

AWARDEE'S DECLARATION AND RELEASE AGREEMENT

This AWARDEE'S DECLARATION AND RELEASE AGREEMENT is executed on the date set forth below by the undersigned awardee (or its legal representative), for the **Competition "LEADERS – Women Innovators in Manufacturing at EIT Regional Innovation Scheme" 2024** (the "Competition"), launched by EIT Manufacturing an association (Registration number W913012329, SIRET 88077857600012, VAT FR62 880778576) registered under French law, with its office at 2, Boulevard Thomas Gobert, 91120 Palaiseau, France (hereinafter referred to as "EIT Manufacturing").

Identification of the undersigned person
Last name of the undersigned (as indicated on the identity card or passport)
First name(s) of the undersigned (as indicated on the identity card or passport)
Address, email address and phone number
Country of residence
Identity card or passport number:
Nationality(ies) of the undersigned (if the undersigned has more than one nationality, all nationalities should be listed):

I hereby declare and affirm the following:

1. I entered the Competition in accordance with the Guidelines of the Competition ("Rules" also available on "**website**") and that I have read and accepted those Rules. I am submitting this Awardee's Declaration and Liability Release Agreement to EIT Manufacturing with the understanding that it will be relied upon to determine whether I am eligible and entitled to receive the Competition prize (the "Prize"), which I was selected to win as part of the Competition. I understand and acknowledge that EIT Manufacturing, has no obligation under the Rules to provide any additional, separate, or substitute prize to me in connection with the Competition. I also understand that the Prize is funded by the European Union under the Horizon Europe Programme and the European Institute of Innovation & Technology (EIT) legal framework through cascading funding.
2. The information provided in my application for the Competition is correct and complete.
3. I confirm that I comply with the eligibility criteria and all other conditions set out in the Competition rules in order to receive the Prize.
4. I am committed to complying with the highest standards of ethical principles and research integrity and confirm that any work submitted by me for the purposes of the Competition is free of

I also confirm that:

5. (subject to the additional declarations below) I, even in the case I am a non-EU Applicant:

- a) undertake to comply with the obligations under this agreement and to:
- b) respect general principles (including fundamental rights, values and ethical principles, environmental and labour standards, rules on classified information, intellectual property rights, visibility of funding and protection of personal data)
- c) for the submission of financial certificates under this agreement: use qualified external auditors which are independent and comply with comparable standards as those set out in EU Directive 2006/43/EC
- d) for controls under this agreement: allow for checks, reviews, audits and investigations (including on-the-spot checks, visits and inspections) by the granting authority, the European Anti-Fraud Office (OLAF), the European Prosecutor's Office (EPPO) and the European Court of Auditors (ECA) and any persons mandated by them

I also declare that

6. am NOT subject to an administrative sanction (i.e. exclusion or financial penalty decision)
7. am NOT in one of the following exclusion situations:
 - a. bankrupt, being wound up, having the affairs administered by the courts, entered into an arrangement with creditors, suspended business activities or subject to any other similar proceedings or procedures
 - b. in breach of social security or tax obligations
8. am NOT in one of the following exclusion situations:
 - a. guilty of grave professional misconduct
 - b. committed fraud, corruption, links to a criminal organisation, money laundering, terrorism-related crimes (including terrorism financing), child labour or human trafficking
 - c. shown significant deficiencies in complying with main obligations under an EU procurement contract, grant agreement, prize, expert contract, or similar
 - d. guilty of irregularities within the meaning of Article 1(2) of Regulation No 2988/95
 - e. created under a different jurisdiction with the intent to circumvent fiscal, social or other legal obligations in the country of origin (including creation of another entity with this purpose).
9. I am NOT subject to a conflict of interest in connection with this grant and will notify — without delay — any situation which could give rise to a conflict of interests.
10. I have NOT and will NOT, neither directly nor indirectly, grant, seek, obtain or accept any advantage in connection with this grant that would constitute an illegal practice or involve corruption.
11. I have not received any other EU grant for this action and will give notice of any future EU grants related to this action AND of any EU operating grant(s) given to my organisation.
12. I am aware that false declarations may lead to rejection, suspension, termination or reduction of the grant and to administrative sanctions (i.e., financial penalties and/or exclusion from all future EU procurement contracts, grants, prizes and expert contracts).

In consideration of the Prize, I, by signing below, expressly assume all risks of any nature whatsoever related to the Competition, my participation therein, the Prize, and/or my acceptance or use thereof, and I hereby release EIT Manufacturing, of and from any and all liability and therefore claims, demands, damages, actions and causes of action, torts, obligations, costs, losses, claims, whether in law or in equity, whether known or unknown, that I hereafter have or may have, arising from or by reason of or in any way connected with any transaction, event, or circumstance that occurs or exists by reason of the Competition, my participation therein, and/or my acceptance or use of the Prize. I understand that by accepting the Prize, EIT Manufacturing has fulfilled all obligations it has or may have to me in connection with the Competition, and I have no further claims against EIT Manufacturing in connection with the Competition or Prize.

I hereby give EIT Manufacturing, and its affiliates the right to broadcast, or publish my name, city of residence, photo, video tape, film or any other likeness, including my voice, recorded or live, for any reason that EIT Manufacturing deems necessary regarding the communication and promotion of its activities and of the Competition without compensation, unless prohibited by law, and I hereby release any and all claims I may have against EIT Manufacturing for such use.

In accordance with the foregoing, I agree to return to EIT Manufacturing any prize that may be awarded to me if any statement made by me in this Declaration and Release or my submitted application is false. I understand and acknowledge that all national, local, and any other applicable taxes for the Prize are my sole responsibility.

This Agreement shall be governed by the laws of France. I also agree to be subject to the jurisdiction of the French courts for disputes arising under this Agreement.

I agree to the processing of my personal data for the implementation, follow-up, reporting and management of this Agreement by EIT Manufacturing and its subsidiaries and for dissemination of information and communication purposes foreseen for this Competition and EITM's activities. Data subjects have the right to access, rectify or delete their personal data. Data subjects can also object to its processing, under certain circumstances. To exercise these rights, data subjects can contact EIT Manufacturing at dpo@eitmanufacturing.eu.

I acknowledge and agree that the EIT Manufacturing must be able to comply with its obligations under the Partnership Agreement and the Grant Agreement and therefore I agree to provide, when relevant, the rights necessary to EIT Manufacturing to ensure compliance.

I agree to respect the provisions relevant to the beneficiary's obligations in the Model Grant Agreement such as Articles 12 (conflict of interest), 13 (confidentiality and security), 14 (ethics), 17.2 (visibility), 18 (specific rules for carrying out action), 19 (information) and 20 (record-keeping). I acknowledge and agree that the Model Grant Agreement can be accessed on the European Commission's site, and especially under the link https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/agr-contr/general-mga_horizon-euratom_en.pdf and that I have thoroughly read its content before entering into this Agreement.

I finally acknowledge and agree that the EIT, the Commission, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) and other entities mentioned in Article 25 of the Model Grant Agreement can exercise their rights.

I finally confirm that I wish the Prize to be deposited to the following bank account:

Official name and legal form of Recipient:

Bank:

IBAN:

SIGNATURE

For the awardee

Name

Surname

Done in

Date: