

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 Program, functions 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, is the applicant for 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 limited to a maximum of 5000 EUR, in words: 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 shall confirm 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 months after Contract date, not later than by

The Intermediary agrees to prove and pay the agreed R&D services to a net/ gross amount, but limited to a maximum of 5000 EUR, in words: five thousand euros, based on the documentation received 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:

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

The purpose of this European Union project and the present Contract is the regulation and facilitation of 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 by ... (6 months after the Contract date) as result of the service provided.

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 by (6 month after Contract date + 10 days):

- the original invoice (addressed to the official name and address of the Intermediary)
- one original copy 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 support amount 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 shall send 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 Intermediary shall pay the invoice within 30 days calculated from the date of this acceptance e-mail.

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 shall send 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 Intermediary shall pay the invoice within 30 days calculated from the date of this acceptance e-mail.

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

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

For the proof of realised services towards **EU Controlling Authorities** the SME beneficiary and R&D service provider declare with the signing of the current Contract that they shall preserve 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 at the seat of the SME beneficiary.

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

- changes of the content, amount and duration of the contracted services
- realization of the project encountering any obstacles for any reasons, or
- it failing or the possibility of the same arising.

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 shall last 6 months after signing the contract which is: from the day... month..... year 200.. till the day... month..... year 200... . The term of the current contract and contracted procedures shall last until all obligations are fulfilled and shall be connected with the duration of the centrope_tt project.

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

V. AMENDMENT TO THE CONTRACT

Amendment to the present Contract is only possible by a written proposal by 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 amendment to the 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 acknowledge that Intermediary shall initiate amendment to the Contract in case that respective circumstances arising from the CENTRAL PROGRAM regulations or the project's realization justifies this.

Each amendment 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 shall abrogate the Contract with immediate effect in written disclaimer addressed to each other. In this case Intermediary shall not be obliged to pay the amount of the support and shall be entitled 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** fails to submit documentation within the set deadlines mentioned in point III, the Intermediary shall be 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 shall not be 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 utilized in any other ways with the prior written approval of Intermediary and with transmission of the obligations included in present contract, and in case of their accept by the acquirer party.

VIII. NOTIFICATIONS

Contracting Parties state that regarding notifications related to the Contract (about the amendments, completions, remarks, standpoints and legally effective Contractual declarations etc. related to the Contract) they shall inform the other Contracting party in writing by personal delivery, delivery by registered post, post with acknowledgement of receipt or by fax with acknowledgement, to 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, postal package with acknowledgement of receipt 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 available continuously during the term of the Contract at the delivery address they have provided. In case of failing in this, addressee cannot rely on the absence of the person entitled to receipt of the postal package or representative in order to gain any advantages.

Contracting Parties agree to notify each other in writing 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 at the seat of the Intermediary and within that the provisions of the Civil Code shall be considered to be decisive.

Contracting Parties state that they shall 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 shall subject themselves to the exclusive competence ofMunicipal Court and depending on limit of value and rules of competence toCounty Court.

X. OTHER PROVISIONS

SME beneficiary and the R&D service provider agree to notify Intermediary in writing without fail, in case of any changes 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 shall still consider the parts not affected by the invalidity to be binding upon them, and they shall substitute, complete and correct the invalid part, based on the effective legislations and the discussions between each other, exclusively in writing.

Contracting Parties agree that any amendments to the Contract must be made exclusively in writing, and that none of the Contracting Parties can effectively make a reference to any oral amendments or agreements.

Contracting Parties state that the term “day”, unless specified otherwise, refers to the 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 an “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** give 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, they have approvingly signed it.

SUPPLEMENTS:

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

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

Signature

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