

# FINANCIAL SUPPORT AGREEMENT

## for Students’ Entrepreneurs Activities

In Barcelona, on [●] 2023, this Financial Support Agreement (the “Financial Support Agreement”) is entered by and

### BETWEEN

**EIT KIC Urban Mobility, S.L.U.**, a company incorporate under the laws of Spain with its registered office at Avinguda Diagonal, 211, 08018, Barcelona, Spain, with Tax Identification number B-67513630 and registered in the Commercial Registry of Barcelona, Volume 47.116, Sheet 94, Page B 541668, duly represented by **Dr. Maria Tsavachidis, acting as CEO**, hereinafter the “**EIT UM**”.

And,

[●] (for a company) an organization incorporated under the laws of [●], with its registered office [●], with tax identification number [●], duly represented by Mr./Mrs. [●], in his capacity as legal representative as party receiving financial support, hereinafter the “**Recipient**”.

OR

Mr./Mrs. [●], (for a natural person), of legal age, a [●], national, [●], domiciled in [●], and holder of Passport number [●], Tax number [●], acting in his own name and on his own behalf, as party receiving financial support, hereinafter the “**Recipient**”.

And

Mr./Mrs [●], (for a natural person), of legal age, a [●], national, [●], domiciled in [●], and holder of Passport number [●], Tax number [●], acting in his own name and on his own behalf, as party receiving financial support, hereinafter the “**Recipient**.”

**EIT UM**, and **the Recipient** shall collectively be referred to as the “**Parties**” and each one of them individually as a “**Party**”,

### WHEREAS

- I. **The European Institute of Innovation and Technology**, a EU body created by the European Union in 2008 to strengthen Europe’s ability to innovate having its registered office in Infopark - Building E 1 Neumann Janos utca 1117 Budapest Hungary (the “**EIT**”) and the EIT UM entered into a Partnership Agreement effective as from January 1, 2021 (the “**PA**”), establishing a long term cooperation and setting

out its terms and conditions as well as the general terms and conditions and rights and obligations applicable to the specific grants that may be awarded for specific actions;

- II. Under the terms of the PA, the EIT UM has been awarded a grant for the action 2023-2025 by the EIT (the **"Grant"**), to carry out a series of 'KIC added value activities' (the **"KAVAs"**) in accordance with Article Regulation (EU) 2021/819 of the European Parliament and of the Council of 20 May 2021 on the European Institute of Innovation and Technology (the **"EIT Regulation"**), contributing to the integration of the knowledge triangle of higher education, research and innovation, including the establishment, administrative and coordination activities of the Knowledge and Innovation Communities (**"EIT KICs"**), and contributing to the overall objectives of the EIT and, for this purposes, has entered into a Grant Agreement with the EIT (the **"GA"**), which, among others, allows the EIT UM to provide financial support to third parties for projects and actions related to KAVAs (the **"Financial Support to Third Parties"**);
- III. According to Article 9.4 of the GA, the EIT UM must ensure that: (i) the EIT UM obligations under Articles 12 (Conflict of Interest), 13 (Confidentiality and Security), 14 (Ethics), 17.2 (Visibility), 18 (specific rules for carrying out action), 19 (Information), 20 (record-keeping), and Article 6 (the **"Eligibility Principles"** also apply to the Recipient, as third party receiving financial support (the **"Governance Principles"**); (ii) and that the EIT UM, the EIT, the European Commission, the European Court of Auditors (ECA) and the European Anti-fraud Office (OLAF) can exercise their rights under Articles 25 GA also towards the Recipient (the **"Surveillance Principles"**), as third party receiving financial support.
- IV. The Recipient submitted proposal to **the Permanently Open Call for applications to Student Entrepreneur Grant Scheme (the "Call")**, launched by the EIT UM **on 25 May 2023** with the objective to support business ideas by students and graduates from EIT Urban Mobility labelled programmes. The programme is aimed at nurturing the entrepreneurial spirit and fostering a culture of innovation among the students. Additionally, projects funded under this call contribute to the achievement of the EIT KPI EITHE05.1: Start-ups established by students enrolled and graduates from EIT-labelled MSc and PhD programmes.
- V. After the review of the proposals received for the Permanently **Open Call for Student Entrepreneur Grant Scheme** , the EIT UM selected and awarded financial support to the Recipient(s), which qualifies as Financial Support to Third Parties under the Financial Support Agreement. As a result of the financial support, the Recipient's aim is to work on activities concerning scalable business ideas.

Now, therefore, the Parties, mutually recognizing each other's sufficient legal capacity and authority to execute this Financial Support Agreement, agree to enter into this Financial Support Agreement pursuant to the following:

## ARTICLES

### Article 1: Purpose

The purpose of this Financial Support Agreement is to lay down the contractual arrangements between the Parties regarding the Financial Support to Third Parties to the Recipient of a lumpsum up to € 6,000 (the “Financial Support”), under the EIT UM KAVA 23255 Master School funding. The maximum grant available per proposal/idea is € 6,000, which will be awarded subject to the conditions described in the Call.

The project to be run by the Recipient is set forth in Annex I the (“Selected proposal”).

The Recipient acknowledges and agrees that in this Agreement, the conditions of the General Agreement are transposed in the legal arrangement between the EIT UM and the Recipient, in order to ensure that the EIT UM shall meet its obligations and exercise its rights (including those towards the EIT) under the Grant Agreement.

### Article 2: Entry into force, duration, and termination

#### 2.1. Entry into force

This Financial Support Agreement shall have effect from the      2023 (the “Effective Date”).

#### 2.2. Duration and termination

The Financial Support Agreement shall be in force for the period from the Effective Date and until the Parties have discharged in full their obligations under this Financial Support Agreement. However, this Financial Support Agreement may be terminated in accordance with the terms provided for herein.

After termination, the Recipient’s obligations (Articles 17 (Non-disclosure of information), 10 (IPR), 16 (Liability), 11 (Communication, dissemination and visibility rules), 6.3 (Reporting), 13 (Checks, reviews, audits and investigations), and 19.7 (Applicable law) of this Agreement, and of the Grant Agreement<sup>1</sup> 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.

The duration of this Agreement does not determine the duration of a Call, which may be longer or shorter. If the duration of a Call is longer than the duration of this Agreement, the continuation may be subject to EIT funding being available.

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<sup>1</sup> Articles 26 (Impact evaluation), 27 (Rejections), 28 (Grant reduction) and 42 (Assignment of claims) of the Grant Agreement

## Article 3: Responsibilities of the Recipient

### 3.1. General Principles

The Recipient undertakes to:

- (i) Comply with the authorized purposes to which costs shall be allocated in accordance with this Agreement, Selected Proposal in Annex I, and Annex II.
- (ii) Present the breakdown of costs spent in accordance with Annex II. In this sense, the Recipient shall keep all invoices for at least 3 years to be able to provide those if requested at any time either by the EIT UM or any other third party.

### 3.2. Recipient obligations in relation to the Grant Agreement

#### 3.2.1. General Obligations

The Recipient acknowledges and expressly agrees the articles mentioned in this Financial Support Agreement with regards to: (i) the Grant Agreement (Annex III); (ii) the PA; (iii) the Regulation (EU) 2021/819 on the EIT; (iv) the Decision 13/2021 of the Governing Board of the EIT on the principles on the financial sustainability of knowledge and innovation communities (KICS), and; (v) the Decision 35/2015 of the Governing Board of the EIT on principles for financing, monitoring and evaluating KIC activities.

#### 3.2.2. Breach

Failure to comply by the Recipient with its obligations related in this Financial Support Agreement and/or the Governance Principles, Surveillance Principles and/or Eligibility Principles in the Grant Agreement, will grant the EIT UM an automatic right to request the Recipient to return the total or partial amount of the Financial Support received. EIT UM will formally notify the Recipient of the amount to be returned along with a justification of the decision.

In addition, EIT UM may at any time terminate this Financial Support Agreement immediately upon notice along with the obligation to return the total or partial amount of the Financial Support received, if the Recipient is in breach of social security or tax obligations, or has been found guilty of grave professional misconduct, or has committed substantial errors, irregularities, or fraud.

The Recipient acknowledges and accepts that the measures towards defaulting Recipient agreed in this section are further developed in the Implementation Handbook available at EIT UM's website.

## Article 4: Duties

### 4.1. Specific duties of the Recipient:

- a) Implement the Selected Proposal to the best of its abilities, in good faith and in accordance with all the obligations and terms and conditions it sets out.
- b) Follow the terms and conditions of this Financial Support Agreement and the Grant Agreement.
- c) Implement of the deliverables (attached in the Annex II) according the awarded Proposal (attached in the Annex I) within the timeline described.
- d) Remain eligible under the Call funding for the entire duration of this Agreement. Costs and contributions will be eligible only as long as the Recipient and the Proposal are eligible.
- e) Promptly provide all information reasonably required by the EIT UM for the implementation of the Proposal and the reporting of the costs (if necessary). If the Recipient declares costs or contributions that are ineligible, they will be rejected.
- f) Promptly notify to the EIT UM any significant information, fact, problem or delay likely to affect its performance in the Proposal, including the achievement of the overall Proposal target, any milestone thereunder and/or the purpose of the financial support and all information reasonably required by the EIT UM for the implementation of the Proposal and the reporting of the costs.
- g) Commit to the communication, dissemination, and visibility rules according to Article 7 of this Financial Support Agreement.

#### 4.1.1. Specific duties of EIT UM:

- a) Facilitate the amount of the Financial Support to the Recipient in accordance to this Financial Support Agreement.

## Article 5: Financial provisions

5.1. Payments to the Recipient are due subsequently to the approval of the relevant milestones by the EIT UM, in accordance with the payment schedule in Annex II. Final payment to the Recipient shall be due upon the approval of EIT UM.

5.2. Upon request of EIT or of the EIT UM, the Recipient must provide any information requested to verify eligibility of the costs or contributions declared, proper implementation of the action and compliance with the other obligations under this Financial Support Agreement. If EIT UM declares costs or contributions that are ineligible, they will be rejected.

5.3. In the event the Recipient did not use the Financial Support for the purposes of this Financial Support Agreement or not in accordance with the terms of it, the Recipient will be under the obligation to return the unused or unjustified amounts within 30 calendar days

upon notification from the EIT UM.

## Article 6: Liability

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 Financial Support Agreement.

## Article 7: Intellectual Property

7.1. Ownership on Background IP and the Results produced by the Recipient under the Financial Support Agreement remain with the Recipient.

7.2. Recipient's logos, trademarks, and information about start-up/project

The Recipient allows the EIT UM the non-commercial use of Recipient's registered logos and trademarks. This use will be performed in EIT UM official communication channels and for dissemination purposes only.

The Recipient allows the EIT UM and EIT UM is entitled to disseminate information about start-up/project and to share the respective reports with EIT.

The Recipient shall ensure that it does not infringe any IP Rights and related rights of third parties in producing the results and/or in performing the Proposal. The Recipient shall hold EIT Urban Mobility harmless from any claims resulting from the infringement of Intellectual Property rights of Third Parties, no matter if the infringement was committed by the Recipient or a third party involved by the Recipient.

7.3. Branding guidelines

During the execution of the project the Recipient shall follow the branding guidelines and obligations.<sup>2</sup> These obligations shall last during the execution of the Financial Support Agreement and until 31<sup>st</sup> December 2026.

Recipient must include in its website a reference to the programme [insert name of programme] as well as the EIT UM logos as follows:



and the following text:

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<sup>2</sup> Art. 17 of the Grant Agreement

“EIT Urban Mobility is supported by the European Institute of Innovation and Technology (EIT), a body of the European Union.”

Recipient shall actively promote its participation in the [ Programme] through social media, newsletters, and any other channel it may deem appropriate.

Other than what provided for in the present clause, nothing in this agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the EIT UM and other Recipients or any of their logos or trademarks without their prior written approval.

### Article 8: Personal data

8.1. By signing this Financial Support Agreement, the Recipient states that has read and agrees to the data processes implemented by EIT UM. The detailed description of data processes is available via this link: <https://www.eiturbanmobility.eu/privacy-policy/>. If requested by the EIT UM, the Recipient will adhere to any annexes or documents necessary to regularize and implement the data protection policy of the EIT UM.

8.2. Recipient must process personal data under the Financial Support Agreement in compliance with the applicable EU, international and national law on data protection, in particular, Regulation 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). The Recipient may grant their personnel access to personal data only if it is strictly necessary for implementing, managing, and monitoring the Agreement. The Recipient must ensure that the personnel is under a confidentiality obligation. The Recipient must inform the people whose data is transferred to the granting authority and provide them with the Portal Privacy Statement.

8.3. The Recipient accepts and confirms that it is solely liable for any unauthorized or illegal processing or loss of the Personal Data if Recipient fails to erase or destroy the Personal Data upon termination of the Agreement. The Recipient shall indemnify and hold harmless EIT UM, their officers, agents and personnel from any damages, fines, losses and claims arising out of a breach of this Article 8.

8.4. 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” and/or “Confidential information.”

## Article 9: Miscellaneous

### 9.1. Inconsistencies and severability

Should any provision of this Financial Support Agreement become invalid, illegal, or unenforceable, it shall not affect the validity of the remaining provisions of this Financial Support Agreement which will thus remain valid and enforceable. The Parties undertake to renegotiate in good faith the null, invalid, or unenforceable provisions and replace them with others that are valid and enforceable and substantially have the same effect, regarding the matter regulated by this Financial Support Agreement and the purposes that the Parties aim to achieve with it.

### 9.2. 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 Financial Support 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.

### 9.3. Notices and other communication

All communications and notifications to be made or attended to by the Parties under or in relation to this Financial Support Agreement shall be in writing and sent by: (i) certified post; (ii) by e-mail with recorded delivery or (iii) telefax with acknowledgement of receipt, to the following addresses:

	EIT UM	The Recipient's name/ Organization name
Name	Daniela Rodrigues	
Position	Academy Programme Manager	
Email	daniela.rodrigues@eiturbanmobility.eu	
Mobile	0034 695 666 353	

Any changes to the details contained above must be duly and promptly notified by the other Party.

### 9.4. Assignment and amendments

No rights or obligations of the Parties arising from this Financial Support Agreement may be assigned or transferred, in whole or in part, to any third party without the other Parties' prior written consent.

No change or addition to this Financial Support Agreement will be valid or enforceable if not made in writing and signed by the Parties.

### 9.5. Language



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

9.6. Approval of reports and documents

Unless otherwise provided in Annex II, the Recipient shall draw up deliverables during the period of implementation of the Proposal. The approval of deliverables and documents drawn up by the Recipient and forwarded to EIT UM shall certify that they comply with the terms of the Financial Support Agreement.

9.7. Applicable law and Jurisdiction

This Financial Support Agreement shall be governed by and be construed in accordance with the laws of Spain.

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination, or invalidity thereof, shall be referred to the Courts of the city of Barcelona.

And, in witness of thereof, both Parties sign this Financial Support Agreement at the place and date indicated in the heading.

**EIT UM**

Name: **Dr. Maria Tsavachidis, CEO**  
Place, date:

**Recipient**

Name:  
Place, date:

## Annex I - Selected Proposal

## Annex II Payment Conditions and Bank Account

### Recipient

Name & Surname of Account Holder:	(xx)
Address of Account Holder (including ZIP code and city):	(xx)
Name of Bank:	(xx)
IBAN:	(xx)
BIC/ SWIFT Code:	(xx)
Address of Bank (including ZIP code and city):	(xx)

## Milestones, budget plan and conditions

Payment Schedule: the financial support granted to the Recipient is provided as follows:

Total amount **6,000 EUR (100%)** (if otherwise is not defined in the Call or this Agreement and will also depend on the stage of the involvement of the Recipient) shall be released upon three installments:

No.	Milestone title & short description	Expected achievement date	Action
1	i. Signature of the Financial Support Agreement		1st payment of 2,000 EUR
2	i. Legal incorporation documents		2nd payment of 2,000 EUR
3	i. Sales invoice(s) amounting to €500 ii. SP Proof of payment done for sales up to €500		3rd payment of 2,000 EUR