

INCENTIVE SYSTEM FOR COMPANIES

SME INTERNATIONALISATION

TERM OF ACCEPTANCE

Whereas:

a) 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) for the 2014 to 2020 period, designated as Portugal 2020, the decision to approve the project's incentive grant falls within the competence of the Steering Committees of the Competitiveness and Internationalisation Operational Programme and the Lisbon Regional Operational Programme;

b) The formalisation of these decisions occurs upon the signing and submission of this Acceptance Term, in accordance with the provisions of Article 11 of the Specific Regulation for the Competitiveness and Internationalisation Domain (RECI), adopted by Ordinance no. 57-A/2015, of 27 February, as amended by subsequent Ordinances and Rectification Declarations up to Ordinance no. 316/2018, of 10 December;

c) The Acceptance Term, duly signed, has the legal nature of a written contract in accordance with the provisions of paragraph 2 of Article 11 of the RECI in its current wording;

d) The Agency for Investment and Foreign Trade of Portugal, E.P.E. (*AICEP*) is the Intermediate Body that monitors the investment execution, under the terms of the delegation of powers carried out by the Steering Committees of the Competitiveness and Internationalisation Operational Programme and the Lisbon Regional Operational Programme, pursuant to Articles 36 and 37 of Decree-Law no. 137/2014, of 12 September.

Following the application submitted to the Competitiveness and Internationalisation Operational Programme and the Lisbon Regional Operational Programme, supported by the ERDF¹, under the terms of Tender Notice no. 10/SI/2021, this Acceptance Term is entered into with **ASSOCIAÇÃO PORTUGUESA DOS INDUSTRIAIS DE MARMORES GRANITOS E RAMOS AFINS (ASSIMAGRA)**, Corporate Taxpayer no. 500834938, with head office at RUA LUÍS DE CAMÕES, BAIRRO S. MIGUEL, 2480-338 PORTO DE MÓS, hereinafter referred to as **Promoter**, represented by Luis Miguel da Rosa Goulão Freire, acting as President of the Board with powers for the act, and by Telmo Franquelim Silvestre Silva, acting as Vice-President of the Board with powers for the act, which shall be governed by the following clauses:

CLAUSE 1
(Subject Matter)

1. The object of this Acceptance Term is the granting of a financial incentive to be applied in the execution, by the Promoter, of investment project no. 179265 with a total global eligible investment amount of 2,648,214.71 Euros (*two million, six hundred and forty-eight thousand, two hundred and fourteen euros and seventy-one cents*), this value being

¹ European Regional Development Fund

distributed among the various Funding OPs in accordance with Annex I, under the terms in which it was approved and which is considered an integral part of this Acceptance Term.

2. The execution period for this investment runs from 2021-07-01 to 2023-06-30.

CLAUSE 2
(Conditional Favourable Decision)

1. The decisions to approve the granting of the incentive are subject to the maintenance of funding by the various funding OPs; should one decision be revoked, the project shall be reassessed to evaluate the degree of objective fulfillment and the maintenance of the remaining decisions.
2. As established in the approval decisions, the granting of the incentive is subject to the following conditions:
 - a) Payment of the incentive to the Promoter is subject to the presentation of documents proving that the project's financing sources are secured;
 - b) Proof that bank financing is secured, through the submission of a contract/document proving operation approval issued by the credit institution, prior to the first payment.
3. Approval decisions are subject to the submission of the respective documents via "upload" to the Project Portal (*Balcão do Projeto*) within the deadline established in the preceding paragraph.
4. Should the Promoter fail to present the documentation within the aforementioned period, the approval decisions shall be revoked.

CLAUSE 3
(Incentive)

1. The total incentive to be granted, as defined under the terms of the respective approval decisions, is distributed by Managing Authority as follows:
 - a) For the Managing Authority of the Competitiveness and Internationalisation Operational Programme, an incentive in the amount of 1,361,158.46 Euros (*one million, three hundred and sixty-one thousand, one hundred and fifty-eight euros and forty-six cents*) in the form of:
 - i) Non-reimbursable ERDF grant in the amount of 1,361,158.46 Euros.
 - b) For the Managing Authority of the Lisbon Regional Operational Programme, an incentive in the amount of 70,619.05 Euros (*seventy thousand, six hundred and nineteen euros and five cents*) in the form of:
 - i) Non-reimbursable ERDF grant in the amount of 70,619.05 Euros.
2. The ERDF incentive granted corresponds to the application of the funding rate, per beneficiary company and Promoter, on the amount of expenses considered eligible, calculated under the terms of Article 50 of the RECI in its current wording.

CLAUSE 4
(Result Indicators)

The results to be achieved within the scope of the project, object of this Acceptance Term, are as follows:

- a) Export intensity in the post-project period: 76.61%.

CLAUSE 5
(Payments)

1. Incentive payments shall be made by the paying entity via bank transfer to the Promoter's current account with IBAN [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.
3. Payment terms shall follow Article 13 of the RECI and Article 25 of Decree-Law no. 159/2014, as amended by Decree-Law no. 215/2015, and the procedural norms of Dispatch no. 10172-A/2015 as subsequently amended.
4. Payment suspension may occur whenever any of the grounds provided for in paragraph 10 of Article 25 of Decree-Law no. 159/2014 occur.

CLAUSE 6
(Repayable Incentive)
(Not applicable)

CLAUSE 7
(Repayment Exemption)
(Not applicable)

CLAUSE 8
(Obligations of the Promoter)

1. In accordance with Articles 24 and 25 of Decree-Law no. 159/2014 and Articles 12 and paragraph 4 of Article 48 of the RECI, the Promoter undertakes to:
 - a) Execute the project under the approved terms and conditions;
 - b) Allow access to project execution sites and to all elements and documents necessary for monitoring and control;
 - c) Preserve project documents (originals or certified copies) in digital or paper format for three years from the closure of the OP or as required by specific State Aid legislation;
 - d) Publicise the support in accordance with European and national legislation and the communication rules guide, specifically the Project Factsheet;

- e) Maintain the legal conditions necessary for the exercise of the activity;
- f) Repay unduly received amounts and comply with administrative sanctions;
- g) Maintain a regularised tax and social security status;
- h) Have an organised accounting system as legally required;
- i) Maintain a project file, preferably digital, with all related documentation duly organised, including accounting support for all project transactions;
- j) Respect principles of transparency, competition, and sound management of public funds to prevent conflicts of interest;
- k) Provide requested elements to competent monitoring, evaluation, control, and audit entities within the set deadlines;
- l) Communicate relevant changes or occurrences that jeopardise project approval assumptions;
- m) Not reassign, lease, alienate, or encumber goods and services acquired under the project without prior authorisation from the Managing Authority during the incentive contract's term;
- n) Maintain a regularised status before the incentive paying agency;
- o) Comply with public procurement regulations when applicable;
- p) Notify the Managing Authority in advance of any change in bank account;
- q) Verify that each beneficiary company meets the eligibility criteria;
- r) Comply with the following specific obligations:
 - i) Eligibility of consultancy/software subject to market condition verification, identification of selection processes, and reasoned justification for the choice;
 - ii) Immediate use of the "**P Portugal**" brand and logo for image coordination in actions specifically for **Natural Stone Show 2022** (UK) and **Marmomac 2022** (Italy);
 - iii) Prior coordination with AICEP regarding prospecting and promotion actions (missions, workshops, etc.) concerning scheduling, objectives, and programme;
 - iv) For joint presence in digital platforms and virtual missions, ensure all means of proof of SME participation (registration, interaction indicators, etc.) are provided;
 - v) Provide all promotional content and supports published, establishing their link to project expenses and participating SMEs;
 - vi) Ensure digital actions comply with ESIF publicity rules;
 - vii) For "Inward Missions" (Inv. 73 and 74), safeguard compliance with prospecting limits established in Point 8 of the Notice during monitoring;
 - viii) Prevent technical team overlaps with other current or future projects during execution.

2. Upon signing this Acceptance Term, the members of the governing and management bodies shall be subsidiarily liable for the fulfillment of the obligations in this Clause.

CLAUSE 9
(Project Amendments)

1. Amendments to the project must comply with paragraphs 7 and 8 of Article 20 of Decree-Law no. 159/2014.
2. The approved execution period may be amended if duly justified as per Article 56 of the RECI, which determines an incentive reduction under Clause Thirteen.

CLAUSE 10
(Monitoring and Control)

1. The Promoter accepts monitoring and control by competent entities to verify project execution and compliance with obligations.
2. The Promoter must provide all documents for administrative and on-site verifications, including access to project sites to prove investment completion and objective achievement.

CLAUSE 11
(Assignment of Contractual Position)

Assignment of the Promoter's position requires justified reasons and authorisation from both the Competitiveness and Lisbon Managing Authorities.

CLAUSE 12
(Recovery of Incentives)

1. Unduly received amounts due to breach of legal or contractual obligations, irregularities, or loss of grant requirements shall constitute a debt and be recovered under Article 26 of Decree-Law no. 159/2014.
2. Subsidiary liability for repayment lies with the members of the governing and management bodies in office at the time of the facts.

CLAUSE 13
(Reduction of the Incentive)

1. Under Article 15 of the RECI, the incentive may be reduced based on Article 23 of Decree-Law no. 159/2014, specifically for:
 - a) Partial non-fulfilment of obligations, including contracted results;

- b) Failure to justify expenditure or ineligible values;
- c) Expenses unrelated to project execution or not properly invoiced/recorded;
- d) Non-compliance with information and publicity rules;
- e) Disregard for European and national legislation (e.g., public procurement);
- f) Failure to account for project revenue.

2. Amendment of the execution period (Clause 9.2) is also grounds for reduction.

3. Non-application of the reduction may occur if authorised by AICEP or the Managing Authorities due to *force majeure* causes proven within 30 days of occurrence.

CLAUSE 14 **(Unilateral Termination)**

1. This Acceptance Term, assuming the nature of a contract, may be terminated by the Managing Authorities for the causes mentioned above or situations such as:
 - a) Failure to achieve essential objectives;
 - b) Failure to fully execute the application;
 - c) Unauthorised amendments jeopardising project merit or financial reasonableness;
 - d) Late submission of execution forms/payment requests;
 - e) Unauthorised interruption exceeding 90 working days;
 - f) Duplication of expenses;
 - g) False statements regarding implementation or costs;
 - h) Refusal of control/audit;
 - i) Unrectified organisational deficiencies;
 - j) Loss of any incentive grant requirement.
2. Failure to commence project execution within six months of the funding decision is also grounds for termination.

CLAUSE 15 **(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 Acceptance Term.
2. The Promoter shall also be liable for all extrajudicial expenses incurred by the Agency for Investment and Foreign Trade of Portugal, E.P.E. (AICEP) or the Managing Authorities of the Competitiveness and Internationalisation Operational Programme and the Lisbon

Regional Operational Programme, arising from the enforcement of this Acceptance Term.

CLAUSE 16²
(Term of the Contract)

1. This Acceptance Term enters into force on the date of its submission and when duly signed.
2. The term of this Acceptance Term 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.

ANNEX I
BREAKDOWN MAP OF ELIGIBLE INVESTMENT AND INCENTIVE BY FUNDING OPERATIONAL
PROGRAMS (OP)

Funding Operational Programme	Eligible Investment (EUR)	Incentive (EUR)
Operational Program for Competitiveness and Internationalization	2,471,667.07	1,361,158.46
Lisbon Regional Operational Program	176,547.64	70,619.05