

## SUPPORT CONTRACT

### FOR THE CENTROPE\_TT INNOVATION VOUCHER

#### between the Contracting Parties

- ..... (head office: .....; company registration number: .....; EU tax number: ..... represented by: .....), hereinafter: **Intermediary**,
- ..... (head office: ....., company registration number: ....., EU tax number: ....., represented by: .....), hereinafter: **SME beneficiary**, and
- ..... (head office: ....., company registration number: ....., EU tax number: ....., represented by: .....), hereinafter: **R&D service provider**

Made under below date and place according to the following detailed content:

#### I. CONTRACTING PARTIES

**The Intermediary**, as partner of the centrope\_tt project of the Central Europe Programm, is functioning as the financing and supporting party between the **SME beneficiary** and the **R&D service provider**.

**The SME beneficiary**, as a Hungarian/ Slovak/ Czech/ Austrian (*please choose*) small and medium sized enterprise, acts as applier and beneficiary of the service provided by a cross-border R&D service provider.

**The R&D service provider**, as an institution of research and development (R&D), is providing the R&D service.

#### II. SUBJECT OF THE CONTRACT

Based on the **application of the SME beneficiary** the subject of the Contract is a cross-border service in the field of research and development provided by the R&D service provider to the SME beneficiary, specified in the centrope\_tt voucher guide for applicants to a net/ gross amount but of maximum of 5000 EUR, say five thousand Euros.

The **SME beneficiary** agrees to support this process by providing necessary information to the R&D service provider during the period of service realisation. After project realisation he confirms the realisation of services to the Intermediary.

The **R&D service provider** agrees to realize his service according to his price quotation, prepared as a detailed list of prices per activity (annex no. 2) within 6 month after Contract date, not later than .....

**The Intermediary** agrees to prove and pay the agreed R&D services to a net/ gross amount but of maximum of 5000 EUR, say five thousand Euros, based on the received documentation from the R&D service provider and SME beneficiary.

The application form and the detailed price quotation **describing the contracted services in full detail** are part of this Contract added as annex no. 1 and annex no. 2.

The coordination, control and financing of the services performed by the Intermediary are financed by the following project of the EUROPEAN UNION:

<b>Title of the project:</b>	<i>Tools for Transnational Innovation Support in Centrope</i>
<b>Project Akronym:</b>	centrope_tt
<b>Contract number of the project:</b>	1CE008P1
<b>The program supporting the project:</b>	CENTRAL EUROPE

The purpose of this European Union project and the present Contract is the regulation and facilitation of the cross-border cooperation between the small and medium sized enterprises and the research and development institutions.

### III. RIGHTS AND OBLIGATIONS OF THE PARTIES AND PERFORMANCE RULES OF THE CONTRACT

**The R&D service provider** has to realize the contracted services within the agreed timeframe. After finalization of the service he has to prepare and send a final service result report to the SME beneficiary not later than ... (6 months after the Contract date) as result of the made service.

**The SME beneficiary** is obliged to support the realization of the contracted service by providing necessary information requested by R&D service provider for a successful and in-time realization of the contracted service.

After service realization the SME beneficiary is obliged to prove the correctness of the performed service according to the received original final service result by signing a confirmation of service realisation (Act of Acceptance). SME beneficiary is obliged to send the signed Act of acceptance to R&D service provider to enable the issue of the invoice.

**The R&D service provider** is obliged to quote in his invoice the performed activities in detail and in accordance with his price quotation. R&D service provider is obliged to indicate the following project name and reference '**centrope\_tt / 1CE008P1**' in the text of the invoice. He agrees to send a copy of the invoice to the SME beneficiary for verification.

R&D service provider is obliged to forward the following documents to the Intermediary within 10 days after project realisation, not later than ..... (6 month after Contract date + 10 days):

- the original invoice (addressed to the official name and address of the Intermediary)
- one original exemplar of the final service result report and
- the signed Act of acceptance (signed by SME beneficiary and R&D service provider)

The above mentioned three documents have to be sent to the address of the signing Intermediary by registered courier and an electronic copy by e-mail.

**SME beneficiary** is entitled to the service included in present agreement without own financial contribution. The amount of support can only be spent on the realization of the project marked in point number II. SME beneficiary agrees to execute the project solely for the sake of the accomplishment of the purposes defined in the submitted centrope\_tt application form.

The **Intermediary** is obliged to pay the invoiced activities after having evaluated and confirmed the correctness of invoiced activities according to the original price quotation and invoice of the R&D service provider and the confirmation of service realisation (Act of acceptance) together with the final service results report from the SME beneficiary. Intermediary sends an acceptance via e-mail for the R&D service provider and the SME beneficiary within 15 days if the submitted documents are complete, and within 30 days calculated from the date of this acceptance e-mail Intermediary pays the invoice.

In case the **Intermediary** detects any errors or discrepancies in the contracted service or received invoice, he is obliged to send it back to SME beneficiary and/or R&D service provider, together with a **request for clarification** by quoting an adequate deadline for receipt of the requested information. The **SME beneficiary and/or R&D service provider** is obliged to forward the requested information within the stated time frame. Intermediary can ask for a detailed proof of realised services. Intermediary sends an acceptance via e-mail for the R&D service provider and the SME beneficiary within 15 days if the submitted clarification is complete and within 30 days calculated from the date of this acceptance e-mail Intermediary pays the invoice.

Intermediary transfers the invoice amount –directly to the R&D service provider to the following banking details:

Financial institute:	.....
Address of financial institute	.....
IBAN number	.....
SWIFT code	.....

Intermediary informs SME beneficiary and R&D provider about the payment via e-mail.

The **SME beneficiary and R&D service provider** agrees that in case that the value of the service provided by R&D service provider exceeds the amount of net/gross 5000 Euro, then the remaining amount over the net/gross 5000 Euro will be cleared directly between R&D service provider and SME beneficiary. Regarding the amount exceeding the net/gross 5000 Euro Intermediary does not have any obligations.

For the proof of realised services towards **EU Controlling Authorities** the SME beneficiary and R&D service provider declares with the signing of the current Contract that he preserves all documentation regarding the service given by the R&D service provider until 10 years after realisation of the service. SME beneficiary agrees to enable regional, national and/or international Controlling Authorities to check this documentation on the seat of the SME beneficiary.

SME **beneficiary and R&D service provider** are obliged to inform Intermediary in written without fail, in case of:

- changes of the content, amount and duration of the contracted services
- the realization of the project meets any obstacles from any reasons, or
- it fails or the possibility of the same arises.

Contracting parties note that in case the service's place of performance coincides with the seat of the Intermediary, then R&D service provider will issue his invoice exempt of VAT to the name of Intermediary.

The utilizer of the service (Intermediary) is obliged to the payment of VAT.

#### IV. CONTRACT DURATION

Contracting parties state that the realization of the project lasts 6 months after signing the contract which is: from the day... month..... year 200.. till the day... month..... year 200... . The validity of the current contract and contracted procedures lasts until all obligations are fulfilled and is connected with the duration of the centrope\_tt project.

Departing from this is only possible in absolutely necessary cases, based on Contract modification and with the written approval of the Intermediary.

#### V. MODIFICATION OF THE CONTRACT

The modification of present Contract is only possible by a written proposal of SME beneficiary, R&D service provider or Intermediary to the remaining Contracting parties.

There cannot be any change to the subject of application form / status quo in the moment of cooperation approval from the side of Intermediary.

SME beneficiary or R&D service provider are obliged to initiate the modification of present Contract, if

- VAT deduction right changes;
- the total amount of the project changes;
- any changes happen in any data of the Declarations marked in supplement no. 1 and no. 2 of present Contract, or any data stated when entering into the Contract changes.
- the duration of project realisation changes.

SME beneficiary and R&D provider notes that Intermediary initiates the modification of the Contract in case that respective circumstances arising from the CENTRAL PROGRAMM regulations or the project's realization justifies it.

Each modification has to be approved by the **centrope\_tt project approval committee** of the centrope\_tt project and has to be in line with the eligibility rules of the European Union.

## VI. VIOLATION OF CONTRACT

**Contracting Parties** agree that in case any of the parties violates the Contract, the parties abrogate the Contract with immediate effect in written disclaimer addressed to each other. In this case Intermediary is not obliged to pay the amount of the support and is enabled to reallocate the planned subsidy to another service project with the contribution of the centrope\_tt project approval committee.

In case **the SME beneficiary or R&D service provider** misses to submit documentation within the set deadlines mentioned in point III, the Intermediary is entitled to step back from his financial obligation.

If the R&D service provider realizes the service according to the contract and the SME beneficiary fails to fulfil its obligations the Intermediary is not obliged to pay the service. In this case the **SME beneficiary** must pay for the service from its own resources to the R&D service provider.

## VII. THE PROVISIONS RELATED TO THE UTILIZATION OF THE ASSET CREATED BY THE SUPPORTED SERVICE AND THE ACQUIRED ASSETS TOGETHER, THE OWNERSHIP RIGHT OF THE INTELLECTUAL PROPERTY CREATED RELATED TO THE SUPPORT

The asset created by the supported service or the acquired assets together (hereinafter: assets together), can only be utilized complying with the targets defined in present contract.

The assets together, for 2 years following the acceptance of the documentation of the financial claim, can only be alienated, given out to rent, or can be utilized in any other ways in case of the preliminary written approval of Intermediary and by the transmission of the obligations included in present contract, and in case of their shouldering by the acquirer party.

## VIII. NOTIFICATIONS

**Contracting Parties** state that about the notifications related to the Contract (about the modifications, completions, remarks, standpoints and legally effective Contractual declarations etc. related to the Contract) they will inform the other Contracting party in written, by personal forwarding, sent by registered post, by acknowledgement of receipt post or by fax with acknowledgement, for the addresses and to the persons defined in this Contract.

**Contracting Parties** state that the written declarations addressed to each other, which they have posted as registered, acknowledgement of receipt postal package according to the rules, have to be considered as already communicated and as delivered to the other Party on the date figuring on the acknowledgement of receipt.

**Contracting Parties** oblige themselves to have a person, entitled to receive the postal packages or representative at disposal, continuously during the effect of the Contract under the delivery address they had given. In case of failing in this, addressee cannot make a reference to the lack of the person entitled to the receipt of the postal package or representative, in order to take some advantages. Contracting Parties agree to notify each other in written, without fail, in case of any possible changes of address.

#### IX. SELECTION OF LAW, COMPETENCE

**Contracting Parties** state that regarding the questions not regulated in the Contract and for the explanation of the provisions of the Contract, the law of the Intermediary and within that the provisions of Civil Code are considered to be decisive.

**Contracting Parties** state that they will settle the questions of dispute arising, related to the fulfilment of the Contract, primarily between themselves, in mutual cooperation, by discussions, but in case of unsuccessful agreement, they will subject themselves to the exclusive competence of .....Municipal Court and depending on limit of value and rules of competence to .....County Court.

#### X. OTHER DECREES

**SME beneficiary and the R&D service provider** agrees to notify Intermediary in written, without fail, in case any changes happen to the information given when entering into the Contract or in any of the documents serving as supplements to the Contract.

**Contracting Parties** state that in case of the invalidity of any parts or any provisions of the Contract, they will still consider the parts not involved by the invalidity to be obligatory to themselves, and they will substitute, complete and correct the invalid part, based on the effective legislations and the discussions made between each other, solely in written.

**Contracting Parties** agree on it that any modification of the Contract can happen solely in written, none of the Contracting Parties can effectively make a reference to any orally made modifications or agreements.

**Contracting Parties** state that the expression day, in the lack of other decrees, refers to calendar day, and in case the last day of the deadline falls on a holiday, then the deadline refers to the first working day after this holiday.

**SME beneficiary and R&D service provider** agree to participate in the centrope\_tt voucher survey, including filling in a “expectations questionnaire” when signing the Contract and a “results questionnaire” after project realisation.

For the purpose of communication of best practice projects to a broader public, **SME beneficiary and the R&D service provider** gives the permission that the names of involved parties, the subject of the service, the amount of the support and the place of the realization of the project, can be used by Intermediary .

**Contracting Parties** have read the Contract, they have jointly understood its content and as the same being the full expression of their respective wills, approvingly signed it.

**SUPPLEMENTS:**

1. *Application form*
2. *Price quotation*

Date, on the day.... month..... year 201..

*Signature*

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<p>.....</p> <p><b>SME beneficiary</b></p>	<p>.....</p> <p><b>R&amp;D service provider</b></p>
<p>.....</p> <p><b>Intermediary</b></p>	