Scaling Slovak Innovation Call 2025

EIT Manufacturing Financial Support Agreement

This financial support agreement, hereinafter the “**Agreement**”, shall have an effect as of [DAY MONTH 2025] and is entered into by and between:

**EIT Manufacturing East GmbH**, an association registered under Austrian law (Registration number \_\_\_, VAT \_\_\_), with its office at Christine-Touaillon-Strasse 11/29, 1220 Vienna, Austria, legally represented by Johannes Hunschofsky hereinafter referred to as EIT Manufacturing East.

And

**[Recipient of financial support]**, hereinafter referred to as the “Recipient”; Hereinafter, jointly or individually, referred to as "Parties” or “Party”; **WHEREAS:**

EIT Manufacturing East, representing EIT Manufacturing, has entered into a Partnership Agreement **(“PA”)** with the European Institute of Innovation and Technology **(“EIT”)**, with the effective date of 1 January 2021, establishing a long-term cooperation laying down the general terms and conditions under which EIT Manufacturing must operate as an institutionalised European partnership under the Horizon Europe Programme.

EIT Manufacturing East has established collaboration with the Ministry of Investment, Regional Development, and Informatization of the Slovak Republic, forming the EIT Manufacturing – Slovakia – X Fund (hereinafter "Fund"). By aligning with the **Research and Innovation Strategy for Smart Specialization of the Slovak Republic 2021–2027**, this programme empowers Slovak innovations to compete internationally, contributing to a more innovative, competitive, and sustainable manufacturing sector. The Fund supports digital transformation projects such as “**Scaling Slovak Innovation Call**”, hereinafter referred to as the “**Project**”. This initiative provides funding for activities undertaking innovative small-scale manufacturing solutions from the demonstration stage (TRL 7) through to market uptake (TRL 8-9). The grant is awarded to legal entities in Slovakia that aim to scale up into European and global markets.

The Recipient will be involved in the Project as a **Third Party Receiving Financial Support**.

In this Agreement the Parties wish to lay down the contractual arrangements between them regarding their respective rights and obligations for the implementation by the Recipient the Project.

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

**Article 1: Definitions**

Words beginning with a capital letter shall have the meaning defined either herein or in the Horizon Europe Programme, the EIT Regulation, in the Partnership Agreement Internal Agreement, or Grant Agreement, including their respective Annexes.

**“Authorised Representative”** shall mean the person or persons duly authorised to sign this Agreement, including its Annexes, on behalf of a Party

**“Effective Date”** shall mean the date first referenced above.

**“Force Majeure”** shall mean any situation or event that

* prevents either Party from fulfilling their obligations under this Agreement,
* 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.

**“Horizon Europe Programme”** shall mean Regulation (EU) 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation, laying down its rules for participation and dissemination, and repealing Regulations (EU) No 1290/2013 and (EU) No 1291/2013.

**“IP Policy”** shall mean the EIT Manufacturing’s IP Policy as available on [EIT Manufacturing](https://www.eitmanufacturing.eu/wp-content/uploads/2022/09/EIT-Manufacturing-IP-Policy-final.pdf)’s website.

**“Project”** shall mean the participation of the Recipient in the Project **“Scaling Slovak Innovation Call 2025”**. The project is further described in the Annexed Terms & Conditions.

# Article 2: Purpose

The purpose of this Agreement is to lay down the contractual arrangements between the Parties regarding their respective rights and obligations pertaining to the implementation by the Recipient of the Project.

# Article 3: Entry into force, duration, and termination

* 1. **Entry into force and duration**

This Agreement shall have effect from the Effective Date and shall apply until the end date of the Project. The expected end date of the Project is 31December 2025.

However, this Agreement may be terminated in accordance with Article 3.2 of this Agreement.

# Termination

* + 1. If the Recipient is in breach of its obligations under this Agreement, EIT Manufacturing East may give formal notice to the Recipient requiring that such breach will be remedied within 14 calendar days of this formal notice, unless such breach cannot be remedied.

If such breach is substantial and is not remedied within that period or, is not capable of remedy, EIT Manufacturing East may decide to declare the Recipient to be a defaulting Party and to decide on the consequences thereof which may include termination of this Agreement upon notice and other measures (for example suspend/recover any payment of (part of) the financial support or stop the Project).

* + 1. EIT Manufacturing East may terminate this Agreement with immediate effect through written notice to the Recipient in the event the further implementation of the Project is prevented or delayed with more than two weeks by Force Majeure.

# Effects of termination

* + 1. *Survival of rights and obligations*

After termination, the Recipient’s obligations (in particular Articles 11 (Confidentiality), 10 (Liability), 9 (Visibility rules and communication), and 12.7 (Applicable law) of this Agreement continue to apply.

Termination shall not affect any rights or obligations of the Parties incurred prior to the date of termination, unless otherwise stipulated herein or agreed between the Parties. This includes the obligation to provide all input, deliverables, and documents for the period that the Agreement was still in force and effect.

# Article 4: Implementation of the Project

The Recipient must:

* take part in the efficient implementation of the Project and cooperate, perform and fulfil, promptly and on time, all of its obligations under this Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Austrian law.
* remain eligible under the Horizon Europe programme funding for the entire duration of this Agreement. Costs and contributions will be eligible only as long as the Recipient and the Project are eligible.
* promptly notify to EIT Manufacturing East any significant information, fact, problem or delay likely to affect its participation in the Project.
* promptly provide all information reasonably required by the EIT Manufacturing East for the implementation of the Project

# Article 5: Monitoring and reporting

The Recipient shall:

* + - * comply with any reporting policy and instructions issued by EIT Manufacturing East, in accordance with the timing and conditions it sets out as may be amended/modified by EIT Manufacturing East;
			* comply with any and all other monitoring and reporting requirements, including any future requirements by EIT Manufacturing East and/or as may be established by EIT Manufacturing East, as the case may be pursuant to requirements of EIT.

# Article 6: Financial provisions

**6.1. Financial contribution**

The Recipient shall receive financial contribution only for its participation in the Project. The Recipient shall receive a financial contribution to cover initiatives aimed at advancing innovative small-scale manufacturing solutions from the demonstration stage (TRL 7) to market adoption (TRL 8–9).

The maximum amount of financial contribution to the Recipient under this Agreement is in total **EUR 20 000**. Furthermore, the Recipient must keep the records and the original documents supporting the costs declared.

# Payment Schedule

The payment will be awarded as follows:

* + - First payment: 90% of the funding received; up to EUR 18 000 lump sum.
			* After reception of Deliverables: Signed Financial Support Agreement and Declaration of Honour.
		- Second payment: 10% of the funding received; up to EUR 2 000 lump sum.
			* After reception of Deliverable: Final Performance Report.

If the Agreement is terminated before the completion of the Project, the Recipient shall refund all payments it has received except the amount corresponding to the costs already incurred and accepted by EIT Manufacturing East.

# Payments

EIT Manufacturing East shall notify the Recipient concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references.

Payment by EIT Manufacturing East to the Recipient hereunder, shall be made to the following bank account:

Official name and legal form of Recipient: IBAN

or any other bank account details as may be provided by the Recipient to EIT Manufacturing East after the execution of this Agreement, which new details shall only be effective five working days after receipt by EIT Manufacturing East of written notice from Recipient in that respect.

Payments will be made from the [name] account with [account number]. Any recoveries shall be made to this bank account.

# Recovery

In the event the Recipient did not use the financial support from EIT Manufacturing East for the purpose of the Project or not in accordance with the terms and conditions of this Agreement, it is under the obligation to return the unused or unjustified amounts within 30 calendar days upon notification from EIT Manufacturing East.

EIT Manufacturing East shall have the right to recover any undue financial support of EIT Manufacturing East, if the eligibility rules of Article 6 of the GA are not complied with, or if the Recipient has not fulfilled all its other obligations pertaining to the implementation of the Project under this Agreement.

# Article 9: Visibility rules and communication

* 1. *Use of names, logos or trademarks*

Nothing in this Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of EIT Manufacturing East or any of its logos or trademarks without its prior written approval.

* 1. *Co-branding*

The Recipient shall take into account and respect any co-branding guidelines and requirements provided and set by EIT Manufacturing East.

The Recipient shall comply with these co-branding obligations in accordance with the monitoring processes as provided for by EIT Manufacturing East.

# Article 10: Liability towards each other

* 1. **Limitations of contractual liability**

The Parties shall take all the necessary steps to limit or mitigate any damage.

No Party shall be responsible to the other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a willful act, gross negligence or by a breach of confidentiality.

The terms of this Agreement shall not be construed to amend or limit either Party’s statutory liability.

# Damage caused to third parties

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the

performance of the said Party’s obligations by it or on its behalf under this Agreement.

# Hold harmless

The Recipient shall hold EIT Manufacturing East and its respective assigns and employees, officers and directors harmless from and against all losses, costs, liabilities, claims, damages and expenses, resulting from or relating to or arising out of the breach or default in the performance of any obligation on the Recipient’s part under this Agreement through a legal action, including any counterclaim, that has proceeded to final judgment by a court of competent jurisdiction, in either case to the extent it determined a breach or default by the Recipient in the performance of this Agreement, provided it is not caused by EIT Manufacturing East’s willful act or gross negligence. The Recipient will be entitled to make observations towards EIT Manufacturing East, regarding the Recipient’s obligation to hold EIT Manufacturing East harmless and EIT Manufacturing East shall reasonably consider such observations by the Recipient. EIT Manufacturing East shall take into account the reasonable requests of the Recipient with regard to the defence and the settlement of such claims, including the selection of counsels, and it is understood that EIT Manufacturing East shall not settle any claim without the consent of the Recipient.

# Force Majeure

No Party shall be considered to be in breach of the Agreement if it is prevented from fulfilling its obligations under the Agreement by Force Majeure.

Each Party will notify the other Party of any Force Majeure without undue delay.

# Article 11: Confidentiality

The Parties must keep confidential any data, documents or other material (in any form) that is identified as sensitive in writing, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the disclosing Party, is “Sensitive Information”. Unless otherwise agreed between the Parties, they may use Sensitive Information only to implement the Agreement.

The Parties may disclose Sensitive Information to its personnel or other participants in the Project only if they:

* + 1. need to know it in order to implement the Agreement and
		2. are bound by an obligation of confidentiality.

It may moreover disclose Sensitive Information to third parties, if:

1. this is necessary to implement the Agreement or safeguard the EU financial interests and
2. the receiving parties of the information are bound by an obligation of confidentiality.

The confidentiality obligations no longer apply if:

1. the disclosing Party agrees to release the other Party
2. the information becomes publicly available, without breaching any confidentiality obligation
3. the disclosure of the Sensitive Information is required or permitted by EU, international or national law
4. a time period of 5 years after the disclosure of the Sensitive Information has passed, unless otherwise agreed upon between the Parties
5. the Sensitive Information is subsequently independently developed by or on behalf of the receiving Party without use of the disclosing Party’s Sensitive Information.

If and when the confidentiality obligations no longer apply, the receiving party of the information undertakes to return to the disclosing Party, or to destroy, on request all Sensitive Information that has been disclosed to the receiving parties including all copies thereof and to delete all information stored in a machine-readable form to the extent practically possible. The receiving parties may keep a copy to the extent it is required to keep, archive or store such Sensitive Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the receiving party comply with the confidentiality obligations herein contained with respect to such copy.

If either Party becomes aware that it will be required, or is likely to be required, to disclose Sensitive Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

* notify the disclosing Party, and
* comply with the disclosing Party’s reasonable instructions to protect the confidentiality of

the information.

# Article 12: Miscellaneous

* 1. **Inconsistencies and severability**

Should any provision of this Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Agreement. In such a case, the Parties shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.

# No representation, partnership or agency

No Party shall be entitled to act or to make legally binding declarations on behalf of the other Party.

Nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

# Notices and other communication

Any notice to be given under this Agreement shall be in writing to the addresses and recipients as listed below.

Formal notices:

If it is required in this Agreement that a formal notice, consent or approval shall be given, such notice shall be signed by a Party’s Authorised Representative(s) and shall either be served personally or sent by mail with recorded delivery or e-mail with receipt acknowledgement.

Other communication:

Other communication between the Parties may also be affected by other means such as e-mail with acknowledgement of receipt, which fulfils the conditions of written form.

Any change of persons or contact details shall be notified immediately by the respective Party to the other Party.

# Assignment and amendments

No rights or obligations of the Parties arising from this Agreement may be assigned or transferred, in

whole or in part, to any third party without the other Party’s prior formal approval.

Amendments and modifications to the text of this Agreement require a separate written agreement to be signed by Authorized Representatives of both Parties.

# Language

This Agreement is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.

# Mandatory national law

Nothing in this Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

# Applicable law

This Agreement shall be construed in accordance with and governed by the laws of Austria.

# Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

All disputes arising out of or in connection with this Agreement, which cannot be solved amicably, shall be finally settled before the courts of Vienna.

# Data Protection

The Recipient ensures that any processing of personal data shall be performed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

The collected personal data will be used solely for the implementation, follow-up, reporting and management of this Agreement by the Recipient and its subsidiaries and for dissemination of information and communication purposes foreseen for this Agreement. Data subjects have the right to access, rectify or delete their personal data. Data subjects can also object to its processing. To exercise these rights, data subjects can contact EIT Manufacturing East’s external Data Protection Officer at clever data GmbH: kurt.berthold@cleverdata.at.

# Article 13: Annexes

The following annexes are attached to this Agreement:

Annex 1 - Declaration of Honour

Annex 2 – Scaling Slovak Innovation Call 2025 Terms & Conditions

In case of conflict between the provisions of this Agreement and its Annexes, the provisions of this Agreement will prevail.

# Signatures

The Parties have caused this Agreement to be duly signed by the undersigned Authorised Representatives.

The signature of a Party via a scanned or digitized image of a handwritten signature (e.g. scan in PDF format) or an electronic signature (e.g. via DocuSign), shall have the same force and effect as an original handwritten signature for the purposes of validity, enforceability and admissibility. Each Party receives a fully executed copy of the Agreement. Delivery of the fully executed copy via e-mail or via an electronic signature system shall have the same force and effect as delivery of an original hard copy.

|  |
| --- |
| **For EIT Manufacturing East** |
| Name: |
| Title : |
| Organisation: |
| Date: |
| Signature  |

|  |
| --- |
| **For Recipient:** |
| Name: |
| Title: |
| Organisation: |
| Date: |
| Signature  |