



Head of Unit

## SPECIFIC GRANT AGREEMENT No – EEN – 150205 – CATCIM – 3

The Executive Agency for Competitiveness and Innovation (EACI) (hereinafter referred to as "the Agency"), acting under powers delegated by the Commission of the European Union (hereinafter referred to as "the European Commission"), and represented for the purposes of signature of this specific grant agreement by Mr Puigpelat, Head of Unit, or his duly authorised representative,

and

of the one part,

Agència Catalana de Suport a l'Empresa Catalana (ACC1Ó)  
Passeig de Gràcia 129  
ES – 08008 Barcelona

hereinafter referred to as "the coordinator", represented for the purposes of signature of this specific grant agreement by Mr Joan Tarradellas Espuny, Consejero Delegado,

and the following "co-partner":

- Barcelona Official Chamber of Commerce, Industry and Navigation (BCC)

who has conferred powers of attorney for the purposes of signature of this specific grant agreement to the representative of the coordinator, according to the mandate attached to the present agreement and which form an integral part of it,

collectively "the partners", and each individually identified as "partner" for purposes of this specific grant agreement where a provision applies without distinction to the coordinator or a co-partner,

collectively "the parties to the agreement",

HAVE AGREED

To an action entitled "Services in Support of Business and Innovation" to be carried out in the framework of the partnership established between the parties to the agreement according to the following provisions

### Article 1 – Purpose of the specific grant agreement

- 1.1. The specific grant agreement is concluded in the context of the partnership established between the parties. It is drawn up in accordance with the relevant terms of the framework partnership agreement No Spain 150205 CATCIM signed between the European Commission and the partners on 15<sup>th</sup> November

2007 and amended by Amendment N°1 signed on 3<sup>rd</sup> November 2010 and Letter Amendment N°2 signed on 29<sup>th</sup> November 2010.

- 1.2. The Agency has decided to award a grant for the action above, under the terms and conditions set out in this specific grant agreement and the framework partnership agreement, which the partners hereby declare to have taken note of and accept.
- 1.3. The partners accept the grant and undertake to do everything in their power to carry out the action as described in Annex I, in accordance with the terms and conditions of the above-mentioned framework partnership agreement applicable to the implementation of this specific grant agreement, acting on their own responsibility.

#### Article 2 – Duration of the action

The duration of the action shall be of 24 (twenty four) months from the 1 January 2013 ("the starting date of the action")

#### Article 3 – Financing the action

- 3.1. The total eligible costs of the action are estimated at EUR 2,851,974.00 (two million eight hundred fifty one thousand nine hundred seventy four euros and zero cents), as shown in the estimated budget in Annex II. The estimated budget shall give a detailed breakdown of the costs that are eligible for Union funding under the terms of Article II.15 of the framework partnership agreement and of all receipts, so that receipts and eligible costs balance.

The estimated budget in Annex II shall include a table indicating the breakdown of the estimated eligible costs and receipts between each partner. The table shall be agreed collectively by the partners and shall be deemed to form an integral part of the estimated budget of the agreement.

- 3.2. The total eligible costs of the action for which the grant is awarded are estimated at EUR 2,851,974.00 (two million eight hundred fifty one thousand nine hundred seventy four euros and zero cents), as shown in the estimated budget in Annex II.
- 3.3. The Agency shall contribute a maximum of EUR 1,478,754.00 (one million four hundred seventy eight thousand seven hundred fifty four euros and zero cents), equivalent to 51,85 % of the estimated total eligible costs indicated in Article 3.2. The final amount of the grant shall be determined as specified in Article II.18 of the framework partnership agreement, without prejudice to Article II.21 thereof.

#### Article 4 – Payment arrangements

##### 4.1. Pre-financing

In accordance with the provisions specified in Article I.6.1 of the framework partnership agreement, a pre-financing payment of EUR 1,035,127.80 (one million thirty five thousand one hundred twenty seven euros and eighty cents) shall be made to the coordinator, representing 70 % of the maximum amount of the grant specified in Article 3.3.

##### 4.2. Interim payment

Not applicable

##### 4.3. Payment of the balance

In accordance with the provisions specified in Articles I.6.3 and II.16.3 of the framework partnership agreement, a payment representing the balance of the grant shall be made to the coordinator upon completion of the action on the basis of the costs actually incurred by the partners in carrying out the action. Pursuant to Article II.18.2 of the framework partnership agreement, the final amount of the grant may in no circumstances exceed the maximum amount of the grant specified in Article 3.3.

#### 4.4. Bank Account

Payments shall be made to the coordinator's bank account or sub-account denominated in euros, as indicated below:

Name of the bank: Caixabank, S.A.

Address of the branch: C. Ciutat, nº1. E – 08006 – Barcelona

Precise denomination of the account holder: Agència de Suport a l'Empresa Catalana – ACCIÓ

#### Article 5 – Reporting

- 5.1. The layout and content of the reports and other documents as specified in Articles I.6 and II.16 of the framework partnership agreement shall conform to the instructions and guidance notes established by the Agency.
- 5.2. The action is divided into 2 (two) reporting periods of 12 (twelve) months.
- 5.3. The technical implementation reports and financial statements referred to in Articles I.6 and II.16 of the framework partnership agreement must be submitted in 2 (two) originals and in electronic format, in English, on the following dates:
  - The interim technical implementation report, covering the period from month 1 (one) to 12 (twelve), shall be submitted within 30 calendar days of the end of the reporting period in question.
  - The final technical implementation report covering the whole duration of the action and the final financial statement shall be submitted within 45 calendar days of the completion of the action as specified in Article 2
- 5.4. Any other report or document shall be submitted in accordance with Annex I.

#### Article 6 – General administrative provisions

Any communication in connection with this specific grant agreement shall be in writing, in English, indicating the number of the specific grant agreement and of the framework partnership agreement, the title and/or acronym of the action, and shall be sent to the following addresses:

For the Agency:

European Commission – Executive Agency for Competitiveness and Innovation (EACI)  
Network Operations Unit  
Mr \_\_\_\_\_, Head of Unit,  
Rue du Bourget 1  
Mail Service  
B – 1140 Bruxelles

For the coordinator:

Agència Catalana de Suport a l'Empresa Catalana (ACCIÓ)  
Mr \_\_\_\_\_, Gerent de Contratació Pública Internacional  
Passeig de Gràcia 129  
ES – 08008 Barcelona

#### Article 7 – Amendments

This specific grant agreement, including the annexes thereto, may be modified only in writing, by way of a supplementary agreement between the authorised representatives of the parties. No verbal agreement may be binding on the parties for this purpose.

**Article 8 – Final provisions**

8.1. The following annexes are an integral part of the specific grant agreement:

- Annex I Work programme and PES
- Annex II Estimated budget of the action

8.2. In the event of conflict between Annex I and any other provision of this specific grant agreement, the latter shall take precedence.

8.3. This specific grant agreement shall enter into force on the date when the last party signs.

**SIGNATURES**

For the Agency, Mr José Puigpelat, Head of Unit,

Date 21. 2. 2013

Signature

Done in Brussels, in duplicate, in English

For the coordinator, Agència Catalana de Suport a l'Empresa Catalana (ACC1Ó), and on behalf of the co-partner identified in the preamble of this specific grant agreement, Mr Joan Tarradellas Espuny, Consejero Delegado,

Date 21. 05. 2013

Signature

Done in Barcelona<sup>1</sup>, in duplicate, in English

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<sup>1</sup> Insert place.



Cambra de Comerç  
de Barcelona

## MANDATE

### **CIP PROGRAMME –Project Catalan services for more Competitiveness and Innovation in the global Market - CATCIM**

The partner **Barcelona Chamber of Commerce, Industry and Navigation, BCC** the registered office of which is located in Spain, 08006, Barcelona, Av. Diagonal 452-454 represented for the purposes of signature of this mandate by **Mr. Xavier Carbonell, General Director**, grants power of attorney to the coordinator **Agencia de Suport a l'Empresa Catalana (Agency to support Catalan Companies – ACC10)** represented by **Mr. Joan Tarradellas, CEO**, amto act in its name and for its account in signing the agreement and its possible subsequent riders corresponding to the above-mentioned project concluded with the Executive Agency for Competitiveness and Innovation (EACI).

The partner hereby confirms that he has taken careful note of and accepts all the provisions of the above agreement with the EACI. In particular, he acknowledges that, by virtue of this mandate, the coordinator alone is entitled to receive the funds from the EACI and distribute the amounts corresponding to its participation in the action as specified in Annex II to the agreement.

The partner hereby agrees to do everything in his power to help the coordinator fulfil its obligations under the agreement. In particular, the partner hereby agrees to provide, without delay, the coordinator whatever documents or information that may be required.

The partner hereby acknowledges that the agreement, including this mandate, shall take precedence over any other agreement between the partner and the coordinator which may have an effect on the implementation of the agreement between the coordinator and the EACI.

This mandate shall be annexed to the agreement corresponding to the above project and shall form an integral part of it.

Done in Barcelona. on 22<sup>nd</sup> March 2013<sup>1</sup>

For the partner,

Mr. Xavier Carbonell, General Director

Officines i serveis:  
Avinguda Diagonal, 452  
08006 Barcelona  
Insert date  
Telèfon 902 448 448  
Versión 1.0 del 10 de Mar 2007  
www.cambracn.es

Seu corporativa:  
Casa Llotja de Mar  
Passeig d'Isabel II, 1  
08003 Barcelona

