

## EU ECO-TANDEM

### Annex II\_The EU ECO-TANDEM Commitment Agreement

This document has the scope to regulate the cooperation framework between the below-mentioned parties (the TANDEMees). The purpose of the EU ECO-TANDEM Commitment Agreement is to agree on the TANDEM creation and the cooperation it entails. The EU ECO-TANDEM Commitment Agreement stands as a legal document that is binding and holds the parties responsible for their commitment or just a partnership agreement.

## 1. PURPOSE OF THE AGREEMENT

### 1.1 Name of the parties involved

#### Small and medium-sized enterprise (SME)

contact information

#### Legal name of the company (SME)

.....  
.....

Address

.....  
.....

Country

.....  
.....

Name (person in charge)

.....  
.....

E-Mail

#### Startup

contact information

#### Legal name of the company (Startup)

.....  
.....

Address

.....  
.....

Country

.....  
.....

Name (person in charge)

.....  
.....

E-Mail

.....	.....
.....	.....
Phone	Phone
.....	.....
.....	.....

## 1.2. Brief description of the scope of work.

**In the framework of the Call for Participation and the selection of the 2 parties hereinafter, the parties have agreed and accepted to cooperate together according to the TANDEM™ methodology and scheme.**

The parties commit to developing a plan of action which will be elaborated after the celebration of the matchmaking event in \_\_\_\_\_ (*indicate here the place and date; if virtual, the platform name and the date*). The parties in TANDEM will therefore work on a common plan according to the “Plan of Action” template (Annex IV) attached, to be submitted to the online platform Good Grants as indicated in the “Call for Participation”, due by 45 days from the date the present document is signed.

## 1.3. Financial obligations of each party

The TANDEMEEs, if selected for funding, acknowledge and confirm that the submission of the “Plan of Action” will not determine a financial obligation from the EU ECO-TANDEM Consortium. The funding will be granted based on the evaluation of the High Level Advisory Board members as stated in the Call for Participation.

## 1.4. Agreement sign due date

The parties are requested to sign the present document by September, 16th 2022.

# 2. DESCRIPTION OF PARTIES RESPONSIBILITIES, COMMITMENT AND SUPPORT

## 2.1 Parties Responsibilities

The parties agree to submit the “Plan of Action” they will be elaborating together in 45 days via the Good Grants online platform.

## 2.2 Declaration and obligations of the parties

Parties must respect the following declarations and obligations:

- I. Declare not having received funding from other public entities for the same costs;
- II. Declare not having received financial support under other Call for Proposals under GRO/SME/19/C/077 projects: CEnTOUR, TouriSME, ETGG2030, Sustour;
- III. Declare to comply to the obligations to submit to reports;
- IV. Are obliged to keep records and other supporting documentation related to claimed costs for at least 5 years;

- V. Declare not being a company in difficulty (according to the point 14 of the Commission Regulation (EU) No 651/2014 of 17 June 2014);
- VI. Declare to be operating in one of the registered Business Activities listed in the *Call for Participation*;
- VII. Declare not falling into any of the exclusion criteria for participation in the *Call for Participation*;
- VIII. Declare not falling in conflict of interest, and/or – in particular as provided by the Call for selections, art. A.6.1. Obligations to avoid a conflict of interests – not having at the time of Call publication, any of the Consortium partners playing as part of the organisational structure, and/or as a shareholder participating in the actual declaring entity's capital.
- IX. Declare be compliant to the prompt responsibility on accuracy and veracity of data and documents submitted or shared, and with all the conditions and obligations laid down in the *Call for Participation*;
- X. Declare not been declared bankrupt or have initiated bankruptcy procedures;
- XI. Declare not being a matter of the convictions for fraudulent behaviour or other financial irregularities, unethical or illegal business practices;
- XII. Declare not being under liquidation or an enterprise under difficulty according to the Commission Regulation No 651/2014 art. 2.18.)
- XIII. Declare to permit the ECO-TANDEM Consortium partners to process the data for management and statistical purposes only (including publishing of general information) even through digital devices in compliance with the security and privacy within the law. Data processing by EU ECO-TANDEM Programme initiative. Consortium Partners will be made by the provisions of Regulation (EU) 2016/679 and the subsequent transposing laws (jointly, the "GDPR");

### 2.3 Data Sharing and IP management

Any personal data under the *Call for Participation* and provided in any of the documents or forms on to the Good Grants online platform will be processed by each Consortium partner, in compliance with article 13 of EU Regulation 2016/679. In the forms, filled in by the parties, the Consortium will indicate specific information about Personal Data responsibilities and roles of each national partner. Information or facilities supplied to any applicant will be equally available to all. All invoices and accounting documents must be in the name of the third-party beneficiary company contribution. The third-party beneficiaries must process personal data under the agreement in compliance with applicable EU and national law on data protection (including authorisations or notification requirements). The parties may grant their personnel access only to data that is strictly necessary for implementing, managing and monitoring the agreements. The parties must inform the person whose personal data are collected and processed by the Consortium. For this purpose, they must provide them with the Consortium privacy statement, before transmitting their data to the Consortium.

### **3. FINANCIAL RESPONSIBILITY/REPORTING**

#### **3.1 LIABILITY OF THE THIRD PARTY BENEFICIARIES**

Except in the case of force majeure, the parties awarded with the funding (vouchers) will be responsible of reporting their costs, in full compliance with the TANDEM Financial Agreement (Annex III).

The contribution is reduced, rejected or revoked by the Consortium in the following cases:

- I. the reporting of the Plan of Action along with the use of funds and claiming of costs was submitted after the deadline posed by the Consortium;
- II. the implemented activities do not comply with quality standards required by the Consortium and set in each TANDEM Financial Agreement;
- III. reporting does not comply with the requirements set.

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 funds concerning the eligible costs;
- compliance with the obligations laid down in the call;
- the truthfulness of the declarations and information produced
- by the third-party beneficiary (EU tourism SME; EU tourism startup).

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### **4. DURATION**

#### **4.1 Overall Terms**

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT: This Commitment shall set forth the terms of agreements, whether oral or written, express or implied, related to the subject matter hereof. This Commitment is entered into without reliance upon any promise, warranty or representation, written or oral, express or implied, other than those expressly contained herein, and it supersedes any other such promises, warranties, representations or agreements.

If any provision of this Commitment Agreement is determined to be invalid or unenforceable, in whole or in part, this determination will not affect any other provision of this Agreement, which will remain in full force and effect.

This Agreement will be construed and interpreted in accordance with the laws of the European Union, without reference to the choice of law provisions thereof.

#### **4.2 Changes**

This document can be changed only if both parties agree upon the specific modification.

#### **4.3 Termination**

In case of withdrawal of one of the two parties from the TANDEM before hand, this commitment automatically terminates between both parties. Thus, the TANDEM is no longer considered for the further course of the project.

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## 5. EFFECTIVE DATE AND SIGNATURE

This EU ECO-TANDEM Commitment Agreement shall be effective upon the signature of parties authorised Legal Representatives. It shall be in force from \_\_\_\_\_ to the date the Matchmaking events will be celebrated. Parties indicate their agreement and compliance with this EU ECO-TANDEM Commitment Agreement by their signatures.

\_\_\_\_\_

### Party A (SME)

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Party A \_\_\_\_\_  
Date \_\_\_\_\_

### PARTY (B) Start-up

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Party B \_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_

## SIGNATURE OF THE EU ECO-TANDEM COMMITMENT

### *Person in charge - Small and medium-sized enterprise (SME)*

\_\_\_\_\_  
*Place, Date*

\_\_\_\_\_  
*Signature (blue ink, handwriting)*

### *Person in charge - Start-up*

\_\_\_\_\_  
*Place, Date*

\_\_\_\_\_  
*Signature (blue ink, handwriting)*

\_\_\_\_\_



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