

DECLARATIONS AND OBLIGATIONS OF PARTICIPANTS ON CIRCULAR ECONOMY FOR REGENERATIVE TOURISM (CE4RT) PROJECT.

CE4RT (Circular Economy for Regenerative Tourism) is a project co-funded by the European Commission to assist tourism SMEs in their sustainability journey.

The CE4RT Consortium includes the following partners:

Ita-Savon Koulutuskuntayhtymä, Finland - <https://samiedu.fi/>

Islenski Feroaklasinn, Iceland - www.icelandtourism.is/en/about/

Burren Talk Ltd. T/A The Tourism Space, Ireland - www.thetourismspace.com

Dingle Peninsula Tourism Alliance, Ireland – www.dingle-peninsula.ie

Munster Technological University, Ireland – www.mtu.ie

Stichting Business Development Friesland, The Netherlands www.bdfriesland.nl

Danmar Computers SP Zoo, Poland - www.danmar-computers.com.pl

Participants must respect the following declarations and obligations:

- Obligation to submit reports.
- Obligation to keep records and other supporting documentations related to funded costs for at least 5 years.
- General obligation to properly participate to the activities (at least 90%).
- Not being entrepreneur in difficulty (according to the point 14 of the Commission Regulation (EU) No 651/2014 of 17 June 2014).
- To be operating in one of the registered Business Activities listed in the Call for Announcement.
- Accepting their responsibility on accuracy and veracity of data and documents submitted and all conditions and obligations stated in the Call.
- Accepting to give permission to CE4RT project partners to process the data only for management and statistical purposes (including publishing of general information & sharing data with grant awarding body (European Innovation Council and SMEs Executive Agency (EISMEA)) even through digital devices with respect to the security and privacy within the law. Data processing by CE4RT Project Partners will be made in accordance with the provisions of Regulation (EU) 2016/679 and the subsequent

transposing laws (jointly, the “GDPR”). Please note that SMEs will be required to sign the information/acceptance letter as per APPENDIX C of this document.

- SMEs can only submit only one application for the CE4RT project. In the case of multiple submissions, only the last application received will be considered.

1.1 LIABILITY, DISPUTES, REDUCTION & REVOCATION OF THE GRANT

A) Liability of the Consortium

The Consortium cannot be held liable for any damage caused to the third-party beneficiaries as a consequence of implementing the programme, including for gross negligence.

The Consortium cannot be held liable for any damage caused by any of the third-party beneficiaries involved in the programme, as a consequence of implementing the Third-party Beneficiary Agreement.

B) Liability of the third-party beneficiaries

Except in case of force majeure, the third-party beneficiaries must compensate the Consortium for any damage it sustains as a result of the implementation of the action or because the action was not implemented in full compliance with the Third-party Beneficiary Agreement.

The contribution is reduced or withdrawn by Consortium members in the following cases:

- The third-party beneficiary doesn't participate in at least 90% of the activities;
- Implemented activities do not comply with quality standards required by the Consortium and set in each SME Strategy;
- Reporting does not comply with requirements.

At any moment of implementation of the action and afterwards, the Consortium has the right to carry out checks, reviews and audits, to ascertain:

- The proper use of the financed services;
- Compliance with the obligations of the call;

- The truthfulness of the declarations and information produced by the third-party beneficiary.

If the case occurs that checks, reviews and audits cannot be completed for reasons attributable to the third-party beneficiary, the contribution may be revoked or reduced and may lead to criminal prosecution under national law.

The contribution will be revoked in case of express renunciation of the contribution by the third-party beneficiary.

In case of revocation, any pre-financing received by the third-party beneficiary must be reimbursed, legal interests included, to the Consortium within 15 calendar days from the official communication.

1.2 CHECKS, REVIEW, AUDITS AND INVESTIGATIONS – EXTENSIONS OF FINDINGS

A) Checks, reviews and audits by the grant awarding body EISMEA and the Consortium

A.1 Right to carry out checks

The grant awarding body EISMEA and/or the Consortium will — during the implementation of the action or afterwards — check the proper implementation of the action and compliance with the obligations under the Agreement, including assessing deliverables and reports.

For this purpose, the grant awarding body EISMEA and/or the Consortium may be assisted by external persons or bodies.

The grant awarding body EISMEA and/or the Consortium may also request additional information. They may request the third-party beneficiaries to provide such information to it directly.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

A.2 Right to carry out reviews

The grant awarding body EISMEA and/or the Consortium may — during the implementation of the action or afterwards — carry out reviews on the proper implementation of the action (including assessment of deliverables and reports) in compliance with the obligations under the Third-party Beneficiary Agreement.

Reviews may be started up to five years after the payment of the balance from EISMEA to the Consortium. They will be formally notified to the third-party beneficiary concerned and will be considered to have started on the date of the formal notification.

In case of a review by EISMEA, reviews will be notified to the Consortium and the Consortium must inform third-party beneficiaries.

The third-party beneficiary concerned must provide — within the deadline requested — any information and data in addition to deliverables and reports already submitted (including information on the use of resources). EISMEA may request third-party beneficiaries to provide such information to it directly.

The Consortium coordinator, beneficiaries or third-party beneficiaries concerned may be requested to participate in meetings, including with external experts.

For on-the-spot reviews, the third-party beneficiaries must allow access to their sites and premises, including to external persons or bodies, and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

A.3 Right to carry out audits

The grant awarding body EISMEA and/or the Consortium may — during the implementation of the action or afterwards — carry out audits on the proper implementation of the action and compliance with the obligations under the third-party beneficiary agreement.

Audits may be started up to five years after the payment of the balance by EISMEA to the Consortium. They will be formally notified to the Consortium coordinator and the Consortium will notify third-party beneficiaries concerned and will be considered to have started on the date of the formal notification.

If the audit is carried out on a third-party beneficiary, the Consortium beneficiary concerned must inform the third-party beneficiary.

EISMEA may carry out audits directly (using its own staff) or indirectly (using external persons or bodies appointed to do so). It will inform the Consortium coordinator, beneficiaries and third-party beneficiaries concerned of the identity of the external persons or bodies. They have the right to object to the appointment on grounds of commercial confidentiality.

The Consortium coordinator, beneficiaries and third-party beneficiaries concerned must provide —within the deadline requested — any information (including complete accounts, individual salary statements or other personal data) to verify compliance with the third-party beneficiary agreement.

EISMEA may request beneficiaries to provide such information to it directly.

For on-the-spot audits, the third-party beneficiaries must allow access to their sites and premises, including to external persons or bodies, and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

B) Investigations by the European Anti-Fraud Office (OLAF)

Under Regulations No 883/20137 and No 2185/968 (and in accordance with their provisions and procedures), the European Anti-Fraud Office (OLAF) may — at any moment during implementation of the action or afterwards — carry out investigations, including on-the-spot checks and inspections, to establish whether there has been fraud, corruption or any other illegal activity affecting the financial interests of the EU.

C) Checks and audits by the European Court of Auditors (ECA)

Under Article 287 of the Treaty on the Functioning of the European Union (TFEU) and Article 161 of the Financial Regulation No 966/20129, the European Court of Auditors (ECA) may — at any moment during implementation of the action or afterwards — carry out audits. The ECA has the right of access for the purpose of checks and audits.

D) Consequences of non-compliance

If a third-party beneficiary breaches any of its obligations under this Call, any insufficiently substantiated costs will be ineligible and will be rejected.

1.3 EVALUATION OF THE IMPACT OF THE ACTION

A) Right to evaluate the impact of the action

EISMEA and the Consortium may carry out interim and final evaluations of the impact of the action measured against the objective of the EU programme.

Evaluations may be started during implementation of the action and up to five years after the payment of the balance from EISMEA to the Consortium. The evaluation is considered to start on the date of the formal notification to the coordinator or beneficiaries.

EISMEA may make these evaluations directly (using its own staff) or indirectly (using external bodies or persons it has authorised to do so).

The Consortium coordinator, beneficiaries and third-party beneficiaries must provide any information relevant to evaluate the impact of the action, including information in electronic format.

B) Consequences of non-compliance

If a third-party beneficiary breaches any of its obligations under this Call, EISMEA and the Consortium beneficiaries may apply measures as rejection of ineligible costs, reduction of the grant, recovery of undue amounts and potential administrative and financial penalties.

1.4 CONFLICT OF INTERESTS

A) Obligation to avoid a conflict of interests

The Consortium beneficiaries and third-party beneficiaries take all measures to prevent any situation where the impartial and objective implementation of the action is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ('conflict of interests').

B) Consequences of non-compliance

If a Consortium beneficiary or a third-party beneficiary breaches any of its obligations under this Call, the grant may be reduced and the Agreement or participation may be terminated.

Such breaches may also lead to any of the other measures as rejection of ineligible costs, reduction of the grant, recovery of undue amounts and potential administrative and financial penalties.

1.5 CONFIDENTIALITY

A) General obligation to maintain confidentiality

During implementation of the action and for five years after the payment of the balance from EISMEA to the Consortium, all parties must keep confidential any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed ('confidential information').

The confidentiality obligations no longer apply if:

- a) the disclosing party agrees to release the other party;
- b) the information becomes generally and publicly available, without breaching any confidentiality obligation;
- c) the disclosure of the confidential information is required by EU or national law.

B) Consequences of non-compliance

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

1.6 PROMOTING THE ACTION — VISIBILITY OF EU FUNDING

A) Communication activities by the third-party beneficiaries

A.1 General obligation to promote the action and its results

The third-party beneficiaries must promote the action and its results.

A.2 Information on EU funding — Obligation and right to use the EU emblem

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

- display the EU emblem



- include the following text:

"Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or the European Innovation Council and SMEs Executive Agency (EISMEA). Neither the European Union nor the granting authority can be held responsible for them."

When displayed in association with another logo, the EU emblem must have appropriate prominence. For the purposes of their obligations under this Call, third-party beneficiaries may use the EU emblem without first obtaining approval from EISMEA. This does not, however, give them the right to exclusive use. Moreover, they may not appropriate the EU emblem or any similar trademark or logo, either by registration or by any other means.

A.3 Disclaimer excluding EISMEA responsibility

Any communication activity related to the action must indicate the following disclaimer:

"Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or the European Innovation Council and SMEs Executive Agency (EISMEA). Neither the European Union nor the granting authority can be held responsible for them."

B) Communication activities by the Agency and the Commission

Right to use third-party beneficiaries' materials, documents or information.

EISMEA and the Consortium may use information relating to the action, documents notably summaries for publication and public deliverables as well as any other material, such as pictures or audio-visual material received from any third-party beneficiary (including in electronic form).

This does not change the confidentiality obligations in paragraph 6.5, which still apply. The right to use third-party beneficiary's materials, documents and information includes:

- a. use for its own purposes (in particular, making them available to persons working for the EISMEA or any other EU institution, body, office or agency or body or institutions in EU Member States and the Consortium; and copying or reproducing them in whole or in part, in unlimited numbers);
- b. distribution to the public (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes);
- c. editing or redrafting for communication and publicising activities (including shortening, summarising, inserting other elements (such as meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation);
- d. translation;
- e. giving access in response to individual requests under Regulation No 1049/200110, without the right to reproduce or exploit;
- f. storage in paper, electronic or other form;
- g. archiving, in line with applicable document-management rules, and
- h. the right to authorise third parties to act on its behalf or sub-license the modes of use set out in points (b), (c), (d) and (f) to third parties if needed for the communication and publicising activities of EISMEA and the Consortium.

As the right of use is subject to rights of a third-party beneficiary (including personnel), the third-party beneficiary must ensure that it complies with its obligations under the Beneficiary

third-party agreement (in particular, by obtaining the necessary approval from the third parties concerned). Where applicable (and if provided by the beneficiaries), EISMEA and the Consortium will insert the following information: “© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the European Innovation Council and SMEs Executive Agency (EISMEA) and the European Union (EU) under conditions.”

C. Consequences of non-compliance

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