of Europe online networking platform (AoE Hub) before the end of the proposed and submitted project implementation.

Financing party will provide all necessary documents and information to the third-party beneficiary to enable them to meet the requirements specified in this article.

**Article 4**

Amount of financial support to implement the activities specified in the application form for digital transformation of the third-party beneficiary is \_\_\_\_\_\_\_\_\_\_ EUR (VAT included).

**Article 5**

The contracted amount of the financial support will be transferred no later than three months after the deadline for submitting the third-party beneficiary’s report on the prescribed form, which includes a report on the activities carried out and project results with the relevant proofs – content evidence of the implementation of the project (last day for submitting of the report is 31.01.2024). If the recipient fails to submit the prescribed reports with the required documents by the deadline, this contract is considered terminated and the beneficiary no longer has any right to the funds.

**Article 6**

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

|  |  |  |
| --- | --- | --- |
| Name of the bank account holder:  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Bank name:  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Bank address:  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| IBAN: |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| BIC / SWIFT: |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Article 7**

The Parties shall and each of them shall cause each of their respective directors, officers, employees, agents and advisors to keep this Agreement and its terms confidential and no Party shall disclose any such information except to its respective professional advisers, the officers and directors of its respective Affiliates and except that any Party may make such disclosures as it reasonably considers are required by law or regulation having the force of law, whereby each Party will notify each other Party in advance of any such disclosure.

The third-party beneficiary gives his consent to the Financing party to collect, record and process all personal data in the documentation (name, address, etc.). Such data will be processed pursuant to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data.

**Article 8**

The contracting parties shall be obliged to settle all misunderstanding arising indirectly and/or directly from this contract peacefully, i.e. based on the achieved agreement, an in case they fail to do so, the jurisdiction of the court in Ljubljana shall be agreed. Both the provider and the customer undertake to keep secret any business or company secrets or confidential information that are received or known, unless these are generally known.

The Parties are aware of the possibility of subsequent verification (audit of the European Commision) whether the expenses included in this Call were spent in accordance with the rules in the field of European cohesion policy.

**Article 9**

This contract shall be signed in 2 identical copies, 1 for each contracting Party.

|  |  |  |
| --- | --- | --- |
| **Financing party:** |  | **Third-party beneficiary:** |
| Iskriva, Institute for Development of Local Potentials |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature and stamp\*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Signature and stamp\*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Place and date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Place and date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

\*In case the company doesn’t use a stamp, please write: *We operate without a stamp.*