

FINANCIAL SUPPORT TO THIRD PARTIES

MODEL OF CONTRACT

CONTRACT N°: [INSERT THE ID OF THE PROJECT]

TITLE OF THE ACTION: [INSERT NAME OF THE PROJECT]

PREAMBLE

INOVA+ Innovation Services, S.A. (hereinafter referred to as "the Coordinator"), leader of the consortium of the project "LIVEMX – Upholding competitiveness, innovation, and diversity of Europe's music sector" (Grant Agreement Number 101122478¹), represented for the purposes of signature of this Contract by [to be completed],

on the one part,

and

[please insert full official name]

[please insert official legal status or form]

[please insert official registration No]

[please insert the official address in full]

[please insert VAT number],

hereinafter referred to as "the Beneficiary", represented for the purposes of signature of this Contract by function, forename and surname

on the other part,

HAVE AGREED to the terms of this Contract, which shall rule the relations between the parties and that is formed by PART I – General Conditions and PART II – Annexes, referring to the Description of the Action and Budget (Annex 1) and Model of Final Report and Financial Statement (Annex 2). The terms set out in the General Conditions shall take precedence over those set out in the Annexes.

¹ Co-funded by the European Education and Culture Executive Agency under the call CREA-CULT-2022-MME (Music Moves Europe).

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PART I – GENERAL CONDITIONS

1. Subject of the Contract

This Contract sets out the rights and obligations and terms and conditions applicable to the grant awarded by the project LIVEMX for the implementation of the action [insert the ID of the project] – “[insert name of the project]”, under the terms set out in the call LIVEMX – 1st Open Call for Projects.

By signing the Contract, the Beneficiary accepts the grant and agrees to implement the action, acting on his/her/their responsibility.

2. Entry into force and implementation period of the Contract

The grant is awarded for the action, as described in Annex 1 – Description of the Action and Budget.

The action runs for [select one of the options: 10 months, 11 months, 12 months] starting on a fixed date [select one of the options: 1st of March 2024; 1st of April 2024, 1st of May 2024], when the Contract enters into force.

3. Form of grant, maximum amount, and budget flexibility

The grant takes the form of a lump sum grant linked to the completion of work. The Beneficiary will receive the lump sum approved and set out in this Contract as far as the costs are eligible and the Final Report and Financial Statement (Models provided in Annex 2) are approved.

Eligible costs can be reimbursed up to the maximum amount of the grant, which is [select the applicable option: EUR 60 000, EUR 40 000, EUR 20 000]. The estimated budget for the action is set out in Annex 1. It contains the estimated eligible costs for the action, broken down by budget category.

Budget flexibility does not apply. Changes to the estimated budget (lump sum breakdown by category) always require an amendment. Amendments for transfers between budget categories are moreover possible only if the transfers are justified by the technical implementation of the action.

4. Eligible and ineligible costs

In order to be eligible, the costs:

- must be set out in the Budget of the Action (Annex 1);
- must relate to work properly implemented by the Beneficiary in accordance with the Description of the Action (Annex 1), during the eligibility period stated in this Contract;

Costs will be calculated on the basis of the amounts set out in Annex 1 and taking into consideration the level of completion of the Action, as demonstrated by records and supporting documents (i.e., the Final Report and Financial Statement). The Beneficiary does not need to identify the actual eligible costs covered or to provide additional supporting documents (such as accounting statements), to prove the amount declared as a lump sum.

Costs are ineligible if:

- they do not comply with the conditions set out above;
- they refer to activities already funded under other EU grants (no double EU funding).

If the Beneficiary declares ineligible costs, they will be rejected.

5. Obligations of the Beneficiary

The Beneficiary, as a signatory of the Contract, is fully responsible for implementing the Contract and for complying with all its obligations. He/She/They must implement the Contract to their best abilities, in good faith and in accordance with all the obligations and terms and conditions it sets out.

He/She/They must:

- monitor that the action is properly implemented;
- act as the intermediary for all communications with the Coordinator;
- request and review any documents or information required and verify their quality and completeness before passing them on to the Coordinator;
- draw up the request for payment in accordance with the Contract
- submit the Final Report and Financial Statement to the Coordinator.

The Beneficiary must provide any information requested in order to verify the eligibility of the lump sum declared, proper implementation of the action and compliance with the other obligations under the Contract. The information provided must be accurate, precise and complete, and in the format requested.

The beneficiaries (and their action) must remain eligible for the entire duration of the action. Lump sum contributions will be eligible only as long as the beneficiary and the action are eligible.

In case of the involvement of subcontractors, the Beneficiary must ensure compliance with their contractual obligations under the articles related to the proper implementation (6), conflict of interest (7), confidentiality and security (8), ethics and values (9), dissemination and visibility (12), information (13) and recordkeeping (14).

6. Proper implementation of the action

The Beneficiary must have the appropriate resources to implement the action as described in Annex 1 and in compliance with the provisions of the Contract, the call conditions and all legal obligations under applicable EU, international and national law. If He/She/They breaches any of its obligations, the grant may be reduced.

7. Conflict of interests

The Beneficiary must take all measures to prevent any situation where the impartial and objective implementation of the Contract could be compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect interest ('conflict of interests).

He/She/They must formally notify the Coordinator without delay of any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation. The Coordinator may verify that the measures taken are appropriate and may require additional measures to

be taken by a specified deadline. If He/She/They breaches any of its obligations, the grant may be reduced or terminated.

8. Confidentiality and security

During the implementation of the action and for five years after the payment of the balance (final payment), the parties must treat with confidentiality any confidential information and documents. The parties must handle classified information in accordance with the applicable EU, international or national law on classified information (in particular, Decision 2015/444 and its implementing rules).

The parties may only use confidential information and documents for a reason other than to fulfil their obligations under the Contract if they have first obtained the prior written agreement of the other party.

The Beneficiary may disclose sensitive information to their personnel or other participants involved in the action only if he/she/they need to know it in order to implement the Contract and are bound by an obligation of confidentiality.

The confidentiality obligations no longer apply if:

- the disclosing party agrees to release the other party;
- the information becomes publicly available, without breaching any confidentiality obligation;
- the disclosure of sensitive information is required by EU, international or national law.

9. Ethics and values

The action must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles.

The Beneficiary must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).

If He/She/They breaches any of its obligations, the grant may be reduced.

10. Data protection

Any personal data under the Contract will be processed under the responsibility of the data controller of the Coordinator in accordance with and for the purposes set out in the [Data Protection Terms](#) of the LIVEMX project. Such data will be processed pursuant to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons concerning the processing of personal data and on the free movement of such data.

The Beneficiary must process personal data under the Contract in compliance with the applicable EU, international and national law on data protection (in particular, Regulation 2016/67919). He/She/They must ensure that personal data is:

- processed lawfully, fairly and in a transparent manner in relation to the data subjects;
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- accurate and, where necessary, kept up to date;

- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data is processed and;
- processed in a manner that ensures appropriate security of the data.

The Beneficiary may grant her/his/their personnel access to personal data only if it is strictly necessary for implementing, managing and monitoring the Contract, but must ensure that the personnel is under a confidentiality obligation. The Beneficiary must ensure that the personnel is under a confidentiality obligation. He/She/They must inform the persons whose data are transferred to the Coordinator and provide them with the Portal Privacy Statement.

If He/She/They breaches any of its obligations, the grant may be reduced.

11. Intellectual Property Rights

The Beneficiary must inform the Coordinator about background data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that is held by the beneficiaries before they acceded to the Contract and needed to implement the action or exploit the results. If the background is subject to the rights of a third party, the Beneficiary must ensure that it is able to comply with its obligations under the Contract.

The Coordinator does not obtain ownership of the results produced under the action. 'Results' means any tangible or intangible effect of the action, such as data, know-how or information, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights.

The Coordinator has the right to use non-sensitive information relating to the action and materials and documents received from the beneficiaries (notable summaries for publication, deliverables, as well as any other material, such as pictures or audio-visual material, in paper or electronic form) for policy, information, communication, dissemination and publicity purposes during the action or afterwards.

If He/She/They breaches any of its obligations, the grant may be reduced.

12. Dissemination and visibility

The Beneficiary must promote the action and its results by providing targeted information to multiple audiences (including the media and the public), in accordance with the Description of the Action (Annex 1) and in a strategic, coherent and effective manner.

Communication activities of the Beneficiary related to the action (including media relations, conferences, seminars, information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via traditional or social media, etc.), dissemination activities and any equipment, supplies or major result funded by the grant must acknowledge the EU support and display the European flag (emblem), funding statement (translated into local languages, where appropriate) and must indicate that it reflects only the author's view; and that the Commission is not responsible for any use that may be made of the information it contains:

"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 and therefore the European Union cannot be held responsible for them."

Where appropriate, they should also use LIVEMX visuals, in line with the Guidelines provided by the Coordinator.

When displayed in association with another logo, the European Union emblem must have appropriate prominence.

The obligation to display the European Union emblem does not confer on the beneficiaries a right of exclusive use. The beneficiaries may not appropriate the European Union emblem or any similar trademark or logo, either by registration or by any other means.

If He/She/They breaches any of its obligations, the grant may be reduced.

13. Information

The beneficiaries must provide during the action or afterwards (for a period of 5 years) any information requested in order to verify the eligibility of the lump sum contributions declared, proper implementation of the action and compliance with the other obligations under the Contract.

The information provided must be accurate, precise and complete and in the format requested.

The Beneficiary must immediately inform the Coordinator of events which are likely to affect or delay the implementation of the action or affect the EU's financial interests (in particular, he/she/they must inform the Coordinator of any change in the name, address, or legal representative of the Beneficiary; any change in the legal, financial, technical, organisational or ownership situation of the Beneficiary; or any change regarding the exclusion and circumstances affecting the decision to award the grant or compliance with requirements under the Contract.

If He/She/They breaches any of its obligations, the grant may be reduced.

14. Record-keeping

The Beneficiary must (at least for 5 years) keep records and other supporting documents to prove the proper implementation of the action (proper implementation of the work and/or achievement of the results as described in Annex 1) in line with the accepted standards in the respective field (if any). The Beneficiary does not need to keep specific records on the actual costs incurred.

If the Beneficiary breaches its obligations, lump sum contributions insufficiently substantiated will be ineligible and will be rejected, and the grant may be reduced.

15. Reporting

The Beneficiary must submit a Final Report and Financial Statement at the latest 30 days after the conclusion of the project, i.e., after the eligibility period ends. This report, to be submitted in the provided template (Annex 2) is composed of two sections: 1) the technical part includes an overview of the action implementation, which must reflect the proper implementation of the action, in line with Annex 1; 2) the financial part includes the statement on the costs, in line with the Budget of the Action (Annex 1) or, when applicable, approved amendment(s). These documents must be prepared in English and drafted in Euro.

The Coordinator may terminate the Contract and may reduce the grant if the Beneficiary does not submit a request for payment of the balance (final payment) accompanied by the documents requested within 30 calendar days following the end of the corresponding reporting period and still fails to submit such a request within further 30 calendar days following a written reminder sent by the Coordinator.

If the Beneficiary has general accounts in a currency other than the euro must convert costs incurred in another currency into euros at the average of the daily exchange rates published in the C series of the Official Journal of the European Union, determined over the corresponding reporting period (available at

<http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>). If no daily euro exchange rate is published in the Official Journal of the European Union for the currency in question, conversion must be made at the average of the monthly accounting rates established by the Commission and published on its website (http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/infoeuro_en.cfm), determined over the corresponding reporting period. If the Beneficiary has general accounts in euros must convert costs incurred in another currency into euros following he/she/they usual accounting practices.

By signing the Final Report and Financial Statement, the Beneficiary confirms that:

- the information provided is complete, reliable and true;
- the lump sum declared is eligible (in particular, the work has been completed, that the work has been properly implemented and/or the results were achieved in accordance with Annex 1);
- the proper implementation and/or achievement can be substantiated by adequate records and supporting documents.

The Beneficiary must certify that the information provided in the request for payment of the balance is in full, reliable and true. He/She/They must also certify that the costs incurred can be considered eligible in accordance with the Contract and that the payment request is substantiated by adequate supporting documents.

In addition, the Beneficiary must certify that all the revenues generated by the action have been declared.

The Beneficiary may exceptionally also declare partial lump sum contributions for activities that were not completed (e.g. due to force majeure or technical impossibility). Lump sum contributions which are not declared in a financial statement will not be taken into account by the Coordinator.

16. Payments and costs with transfers

Upon entry into force of the Contract, a pre-financing payment of 70% of the maximum amount specified in Article 3 shall be paid to the Beneficiary. This advance payment will be paid no later than 30 days from entry into force.

The balance (final payment) shall be paid to the Beneficiary subject to the receipt of the Final Report and Financial Statement, in compliance with the Model provided in Annex 2. The final payment is triggered upon the submission and approval of these documents which must be sent no later than 30 days after the conclusion of the eligibility period set in this Contract. The time limit for the Coordinator to make payment, after the approval of the Report is 30 days.

The payment of the balance reimburses or covers the remaining part of the eligible contribution for the implementation of the action up to the maximum grant set in the Contract.

The Coordinator determines the amount due as the balance by deducting the total amount of advance payment from the final amount of the grant determined at the balance. If the total amount of the advance payment is higher than the final amount of the grant determined at the balance, the payment of the balance takes the form of recovery. If the total amount of the advance payment is lower than the final amount of the grant determined at the balance, the Coordinator must pay the balance within 30 calendar days from when it approves the Final Report and Financial Statement. Payment is subject to the approval of the Report. The approval does not imply recognition of the compliance, authenticity, completeness or correctness of their content.

The final amount of the grant depends on the extent to which the action has been implemented in accordance with the terms of the Contract. The final amount of the grant is calculated by the Coordinator at the time of the payment of the balance.

The Coordinator will consider the lump sum contribution approved and take into account grant reductions (if any). The resulting amount is the 'total accepted EU contribution'. The balance (final payment) is then calculated by deducting the total amount of pre-financing and interim payments already made (if any), from the final grant amount:

*{final grant amount
minus
{prefinancing and interim payments made (if any)}}.*

If the balance is positive, it will be paid to the Beneficiary.

Recoveries will be made if at beneficiary termination, final payment or afterwards it turns out that the Coordinator has paid too much and needs to recover the amounts undue.

All payments shall be made to the Beneficiary's bank account, denominated in Euro, as indicated below:

Name of bank: [please complete]

Address of branch: [please complete]

Precise denomination of the account holder: [please complete]

Full account number (including bank codes): [please complete]

IBAN code: [please complete]

The cost of payment transfers will be borne as follows:

- the Coordinator bears the cost of transfers charged by its bank;
- the Beneficiary bears the cost of transfers charged by its bank;
- the party causing a repetition of a transfer bears all costs of the repeated transfer.

17. Rejections and grant reduction

The Coordinator will at final payment reject any lump sum contributions which are ineligible.

If the rejection does not lead to a recovery, the Coordinator will formally notify the Beneficiary concerned of the rejection, the amounts and the reasons why. The Beneficiary may — within 30 days of receiving notification — submit observations if he/she/they disagrees with the rejection. If the rejection leads to a recovery, the Coordinator will follow a contradictory procedure with a pre-information letter.

If the Coordinator rejects lump sum contributions, it will deduct them from the contributions declared and then calculate the amount due (and, if needed, make a recovery).

The Coordinator may — at beneficiary termination or final payment— reduce the grant for a Beneficiary, if:

- the Beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed substantial errors, irregularities or fraud or serious breach of obligations under this Contract or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.), or
- the Beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant.

The amount of the reduction will be calculated and proportionate to the seriousness and the duration of the errors, irregularities or fraud or breach of obligations, by applying an individual reduction rate to their accepted EU contribution.

If the grant reduction does not lead to a recovery, the Coordinator will formally notify the Beneficiary concerned of the reduction, the amount to be reduced and the reasons why. The Beneficiary may — within 30 days of receiving notification — submit observations if he/she/they disagrees with the reduction. If the reduction leads to a recovery, the Coordinator will follow a contradictory procedure with a pre-information letter.

If the Coordinator reduces the grant, it will deduct the reduction and then calculate the amount due (and, if needed, make a recovery).

18. Liability for damages

Except in cases of *force majeure*, the Beneficiary must compensate the Coordinator 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 Contract.

19. Force majeure

A party prevented by force majeure from fulfilling its obligations under the Contract cannot be considered in breach of them. '*Force majeure*' means any situation or event that: prevents either party from fulfilling their obligations under the Contract, was unforeseeable, exceptional situation and beyond the parties' control, was not due to error or negligence on their part (or on the part of other participants involved in the action), and proves to be inevitable in spite of exercising all due diligence.

Any situation constituting *force majeure* must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects.

The parties must immediately take all the necessary steps to limit any damage due to *force majeure* and do their best to resume implementation of the action as soon as possible.

20. Suspension of the implementation of the action

The Beneficiary may suspend the implementation of the action or any part of it, if exceptional circumstances make such implementation impossible or excessively difficult, in particular in the event of *force majeure*.

The Beneficiary must immediately inform the Coordinator, stating the reasons for the suspension, including details about the date or period when the exceptional circumstances occurred; and the expected date of resumption.

Once the circumstances allow the Beneficiary to resume implementing the action, the Beneficiary must inform the Coordinator immediately and present a request for amendment of the Contract. This obligation does not apply if the Contract or the participation of the Beneficiary is terminated.

The Coordinator may suspend the implementation of the action or any part thereof:

- if the Coordinator has evidence that the Beneficiary has committed irregularities, fraud or breach of obligations in the award procedure or while implementing the Contract;
- if the Coordinator has evidence that the Beneficiary has committed systemic or recurrent irregularities, fraud or serious breach of obligations in other grants funded by the Union or the

European Atomic Energy Community ('Euratom') awarded to the beneficiary under similar conditions and the irregularities, fraud or breach of obligations have a material impact on this grant; or

- if the Coordinator suspects irregularities, fraud or breach of obligations committed by the Beneficiary in the award procedure or while implementing the Contract and needs to verify whether they have actually occurred.

Before suspending the implementation of the action, the Coordinator must send a formal notification to the Beneficiary informing he/she/they of its intention to suspend the implementation; the reasons for suspension; and the necessary conditions for resuming the implementation as well as inviting he/she/they to submit observations within 30 calendar days of receiving the formal notification.

If the Coordinator does not receive observations or decides to pursue the procedure despite the observations it has received, it must send a formal notification to the Beneficiary informing he/she/they of the suspension of the implementation; the reasons for suspension; and the final conditions for resuming the implementation or the indicative date of completion of the necessary verification.

The suspension takes effect five calendar days after the formal notification is received by the Beneficiary or on a later date specified in the formal notification.

Otherwise, the Coordinator must send a formal notification to the Beneficiary informing he/she/they that it is not continuing the suspension procedure.

In order to resume the implementation, the Beneficiary must meet the notified conditions as soon as possible and must inform the Coordinator of any progress made. If the conditions for resuming the implementation are met or the necessary verifications are carried out, the Coordinator must send a formal notification to the Beneficiary informing he/she/they that the conditions for lifting the suspension are met; and requiring he/she/they to present a request for amendment of the Contract. This obligation does not apply if the Contract or the participation of the Beneficiary is terminated.

If the implementation of the action can be resumed and the Contract has not been terminated, an amendment to the Contract must be made in order to set the date on which the action is to be resumed; extend the duration of the action; and make other changes necessary to adapt the action to the new situation.

The suspension is lifted with effect from the resumption date set out in the amendment. This date may be before the date on which the amendment enters into force.

Costs incurred during the period of suspension that relates to the implementation of the suspended action or the suspended part of it may not be reimbursed or covered by the grant.

Suspending implementation of the action does not affect the Coordinator's right to terminate the Contract or to terminate the participation of the Beneficiary, reduce the grant or recover amounts unduly paid.

Neither party may claim damages due to suspension by the other party.

21. Suspension of payments

The Coordinator may at any moment suspend, in whole or in part, the pre-financing payment or the payment of the balance for the Beneficiary:

- if the Coordinator has evidence that the Beneficiary has committed irregularities, fraud or breach of obligations in the award procedure or while implementing the Contract;
- if the Coordinator has evidence that the Beneficiary has committed systemic or recurrent irregularities, fraud or serious breach of obligations in other grants funded by the Union or the

European Atomic Energy Community ('Euratom') awarded to the beneficiary under similar conditions and such irregularities, fraud or breach of obligations have a material impact on this grant; or

- if the Coordinator suspects irregularities, fraud or breach of obligations committed by the Beneficiary in the award procedure or while implementing the Contract and needs to verify whether they have actually occurred.

Before suspending payments, the Coordinator must send a formal notification to the Beneficiary informing he/she/they of its intention to suspend payments; the reasons for suspension; and, when applicable, the conditions that need to be met for payments to resume; inviting he/she/they to submit observations within 30 calendar days of receiving the formal notification.

If the Coordinator does not receive observations or decides to pursue the procedure despite the observations it has received, it must send a formal notification to the Beneficiary informing he/she/they of the suspension of payments; the reasons for suspension; the final conditions under which payments may resume; and, when applicable, the indicative date of completion of the necessary verification.

The suspension takes effect on the day the Coordinator sends formal notification of suspension.

Otherwise, the Coordinator must send a formal notification to the Beneficiary informing he/she/they that it is not continuing with the suspension procedure.

During the period of suspension of payments, the Beneficiary is not entitled to submit any request for payments and supporting documents. The corresponding request for payments and supporting documents may be submitted as soon as possible after the resumption of payments or may be included in the first request for payment due following the resumption of payments.

The suspension of payments does not affect the right of the Coordinator to suspend the implementation of the action or to terminate the Contract.

In order for the Coordinator to resume payments, the Beneficiary must meet the notified conditions as soon as possible and must inform the Coordinator of any progress made. If the conditions for resuming payments are met, the suspension will be lifted. The Coordinator will send a formal notification to the Beneficiary informing he/she/they of this.

22. Termination of the Contract

The Beneficiary may terminate the Contract. He/She/They must send a formal notification of termination to the Coordinator, stating the reasons for termination; and the date on which the termination takes effect. This date must be set after the formal notification. If the Beneficiary does not state the reasons for the termination or if the Coordinator considers that the reasons do not justify termination, the Contract is considered to have been terminated improperly.

The termination takes effect on the day specified in the formal notification.

The Coordinator may terminate the Contract if:

- a change to the Beneficiary's legal, financial, technical, organisational or ownership situation is likely to affect the implementation of the Contract substantially or calls into question the decision to award the grant, or a change regarding the exclusion situations;
- the Beneficiary, any related person or any natural person who is essential for the award or for the implementation of the Contract has committed serious breach of obligations, including improper implementation of the action as described in Annex I;

- the implementation of the action is prevented or suspended due to *force majeure* or exceptional circumstances and either resumption is impossible, or the necessary changes to the Contract would call into question the decision awarding the grant or be contrary to the equal treatment of applicants;
- the Beneficiary or the natural or legal person that assumes unlimited liability for the debts of that beneficiary is declared bankrupt, is subject to insolvency or winding-up procedures, its assets are being administered by a liquidator or by a Court, has entered into an agreement with creditors, has suspended business activities or is in any analogous situation arising from a similar procedure provided for under the Union or national law; is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;
- The Beneficiary or any related person or any natural person who is essential for the award or for the implementation of the Contract has committed: grave professional misconduct proven by any means; fraud; corruption; conduct related to criminal organisations; money laundering; terrorism-related crimes (including terrorism financing); child labour or other offences concerning trafficking of human beings;
- the Coordinator has evidence that a Beneficiary or any related person or any natural person who is essential for the award or for the implementation of the Contract has committed irregularities, fraud or breach of obligations in the award procedure or while implementing the Contract, including if that Beneficiary, related person or natural person has submitted false information or failed to provide required information;
- the Coordinator has evidence that a Beneficiary has committed systemic or recurrent irregularities, fraud or serious breach of obligations in other Union or Euratom grants awarded to it under similar conditions and such irregularities, fraud or breach of obligations have a material impact on this grant;
- the Beneficiary or any related person or any natural person who is essential for the award or for the implementation of the Contract has created an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business;
- the Beneficiary or any related person or any natural person who is essential for the award or for the implementation of the Contract has been created with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business).

Before terminating the Contract or participation of the Beneficiary, the Coordinator must send a *formal notification* informing he/she/it of its intention to terminate; the reasons for termination; and requiring he/she/they, within 30 calendar days of receiving the formal notification: to submit observations and if applicable to inform the Coordinator of the measures to ensure compliance with the obligations under the Contract.

If the Coordinator does not receive observations or decides to pursue the procedure despite the observations it has received, it will send a formal notification to the Beneficiary informing he/she/they of the termination and the date on which it takes effect. Otherwise, the Coordinator must send a formal notification to the Beneficiary informing he/she/they that the termination procedure is not continued.

The termination takes effect on the day specified in the formal notification of termination.

Within 30 calendar days from the day on which the termination takes effect, the Beneficiary must submit a request for payment of the balance.

If the Coordinator does not receive the request for payment of the balance by the above deadline, only costs which are included in an approved technical report and, where relevant, in an approved financial statement, are covered by the grant.

If the Contract is terminated by the Coordinator because the Beneficiary has breached its obligation to submit the request for payment, the Beneficiary may not submit any request for payment after termination. The Coordinator calculates the final grant amount and the balance on the basis of the report submitted. Only activities undertaken before the date when the termination takes effect or the end date of the implementation period, whichever is the earliest, must be taken into account.

The Coordinator may reduce the grant in case of improper termination of the Contract by the Beneficiary or termination of the Contract by the Coordinator on any of the grounds set out in this Article.

Neither party may claim damages on the grounds that the other party terminated the Contract.

After termination, the Beneficiary's obligations continue to apply.

23. Amendment

Any amendment to the Contract must be made in writing. An amendment may not have the purpose or the effect of making changes to the Contract which would call into question the decision awarding the grant or be contrary to the equal treatment of applicants.

Any request for amendment must:

- be duly justified;
- be accompanied by appropriate supporting documents; and
- be sent to the other party in due time before it is due to take effect and in any case one month before the end of the implementation period.

The last point does not apply in cases duly substantiated by the party requesting the amendment if the other party agrees.

A request for amendment must be submitted by the Coordinator and will enter into force on the date on which the last party signs or on the date of approval of the request for amendment. Amendments take effect on a date agreed by the parties or, in the absence of such an agreed date, on the date on which the amendment enters into force.

24. Communication details of the parties

Any communication relating to the Contract or to its implementation must:

- be made in writing (in paper or electronic form);
- bear the number of the Contract; and
- be made using the communication details identified in this Article.

Any communication addressed to the Coordinator must be sent to the following address:

ATT: LIVEMX PROJECT

INOVA+ Innovation Services SA

Centro de Inovação de Matosinhos, Rua Dr. Afonso Cordeiro, 567

4450-309 – Matosinhos, Portugal

Email address: general@livemx.eu

Any communication from LIVEMX to the Beneficiary must be sent to the following address:

[Please insert the full name of the legal representative or project manager]

[Please insert the name of the entity]

[Please insert the full official address]

Email address: [please complete]

Any communication is considered to have been made when the receiving party receives it unless the Contract states that communication is considered to have been made on the date when the communication was sent.

Email is considered to have been received by the receiving party on the day of dispatch of that email, provided that it is sent to the email address indicated in this Article. The sending party must be able to prove the date of dispatch. If the sending party receives a non-delivery report, it must make every effort to ensure that the other party actually receives the communication by email or mail. In such a case, the sending party is not held in breach of its obligation to send such communication within a specified deadline.

Mail sent to the Coordinator using the postal or courier services is considered to have been received by the Coordinator on the date on which it is registered by the department identified in this Article.

Formal notifications are considered to have been received by the receiving party on the date of receipt indicated in the proof received by the sending party that the message was delivered to the specified recipient.

25. Applicable law

The Contract is governed by its terms, the Union law applicable, and, on a subsidiary basis, by the law of Portugal.

SIGNATURES

For the Beneficiary

[Insert forename, surname and function]

For the LIVEMX Coordinator

[Insert forename, surname and function]

Done at [insert date DD/MM/YYYY] on [insert city and country]

PART II – ANNEXES

ANNEX 1 – DESCRIPTION AND BUDGET OF THE ACTION

DO NOT COPY

ANNEX 2 – MODEL FOR THE FINAL REPORT AND FINANCIAL STATEMENT

This Model for the Final report is a draft version and can be eventually updated to incorporate small changes.

TECHNICAL PART

Contract n°: [insert the ID of the project]

Title of the action: [insert name of the project]

Total duration: [select one of the options: 10 months, 11 months, 12 months]

Starting date: [select one of the options: 1st of March 2024; 1st of April 2024, 1st of May 2024]

Fixed grant of the project: [select the applicable option: EUR 60 000, EUR 40 000, EUR 20 000]

Name of the Beneficiary: [insert name of the Beneficiary]

Legal representative: [insert forename, surname, function]

The Beneficiary hereby confirms that the information provided is complete, reliable and true; the lump sum costs are eligible (in particular, the tasks have been completed and the work has been properly implemented and/or the results were achieved); the proper implementation of the action/achievement of the results can be substantiated by adequate records and supporting documentation that will be produced upon request.

[signature of the legal representative]

Done at [insert date DD/MM/YYYY] on [insert city and country]

Project Summary for publication

The summary for publication must be drafted as a "stand-alone" text. No references should be made to other parts of the report. This part must not contain any confidential or personal data (e.g. names and addresses). References can be made only to publicly available information.

It should preferably not exceed one page of a text document.

Context and overall objectives

Describe the context and overall objectives of your project clarifying the motivation behind the project and its alignment with LIVEMX.

It should preferably not exceed one page of a text document.

Work performed and main achievements

Describe the activities performed and the main achievements. Please focus only on the technical part and include the outcomes and of the project actions. Identify the problems encountered, solutions found and their effects on the outcomes achieved.

It should preferably not exceed three pages of a text document.

Results beyond the state-of-the-art

Describe results and potential impacts indicatively and identify, if applicable, key needs to ensure further uptake and success. Include an overview of the results.

It should preferably not exceed two pages of a text document.

Communication and dissemination

Describe the communication and dissemination activities, materials and outreach achieved.

It should preferably not exceed one page of a text document.

Recommendations

Indicate what are your main recommendations/ messages based on your participation in the LIVEMX project and the outcomes of your action.

It should preferably not exceed one page of a text document.

FINANCIAL PART

This Model of the Financial Statement is a draft version and can be eventually updated to incorporate small changes.

Level of completeness of the action

Complete the table and justify the status of completion realized using as a basis the Description of the Action and Final Report.

Task/Activity	Level of completeness		
	Completed	Partially completed	Not completed
[Identify Task/Activity]			
[Identify Task/Activity]			
[Identify Task/Activity]			

It should preferably not exceed two pages of a text document.

Summary budget table

Complete the table using as a basis the Budget of the Action and eventual changes agreed with the Coordinator regarding the Budget Categories.

Budget Categories	Costs
Personnel costs	EUR [insert amount]
Subcontracting	EUR [insert amount]
Travel, accommodation and subsistence	EUR [insert amount]
Equipment	EUR [insert amount]
Other goods, works or services	EUR [insert amount]
Total eligible costs	EUR [insert amount]
Requested grant	[choose the one applicable – EUR 60 000, EUR 40 000, EUR 20 000]