

INCENTIVE SYSTEM FOR COMPANIES

SME QUALIFICATION AND INTERNATIONALISATION INVESTMENT

TERM OF ACCEPTANCE

Whereas:

a) The decision to approve the project falls within the competence of the Steering Committee of COMPETE 2020, pursuant to the provisions of subparagraph c) of paragraph 1 of Article 27 of Decree-Law no. 137/2014, of 12 September, which established the governance model for the European Structural and Investment Funds (ESIF);

b) The formalisation of this decision occurs upon the signing of this Acceptance Term, in accordance with the provisions of Article 21 of Decree-Law no. 159/2014, of 27 October, which establishes the general rules for the application of operational programmes funded by structural and investment funds;

c) The Agency for Investment and Foreign Trade of Portugal, E.P.E. (*AICEP*) is the intermediate body in accordance with paragraph 16 of Notice no. 01/SI/2014, with which this contractual relationship is established.

Following the application submitted to the Competitiveness and Internationalisation Operational Programme supported by the ERDF¹, under the terms of Tender Notice no. 01/SI/2014, this Acceptance Term, which assumes the legal nature of a contract, is entered into with **ASSOCIAÇÃO PORTUGUESA DOS INDUSTRIAIS DE MARMORES GRANITOS E RAMOS AFINS (ASSIMAGRA)**, registered at the Commercial Registry Office of Porto de Mós, under no. 500834938, Corporate Taxpayer no. 500834938, with a capital of 355,825.35 Euros, and head office at RUA LUÍS DE CAMÕES, BAIRRO S. MIGUEL, 2480-338 PORTO DE MÓS, hereinafter referred to as **Promoter**, represented by Manuel António Eufrásio Simões, acting as President of the Board, and by Luis Miguel da Rosa Goulão Freire, acting as Executive Vice-President, under the legal powers for this act, which shall be governed by the following clauses:

CLAUSE 1
(Subject Matter)

1. The object of this contract is the granting of a financial incentive to be applied in the execution, by the Promoter, of a programme structured for a group of SMEs, corresponding to investment project no. 000069 in the total amount of 1,519,667.06 Euros (*one million, five hundred and nineteen thousand, six hundred and sixty-seven euros and six cents*).
2. The execution period for this investment runs from 2015-03-01 to 2016-12-31.

¹ European Regional Development Fund

**CLAUSE 2
(Conditions)**

1. As established in the approval decision, the granting of the incentive is subject to the following conditions:
 - a) Submit, within a maximum of 6 months after the funding decision, documentation (operation approval contract issued by the Credit Institution, or equivalent document) demonstrating that financing via bank loan has been secured;
2. The approval decision is conditional upon the presentation of the respective supporting documents, by uploading them to the Project Portal (*Balcão do Projeto*), within the deadline established in the preceding paragraph.
3. Should the Promoter fail to present the documentation within the aforementioned period, the approval decision shall lapse.

**CLAUSE 3
(Incentive)**

1. The incentive to be granted, as defined under the terms of the approval decision, shall take the form of a non-reimbursable grant.
2. The incentive corresponds to the application of a 53.80% rate on the amount of expenses considered eligible, under the terms defined in point 13 of the notice for the submission of applications.

**CLAUSE 4
(Result Indicators)**

The results to be achieved within the scope of the project, which is the object of this contract, are as follows:

- a) Increase in the value of exports in the turnover of the SMEs involved: 73.78%.

**CLAUSE 5
(Payments)**

1. Incentive payments shall be made by the paying agency, via bank transfer to the Promoter's current account, with the following NIB (Bank Identification Number): [confidential information].
2. All receipts and payments relating to the execution of the co-funded project must be made through the Promoter's bank account(s).
3. The terms of payment shall follow the provisions of Article 25 of Decree-Law no. 159/2014, of 27 October.
4. Payments may be suspended whenever any of the grounds provided for in paragraph 10 of Article 25 of Decree-Law no. 159/2014, of 27 October, occur.

CLAUSE 6
(Obligations of the Promoter)

1. The Promoter undertakes to comply with all general obligations applicable to it as set out in Article 24 of Decree-Law no. 159/2014, of 27 October, and further in point 20 of the notice for the submission of applications.
2. It further undertakes to comply with the following specific obligations:
 - a) Commence project execution within a maximum period of 3 months after the communication of the funding decision;
 - b) Verify that each beneficiary company complies with the eligibility criteria provided for in Point 7 of the Notice at the date of the pre-accession agreement;
 - c) Ensure image coordination, integration, and homogeneity of interventions within the scope of international fairs, namely through the use of the "P Portugal" logo, specifically regarding MARMOMACC, also covered in ANIET's promotion plan;
 - d) Coordinate in advance with AICEP regarding prospecting and promotion actions, including business missions to foreign markets, inward missions to Portugal, exhibitions, and other promotional events organised by the promoting entity, concerning their scheduling, objectives, sectoral scope, and programme.

CLAUSE 7
(Project Amendments)

Amendments to the project must comply with the provisions of paragraphs 7 and 8 of Article 20 of Decree-Law no. 159/2014, of 27 October.

CLAUSE 8
(Monitoring and Control)

1. Without prejudice to other monitoring and control mechanisms that may be adopted, the Promoter accepts monitoring and control to verify the proper execution of the project and compliance with the objectives and obligations resulting from this contract, to be carried out by the entities with competence for such purpose.
2. The Promoter undertakes to provide in a timely manner to the Agency for Investment and Foreign Trade of Portugal, E.P.E., all appropriate documents and elements allowing for administrative and on-site verifications, including access to project execution sites for on-site project verification, which are necessary to prove that the investment was carried out and that the objectives were achieved under the terms of this contract.

CLAUSE 9
(Assignment of Contractual Position)

NON OFFICIAL TRANSLATION – NON CONFIDENTIAL

The assignment of the Promoter's contractual position may only take place for duly justified reasons and after authorisation from the Managing Authority of the Competitiveness and Internationalisation Operational Programme.

CLAUSE 10 (Recovery of Incentives)

Amounts unduly received by the Promoter, namely due to breach of legal or contractual obligations, the occurrence of any irregularity, as well as the non-existence or loss of any requirement for granting the incentive, shall constitute a debt and shall be recovered under the terms provided for in Article 26 of Decree-Law no. 159/2014, of 27 October.

CLAUSE 11 (Reduction of the Incentive)

Grounds for reducing the incentive include, namely:

- a) Partial non-fulfilment of the Promoter's obligations, including the contracted results;
- b) Failure to justify expenditure, except within the scope of financing under a simplified cost regime, or the attribution of values higher than those legally permitted and approved or ineligible values;
- c) Attribution of expenses unrelated to project execution or not justified by invoices or equivalent fiscally accepted documents, as well as expenses not recorded in the accounting records;
- d) Non-compliance with rules regarding information and publicity, with the reduction being determined based on the severity of the non-compliance;
- e) Disregard for the provisions of European and national legislation, namely regarding public procurement, where applicable, in which case a reduction proportional to the severity of the non-compliance shall apply, namely in the table of financial corrections approved by the European Commission.

CLAUSE 12 (Unilateral Termination)

The contract may be unilaterally terminated by the Agency for Investment and Foreign Trade of Portugal, E.P.E. when one of the causes provided for in the previous clause is definitively verified or when, namely, one of the following situations attributable to the Promoter occurs:

- a) Failure to achieve the essential objectives provided for in the application;
- b) Failure to fully execute the application under the terms in which it was approved;
- c) The existence of amendments to the determining elements of the approval decision that jeopardise the merit of the project or its financial reasonableness, unless expressly authorised by the Managing Authority of the Competitiveness and Internationalisation Operational Programme;

- d) Failure to submit execution forms and payment requests in a timely manner, unless the delay is accepted by the Agency for Investment and Foreign Trade of Portugal, E.P.E.;
- e) Unauthorised interruption of the project for a period exceeding 90 working days;
- f) Duplication of expense attribution, under the terms defined in subparagraph f) of paragraph 3 of Article 23 of Decree-Law no. 159/2014, of 27 October;
- g) Providing false statements regarding its situation, project implementation, or costs incurred, which substantially affect the justification of the incentive received or to be received;
- h) Refusal to submit to control and audit;
- i) Non-existence or lack of rectification of organisational deficiencies in the project implementation process and failure to send requested elements within the deadlines set for that purpose.

CLAUSE 13
(Contract Costs)

1. The Promoter shall be responsible for any and all expenses and charges, namely of a tax nature, resulting from the conclusion, compliance, or execution of this contract.
2. The Beneficiary/Promoter shall also be liable for all judicial and extrajudicial expenses, including lawyer's or solicitor's fees incurred by the intermediate body, arising from the enforcement of this contract.

CLAUSE 14²
(Term of the Contract)

1. This contract enters into force on the date of its signature.
2. The term of this contract occurs upon full compliance with all positive and negative obligations emerging therefrom.

² **Note:** For certification purposes and signatures, reference should be made to the original version /Portuguese official document.