

GRANT AGREEMENT
Regarding the Partnership between and
“Worth Partnership Project”

1. ASOCIACIÓN DE INVESTIGACIÓN DE LA INDUSTRIA TEXTIL - AITEX, with registered office at Plaza Emilio Sala, nº 1, 03801 Alcoy (Alicante), España, hereinafter to be referred to as “Worth Project Coordinator”, in this matter duly represented by Vicente Blanes Juliá, legal representative.
2. [_name_], with registered office at [_address_], hereinafter to be referred to as “Project Leader” and/or “Beneficiary”, in this matter duly represented by [_name_],

Both parties hereinafter together and individually to be referred as “Parties” respectively “Party”.

WHEREAS:

- A. WORTH Partnership Project (here below only Worth Project) is an European Commission programme to encourage the competitiveness of the European industries from the fashion and lifestyle sectors by fostering cross-border connection opportunities between designers and Small and Medium-sized enterprises (SMEs). With the aim to:
 - Enhance competitiveness.
 - Integrate creativity, design and technologies in SMEs.
 - Foster new, innovative or high-added value products, processes or services developed in collaboration between designers and manufacturers or technology companies.Worth Project has launched the second call for proposals on April 17, 2017.
- B. The Participants have submitted the Application for Eligibility as well as the project proposal, titled [_title_], attached as Annex 1 to this Agreement (“Project Proposal”). The Project Proposal has been selected by the Steering Board with decision of 1st-2nd March 2019;
- C. The Participant have already signed on a Partnership Project Agreement;
- D. The Participant of the Agreement under C. have designated [_name_] as a Project Leader, here to considered also as the Beneficiary also on behalf of the Parties of the under C.;
- C. The Parties now wish to lay down in writing the terms and conditions for the execution of the Grant Agreement.

HAVE AGREED AS FOLLOWS:

ARTICLE 1 – PURPOSE OF THE GRANT

1.1 AITEX, representing the Worth Project Consortium, award the Grant, under the terms and conditions set out this Agreement, which the beneficiary hereby declares that he has taken note of and accepts, for the Worth Project (The Project).

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

ARTICLE 2 - DURATION

2.1 The agreement shall enter into force on the date when the last of the two parties signs for 12 months according to the Partnership Project.

ARTICLE 3 - FINANCING THE PROJECT

3.1 The total eligible funds of the Project for which the AITEX on behalf of Worth Project grant is awarded is estimated at Euro 10.000,00.

ARTICLE 4 -PAYMENT ARRANGEMENTS

4.1 Pre-financing:

Within 30 days of the date when the last of the two parties sign the Partnership Project Agreement, a pre-financing payment representing 20% of the amount specified in Article 3.1. shall be made to the beneficiary.

4.2 Interim payment:

A second payment after acceptance of the Mid Term Report to be delivered on the 30th November 2019 representing 40% of the amount specified in Article 3.1., shall be made to the beneficiary.. The report will contain the drawings and the technical specifications of the product/process to be developed.

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

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

4.3 Payment of the balance

The request for payment of the balance shall be accompanied by the final technical implementation report and financial statement related to Project to be submitted on the 30th April 2020. This report will include the final prototype/proof of concept of the product/process developed within the project.

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

A payment representing the 20% balance of the grant shall be made to the beneficiary within 30 days following approval by AITEX of the technical implementation report accompanying the request for payment of the balance.

The Partners of the Project shall also have executed the obligations indicated in art. 3.3 of the Partnership Agreement (participation to the Coaching Program, to 2 (two) Networking activities -including Worth Weekend Valencia 2019- and to 2 (two) International design or exhibition events).

A payment representing the 20% balance of the grant shall be made to the beneficiary within 30 days following approval by AITEX of the attendance to the above mentioned contractual events.

ARTICLE 5 - SUBMISSION OF REPORTS AND OTHER DOCUMENTS

The technical and financial implementation reports and other documents must be submitted through WORTH platform by the following deadlines:

1st Report: 1st Periodic report. 30th June 2019

2nd Report 2nd Periodic report. 15th September 2019

3rd Report Mid Term report. 30th November 2019. It will include the drafting and specifications of the product to be developed

4th Report 3rd Periodic report. 30th January 2020

5th Report Full prototype ready. 28th February 2020

6th Report Final report 30th April 2020. It will include the final specifications and the prototype/proof of concept.

ARTICLE 6 - BANK ACCOUNT

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

Account holder:

Full account number (including bank codes):

IBAN account code:

ARTICLE 7 -GENERAL ADMINISTRATIVE PROVISIONS

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

For AITEX:

Asociación de Investigación de la Industria Textil – AITEX

Plaza Emilio Sala, nº 1

03801 Alcoy (Alicante)

España

For the beneficiary:

.....

ARTICLE 8 - LAW APPLICABLE AND COMPETENT COURT

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

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

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

ARTICLE 9 - LIABILITY

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

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

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

ARTICLE 10 - CONFLICT OF INTERESTS

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

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

ARTICLE 10 - OWNERSHIP/USE OF THE RESULTS

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

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

ARTICLE 11 - CONFIDENTIALITY

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

ARTICLE 12 - PUBLICITY

The beneficiary authorizes the European Commission, AITEX and the Worth Consortium to publish the following information in any form and medium, including via the Internet:

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

ARTICLE 13 - SUSPENSION

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

ARTICLE 14 - FORCE MAJEURE

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

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

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

ARTICLE 15 – ASSIGNMENT

Claims against the AITEX may not be transferred.

ARTICLE 15 – TERMINATION OF THE AGREEMENT

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

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

- (a) in the event of a legal, financial, technical, organisational or auditing change in the beneficiary's situation that is liable to affect the agreement substantially or to call into question the decision to award the grant;
- (b) if the beneficiary fails to fulfil a substantial obligation incumbent on him under the terms of the agreement;
- (c) in the event of force majeure or if the Project has been suspended as a result of exceptional circumstances;
- (d) if the beneficiary is declared bankrupt, is being wound up or is the subject of any other similar proceedings;
- (e) if the beneficiary is found guilty of an offence involving his professional conduct by a judgment having the force of res judicata or if he is guilty of grave professional misconduct proven by any justified means;
- (f) if the beneficiary is guilty of misrepresentation or submits reports inconsistent with reality to obtain the grant provided for in the agreement;

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

ARTICLE 16 - TERMINATION PROCEDURE

The procedure is initiated by registered letter with advice of delivery or equivalent.

In the cases referred to in points (a), (b) and (d) of paragraph 2, the beneficiary shall have 30 days to submit his observations and take any measures necessary to ensure continued fulfilment of his obligations under the agreement. If AITEX fails to confirm acceptance of these observations by giving written approval within 30 days of receiving them, the procedure shall continue to run.

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

If notice is not given in the cases referred to in points (c), (e), (f) and (g) of paragraph 2, termination shall take effect from the day following the date on which notification of the AITEX decision to terminate the agreement is received.

ARTICLE 17 – EFFECT OF TERMINATION

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

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

Article 18 - FINANCIAL PENALTIES

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

ARTICLE 19 - RECOVERY

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

Signed in twofold,

AITEX _____

.....
By:
Place:
Date:

.....
By:
Place:
Date: