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## Annex 3 - Third Party Beneficiary Agreement

### TABLE OF CONTENT

1. Description of the project
2. Duration of the agreement
3. Responsibilities of the parties
4. Eligible activities and costs
5. Reporting
6. Financial aspect and payments arrangements
7. Personal data protection

This THIRD PARTY BENEFICIARY AGREEMENT is based upon the COSME PROGRAMME Guidelines for Awarding Financial Support to Third Parties for the call COS-TOURCOOP-2019-3-01 GRO/SME/19/C/077, and is made on XXXX XX<sup>h</sup> 2021, hereinafter referred to as the Effective Date

### BETWEEN:

PARTNER, established in *Address, City, Country*, VAT number: , represented for the purposes of signing the Agreement by ....., Role,

### AND

COMPANY, established in *Address, City, Country*, VAT number: , represented for the purposes of signing the Agreement by ....., Role,

Circular Economy in Tourism in short CEnTOUR  
hereinafter referred to as "Project"



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## 1. Description of the project

The Project aims to support the implementation of capacity building of SMEs in the tourism sector which will lead companies to reach different levels of circular economy innovations. It offers the opportunity to follow a training programme and to receive financial support for a selected group of SMEs.

The CEN TOUR scheme intends to support SMEs in the development and implementation of circular businesses (in terms of knowledge transfer, skills, innovation, certifications) and to realise them within an integrated system for local development.

The supported SMEs will be involved in:

- A capacity building programme through a specific training course made of online sessions and face to face sessions for each participant;
- A transnational knowledge transfer programme between companies lagging behind in terms of CE and companies that have already developed a more advanced approach to CE by peer to peer initiatives, study visits and international fairs;
- An acceleration programme aimed at developing a specific innovation strategy to implement circular solutions (including a Certification Scheme – ECOLABEL/EMAS - for a selection of participating SMEs).

The Support scheme will empower SMEs to integrate circular economy principles in their operations, while focusing specifically on the following 5 topics:

1. Recovery and reuse of Food waste;
2. Plastic free solutions and packaging rethinking;
3. Collaborative consumption as a communal way to find alternative and efficient business models and at the same time increase the community-lead tourism approach.
4. Improving competitiveness of traditional mature tourism markets and improving destinations attractiveness;
5. Improving visibility of Countries/Regions through emerging niche markets as highly CE oriented and innovative.

## 2. Duration of the agreement

The present agreement enters into force on the effective day of signature and will last until 15th November 2023 (end of the project on 15th September 2023 plus 2 months reporting period).

## 3. Declarations and Obligation of the beneficiary



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By signing this document the beneficiary declares to meet the requirements set out in the call (paragraph 6).

#### 4. Eligible activities and costs (paragraph 4 and 5 of the Call)

Both parties acknowledge that the activities eligible for financing related to the following costs:

- Sustainable and green investments
- Travel, registration and accommodation costs

and will include:

1) Sustainable and green investments: supported SMEs will participate, within the duration of the Support Scheme, to the following activities:

- a personalised needs assessment for each participating SME carried out by the project's experts that will lead to a personalised innovation strategy for each SME
- acceleration and strategy development, co-designed by the project and in accordance with the company.
- innovations implementation through a testing phase, as indicated in the innovation strategy that will be co-developed by the project and the company. Implementation

*Eligible costs related to the above activities are:* might include: certification compliance feasibility study (ECOLABEL, EMAS, ..) or feasibility and implementation of a certification scheme, supply chain definition and agreements, adaptation of processes and products, other activities to be defined as a result of the capacity building and acceleration period.

- compliance adaptations/documentation/data collection etc. in view of certification schemes; costs of certification/standardisation depending on feasibility (excluded consumable goods).
- activities related to the supply chain and adaptation of processes and products (e.g. improving of alternative sources utilization for energetic sustainability and energy contracts, water savings and wastewater reuse for circular water-loop management; transport schemes, information/marketing material, supplies for specialised services to guests. Investments in a physical infrastructure are not eligible) and costs of advisory services and skills improvement (for example: in mapping specific sustainability related needs to be addressed by an individual SME; in measuring the environmental and social impact of the operations of SMEs, in managing operations in a more environmentally-friendly manner etc.).

Within this category costs that can be considered eligible are those related for example to: acquisition of data/analysis, material and services related to tests/prototypes, acquisition of tools/instruments for the management of supply chains, costs for design and printing/digitalisation of sustainable communication materials about sustainability and digital



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devices/app for sustainable marketing (e.g. information cards and labels to be put in the rooms and in the lobbies to inform clients about public transport services or to suggest sustainable behaviours - policy for changing towels, suggestions for reducing food loss, etc.).

2) Travel, registration and accommodation costs, related to the participation to the Capacity Building and Knowledge transfer programmes, which include:

- 22 hrs online training at own pace (no travel, registration and accommodation costs are foreseen);
- 4 ½ day face to face training sessions in the country of activity and some individual work in between (travel costs and daily allowance are foreseen);
- The possible participation on a study visit + fair at EU level
- 1 ½ day face-to-face local workshop, in the country of activity, to foster brainstorming and innovative solutions to become more circular (travel costs and daily allowance are foreseen);
- 3 online webinars related to the topics of the focus thematic areas and 4 online conferences with international inspiring/leading stakeholders (no travel, registration and accommodation costs are foreseen);
- active participation in the online Community of Practice (no travel, registration and accommodation costs are foreseen).

Eligible costs related to the above activities are:

- travel costs (flight, train, bus, car, ...) allowing active participation of one selected tourism SMEs staff member in face-to-face support activities organised by the project consortium;
- daily allowance costs allowing active participation of tourism SMEs in face-to-face support activities organised by the project consortium;
- registration and accommodation costs allowing active participation in an event organized externally from the consortium (1 study visit + fair) for selected SMEs.

The maximum expense for Travel, registration and accommodation costs is 40% of the maximum grant amount if the company participates in the study visit + fair, otherwise 20% of the total amount.

If external conditions will constrain to organise only online events (study visits, fairs, ...), resources that cannot be spent for travels, registration and accommodation should be shifted to Sustainable and Green Investments.

## 5. Reporting

The company agrees to the following reporting scheme (as specified in paragraph 13 of the Call):



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- The company will submit, with the support from the project partnership, 2 technical and financial reports: the first on August 2022 and the second by 30 calendar days from the end of the activities established by Consortium, highlighting:
  - a. technical progresses,
  - b. cost incurred in the reporting period,
  - c. receipt and supporting documents of the reported costs incurred.
- The company agrees to collaborate with the project partnership to the evaluation and technical reporting due at the end of the project, providing throughout the period of participation data, information and reply to evaluation instruments (questionnaires, survey, interviews..).

Report templates will be provided by the Consortium and have to be filled in according to the indications given to the SMEs.

Eligible costs should be reported as follows:

- Goods and services. These costs shall be reported with documents such as: contracts or purchase orders, invoices/receipts and proof of payments.
- Travel and accommodation costs for face-to-face activities. These costs as described on the section 4 of this Annex shall be reported with the following documents: booking proofs, receipts or other documents (proofs of attendance such as minutes of meetings and report) and proof of payments.

For specific details refer to paragraph 13 of the Call.

In case reports are incomplete in any part and documents, the consortium can ask for additional information; participants must provide within 10 calendar days from the request, otherwise the report will be rejected and grant revoked.

## 6. Financial aspects and payments arrangements

The Company will receive a maximum amount of:

Greece: 4,100.00 €

Italy: 5,500.00 €

Republic of Moldova: 4,100.00 €

North Macedonia: 3,000.00 €

Spain: 5,500.00 €



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Within the maximum amounts set out above, SMEs will be bound to participate in the activities listed in the current agreement. The contributions will be calculated:

- as a lump sum equal to the maximum amount if the actual costs are greater than the maximum amount OR
- as actual costs reimbursed at 100% if lower than maximum amount.

To receive the funding the company must send the report to the same email address or certified e-mail address specified by the Consortium. It must be duly filled in and signed by the Legal Representative of the company.

The company must have participated in at least 90% of the activities included in the agreement.

Grants will be delivered to SMEs in 3 tranches as defined in the following table.

Percentage	Timeline	Necessary documents	Date of sending documents
20% of the maximum amount	within 30 calendar days from signing Agreement (Annex 4)	Signed Agreement (Annex 4)	10 calendar days after the admission
30% of the maximum amount (including the expenses incurred)	September 2022	Submission of the report with documentary evidence of expenses	August 2022
Final settlement of maximum amount (including the expenses incurred)	Within 60 calendar days after the submission of the final report with documentary evidence of expenses	Submission of the report with documentary evidence of expenses	Within 30 calendar days from the end of the activities established by Consortium

*IN ALTERNATIVE (it depends on the choice from SMEs, if 1 or 3 tranches and it has to choose before signing the beneficiary agreement)*

Grant will be delivered in one tranche as described in the following table



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% account	when	necessary documents	date of sending documents
final settlement of maximum amount (including the expenses incurred)	within 60 calendar days after the submission of the final report with documentary evidence of expenses	submission of the report with documentary evidence of expenses	within 30 calendar days from the end of the activities established by Consortium

In addition to the reporting process described in the paragraph 5 of the agreement, to be eligible for finance, the costs must follow this rules:

All invoices and accounting documents must be in the name of the applicant company contribution.

All costs to be reimbursed must:

- be actually incurred (and traceable, cash payments are not allowed).
- be necessary to implement the action which is the subject of the grant.
- be reasonable and justified, and comply with the requirements of sound financial management, in particular as regards economy and efficiency.
- have been incurred during the action, whose final deadline is 15th September 2023.
- not be covered by another EU grant.
- be identifiable, verifiable and, in particular, recorded in the beneficiary/linked third party's accounting records and determined according to the applicable accounting standards of the country where it is established and its usual cost-accounting practices.
- comply with the requirements of applicable national laws on taxes, labour and social security.
- be supported by adequate records and other documentation to prove the costs declared, such as contracts, subcontracts, invoices and accounting records. In addition, the beneficiaries' usual cost accounting practices and internal control procedures must enable direct reconciliation between the amounts declared, the amounts recorded in their accounts and the amounts stated in the supporting documentation.

Costs incurred in another currency must be converted into euro at the average of the daily exchange rates published in the C series of the EU Official Journal determined over the corresponding reporting period. If no daily euro exchange rate is published in the EU Official Journal for the currency in question, the rate used must be the average of the monthly accounting exchange rates established by the Commission and published on its website.



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Travel, accommodation costs and subsistence allowances must be in line with usual SME practices or respect any maximum ceiling for travel and hotel costs established at National level, whichever prevails.

Travel arrangements must prioritise the use of public and collective transport modes. The most cost-efficient means of transportation shall be used.

No business or first-class tickets for air transport are eligible Business-or first-class train tickets are allowed if it can be proved that they are the most economic travel option when booking the ticket (e.g. through screenshots of booking web pages).

Daily rates for hotels are considered as cost-adequate, if not ruled at national or international level, when they are below the amounts mentioned in the Commission Delegated Regulation (EU) 2016/1611 of July 2016

Higher daily rates shall be considered as exceptional and must be duly justified. Daily subsistence allowances must be in line with national and internal rules of the beneficiary. If not ruled at national or international level, as well as in case of international organisations, the maximum eligible daily allowances are those defined in the official list available on <http://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32016R1611&from=EN>  
All costs must be clearly linked to the project activities

## 7. Personal data protection

Any personal data under the Call and the Beneficiary Agreement will be processed by each Consortium partner, in compliance with the article 13 of EU Regulation 2016/679.

The beneficiaries must process personal data under the Agreement in compliance with applicable EU and national law on data protection (including authorisations or notification requirements).

The beneficiaries may grant their personnel access only to data that is strictly necessary for implementing, managing and monitoring the Agreement.

The beneficiaries must inform the personnel whose personal data are collected and processed by the Consortium. For this purpose, they must provide them with the Consortium privacy statement(s) (see Beneficiary Agreement), before transmitting their data to the Consortium.

## PERSONAL DATA PROTECTION NATIONAL DETAILS

### GREECE

The person in charge of personal data protection for the Chamber of Commerce of Xanthi is Stylianos Moraitis.





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## ITALY

### CCIAAM

Applicants are informed that the personal and business data provided to the Chamber of Commerce of Marche will be processed, with both manual and computerized methods, exclusively for the purposes of this announcement, in order to fulfill all the legal obligations, national regulations and European regulations, as well as by provisions given by legitimated authorities.

Personal data will be processed by the Marche Chamber of Commerce for prosecution of the above purposes in a lawful and correct way, in compliance with the Decree 30 June 2003, n. 196 "Code regarding the protection of personal data", of D.Lgs. 101/2018, of the GDPR Reg. (EU) 2016/679 and subsequent amendments, also with the aid of electronic and automated means.

The data controller is the Marche Chamber of Commerce, Largo XXIV Maggio 1, 60123 Ancona, in the person of its legal representative, who can be contacted by email at the PEC address: [cciaa@pec.marche.camcom.it](mailto:cciaa@pec.marche.camcom.it).

The Personal Data Protection Officer (DPO - data protection officer) can be contacted to the email address: [cciaa@pec.marche.camcom.it](mailto:cciaa@pec.marche.camcom.it).

The interested party is granted the rights provided for by Articles from 15 to 22 of the EU Regulation which can be exercised by writing to the email address: [cciaa@pec.marche.camcom.it](mailto:cciaa@pec.marche.camcom.it).

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### UNIVPM

Informativa resa ai sensi dell'art. 13 del Regolamento UE 2016/679 (GDPR) del 27 aprile 2016 per il trattamento dei dati personali degli interessati effettuato nell'ambito della navigazione dei portali web dell'Ateneo

Il Regolamento UE 2016/679 del parlamento Europeo e del Consiglio del 27 aprile 2016 (GDPR), prevede la tutela delle persone fisiche rispetto al trattamento dei dati personali. Secondo la normativa indicata, tale trattamento sarà improntato ai principi di correttezza, liceità, trasparenza e di tutela della Tua riservatezza e dei Tuoi diritti.

Ai sensi dell'articolo 13 del Regolamento UE 2016/679, si forniscono le seguenti informazioni.

### IDENTITA' E DATI DI CONTATTO DEL TITOLARE DEL TRATTAMENTO

Università Politecnica delle Marche in persona del Magnifico Rettore (Legale rappresentante) - Indirizzo: P.zza Roma, n.22, 60121 ANCONA - tel. 071.2201 - pec.: [protocollo@pec.univpm.it](mailto:protocollo@pec.univpm.it)



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## MOLDOVA

In accordance with the provisions of the Law on personal data protection, the Organization for SME Sector Development is processing personal data based on the ODIMM's Personal Data Security Policy and the Regulation on the system of evidence of the personal data. The ODIMM's Notification no. 1596787314585 - National Center for Personal Data Protection.

## NORTH MACEDONIA

Internal rules derive from the national Law: THE LAW ON PERSONAL DATA PROTECTION OF NORTH MACEDONIA, and the supervisor body: Personal Data Protection Agency of North Macedonia.

The person in charge at BIC for this part is Martir Dika.

## SPAIN

Personal data protection regulation is constituted by the following rules:

- Regulation (UE) 2016/679 of the European Parliament and the UE Council, from the 27th of April 2016, on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repelling directive 95/46/CE (General Data Protection Regulation) which entered into force in Spain in the 25th of May 2018.
- Organic Law 3/2018, of the 5th of December, on Individual Data protection and guarantee of digital rights. BOE number 294 of the 6th December of 2018, regulation that aims to align Spanish legislation to the RGPD of the UE and regulate the fundamental right to personal data protection, contained in the article 18 of the CE.

This makes the data protection regulation in Spain come from the complete transposition of the Regulation 2016/679 of the European Parliament and the European Council and, in the special features of internal law, through the LO 3/2018 of the 5th of December which introduces the regulation of citizen's digital law.

In addition to regulating the consent individuals must give to the treatment of personal data, in relation with minors, it is established the possibility of giving consent from 14 years old. When the Chamber requests personal data on behalf of companies, it will always expressly ask you to supply it on a voluntary basis. The information compiled from the forms on the Website or any other way will be included in a computer file containing personal data, for which the Chamber of Commerce is responsible. This entity will deal with the data in confidence and solely for the purpose of



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managing the Chamber activities according to the security imposed by the Organic law 15/1999 of the 13th of December, and the personal data protection law 34/2002, of the 11th of July.

The Chamber of Commerce undertakes not to cede, sell or share any personal information with third parties that are not related to this site without their express approval. The Chamber shall check the data concerned and, if necessary, rectify or erase the item without delay according to the Organic law 15/1999 of the 13th of December.

The person in charge of personal data protection for the Chamber of Commerce of Cantabria is Jesus Tortosa.

Partner Legal Representative Signature\*

Place and date

Company Legal Representative Signature\*

Place and date

(\*Digital or handwritten signature in compliance with Beneficiary partners' rules)