



Guidelines for Applicants

applying for financial support based on a

'Call for Applications'

released by the EU-funded project

Business Bridge – Ukraine-Ready4EU

“Support to Ukrainian companies to integrate into the Single Market”

Version March 2024

Only the English version of this document is legally binding

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Annex 1: Guidance for motivation letter

Annex 2: Model ‘Agreement on financial support’

Partners of the project consortium:



Cooperating EU initiatives:



1 General principles

These guidelines explain how Ukrainian small and medium-sized enterprises (SMEs), planning to increase their business operations on the EU Single Market through specific activities, can apply for financial support by the Ukraine-Ready4EU project in response to a Business Bridge 'Call for Applications', published by the project and referring to this version of the present guidelines.

The necessary information for applicants is provided in this document. If applicants need additional help or information not provided below, they can get directly in touch with the contact point by email to businessbridge@ukraine-ready4eu.com.

2 Background and introduction to Business Bridge – Ukraine-Ready4EU

The “Ukraine-Ready4EU” project was initiated and is funded by the European Commission under the “Business Bridge” call of the Single Market Programme.

The main objectives of this project are:

- *Supporting the integration of Ukrainian SMEs in the EU Single Market (especially by establishing cooperations with new business partners in the EU).*
- *Supporting the process of import substitution for Ukrainian SMEs (especially replacing products of Russian Federation and Belorussia by EU products).*
- *Supporting export activities of Ukrainian SMEs to the EU Single Market (especially recovering broken supply chains).*
- *Supporting technology and innovation activities of Ukrainian SMEs and startups to meet EU market requirements (especially in direct cooperation with business partners in the EU).*

To achieve these objectives, the Ukraine-Ready4EU project can provide Business Bridge financial support combined with additional advice and assistance to Ukrainian SMEs planning specific activities to become more active on the EU Single Market and to cooperate successfully with EU business partners. Until the envisaged project comes to an end in October 2025, the Ukraine-Ready4EU project is planning to support up to **1.500 Ukrainian SMEs** and start-ups, suitable and eager to become engaged in the EU Single Market. This support will be offered under the brand name “Business bridge”.

Further information about the project Ukraine-Ready4EU and the Business Bridge financial support can be found on the official project website at <https://ukraine-ready4eu.com/business-bridge>.

3 Type and amount of Business Bridge financial support

Business Bridge financial support by the project Ukraine-Ready4EU can be granted to selected recipients in form of reimbursement of external expenses of the recipient for the implementation of specific activities. **Only eligible costs of activities properly completed and reported can be reimbursed.**

The specific activities and the maximum amount of reimbursement will be previously agreed between the recipient and the Ukraine-Ready4EU project. The conditions for reimbursement will be specified in a mutual 'Agreement on financial support'.

To be eligible for requesting Business Bridge financial support by Ukraine-Ready4EU, **the estimated expenses of the planned activities must exceed a minimum of 2.500 EURO or equivalent in UAH (minimum threshold).**

The maximum reimbursement of actual expenses will be limited to 2.500 EURO per "Agreement on financial support", even if the total expenses of the recipient exceed this amount.

Payments of the Business Bridge financial support will be made in UAH. Details can be found in the model 'Agreement on financial support' in [Annex 2 of the "Guidelines for Applicants"](#).

4 EU rules and regulations

Ukraine-Ready4EU is funded by the European Commission under the "Business Bridge" call of the Single Market Programme. Recipients receiving Business Bridge financial support from the Ukraine-Ready4EU project do benefit from the EU funding of this project.

As a consequence, they become 'other participants involved in the action', and some conditions valid for the EU-funded project Ukraine-Ready4EU become binding for any recipient receiving Business Bridge financial support, too.

In detail, this means especially that:

- The recipient has to publicly acknowledge that they received Business Bridge financial support from the EU.
- Any communication activities related to activities being financially supported must display the European flag (emblem) and include a funding statement.
- On request, financial auditors of the EU may get access to all financial and technical documentation of the recipient related to the Business Bridge financial support received.

Details can be found in the model 'Agreement on financial support' in [Annex 2 of the "Guidelines for Applicants"](#).

5 Granting of the Business Bridge financial support

Business Bridge financial support by Ukraine-Ready4EU can only be granted on request by a formal application (see below). Applications for Business Bridge financial support submitted to the Ukraine-Ready4EU project will be processed in the order of their submission.

Only applications that are formally eligible and fulfil all specific requirements described in the "Guidelines for Applicants", can be considered for Business Bridge financial support.

Each eligible application will be individually rated by an independent selection committee, which will meet regularly after monthly cutoff dates.

Applications will not be ranked against each other. Applicants whose applications successfully passed the eligibility check and were accepted by the selection committee, will get an offer for Business Bridge financial support by the Ukraine-Ready4EU project. Acceptance by the Selection Committee must be made by consensus.

Offers will be made in the order of the date of submission of the selected applications, until the financial resources available for this purpose will be exhausted.

To accept this offer, recipients will have to conclude a 'Agreement on financial support'.

A model of this 'Agreement on financial support' is shown in Annex 2 of the "Guidelines for Applicants".

6 When to apply

Applications for Business Bridge financial support by the Ukraine-Ready4EU project can only be accepted in response to the 'Call for Applications', published by the project.

Applications can be submitted at any time between the official opening and closing date of the 'Call for Applications'.

Opening and closing dates of the 'Call for Applications' will be announced on the official website of the Ukraine-Ready4EU project hosted on <https://ukraine-ready4eu.com/business-bridge>.

The initial opening of the 'Call for Applications' is envisaged for March 2024.

The 'Call for Applications' will remain open until the budget of Ukraine-Ready4EU available for granting Business Bridge financial support will be spent or the project Ukraine-Ready4EU will end (whatever will happen first).

The call will be closed on **30 of June 2025 at the latest**, due to the scheduled end of the Ukraine-Ready4EU project in October 2025.

Important notice:

The total budget of Ukraine-Ready4EU for granting Business Bridge financial support is limited and only made available in tranches.

Therefore, the 'Call for Applications' may be closed at any time before the envisaged closure date, if the budget available for granting Business Bridge financial support is fully utilised faster than expected. The Call might be re-opened again, if new budget is made available for the project.

In case the Ukraine-Ready4EU project ends earlier than scheduled for whatever reason, the 'Call for Applications' published by the project closes automatically at its project end, without further notice or prior announcement.

7 How to apply

Applications can only be submitted via the official grant application platform, designed and functioning for the submission and the processing of applications and of reimbursement requests. The grant application platform is accessible via the Ukraine-Ready4EU website: <https://ukraine-ready4eu.com/business-bridge>.

Applicants must first have to register via an individual user account on this grant application platform.¹ During the registration process, applicants must also actively agree that all their data collected on the grant application platform will be treated in accordance with Ukrainian data protection law (for more information see the relevant Privacy Policy Statement: https://epo.org.ua/downloads/bb_privacypolicystatement_march2024.pdf). After login into the platform, they have to fill in the requested data and information into the online application form, and to upload a scanned copy of a duly signed motivation letter (see Annex 1: Guidance for motivation letter).

A case manager will check the formal eligibility of each application. This case manager will inform the applicant about the result and, if eligible, will guide the applicant through the further process. Applicants will be able to monitor the status of their application and to communicate with their responsible case manager through the online platform by using their individual user account.

8 Eligibility criteria for applications

All applications for Business Bridge financial support submitted to Ukraine-Ready4EU will be checked for eligibility first. Requests for Business Bridge financial support **have to fulfil all eligibility criteria described below in this section** to pass the eligibility check. Applications not fulfilling one or more of these eligibility criteria are ineligible and are automatically excluded from any further selection process.

8.1 Eligibility of the applicant

Only Ukrainian small and medium-sized enterprises (SMEs) and startups are invited to apply for Business Bridge financial support by the “Ukraine-Ready4EU” project. To be eligible, an applicant must comply with the following criteria:

- The applicant has not been selected for Business Bridge financial support by Ukraine-Ready4EU before.
- The applicant is a Ukrainian company located and operating on territory under effective control of Ukrainian authorities, or relocated to EU countries but is still registered in Ukraine.
- The applicant is an existing company, registered under Ukrainian law. The company is not in the process of liquidation or discontinuing its business activities.

¹ Please note, that during an initial period an interim solution may be active. However, data entered into that interim solution will later be transferred to the final submission platform automatically.

- The applicant is an SME, complying with the European SME definition: less than 250 employees and an annual turn-over less than 50 million EURO, or less than 250 employees and an annual balance less than 43 million EURO. The full definition can be found [here](#).
- The applicant is able to certify its SME status according to the European Commission's self-assessment tool ([Link](#)) by supporting legal documents on request.
- The ongoing business activities of the applicant have been negatively affected by the war (in terms of business locations, staff, turnover, export markets etc.).

8.2 Exclusion of certain applicants

The following type of applicants are **explicitly excluded** from receiving Business Bridge financial support by the "Ukraine-Ready4EU" project, even if fulfilling the criteria of section 8.1 above:

- Applicants whose beneficial owners, shareholders, members holding voting rights, investors or members of the management board (or equivalent persons) have Russian and/or Belarusian citizenship (even if they are registered in Ukraine).
- Applicants subject to EU restrictive measures pursuant to Article 29 of the Treaty on the European Union (TEU) and/or Article 215 of the Treaty on the Functioning of the European Union (TFEU).
- Consortium Partners of the "Ukraine-Ready4EU" project, their external project partners, their affiliated entities and their subsidiaries or employees – including permanent collaborators, such as persons working under a contract equal or similar to an employment contract, board members and members of their families.

8.3 Eligibility of the application

Only applications submitted through the official online grant application platform are accepted. In addition, each application must meet the following criteria to be eligible:

- All information requested on the online grant application platform must be provided in **English language**.
- The application submitted through the online platform must be **complete and correct**.
- The application must include a **motivation letter** (see [Annex 1: Guidance for motivation letter](#)).
- The application must be **authorized by the management** of the applying SME.
- Activities for which the Business Bridge financial support is requested **have not been implemented yet**. A formal start date will be specified in the 'Agreement on financial support'.
- The estimated external costs for implementing the planned specific activities will exceed the **minimum threshold of 2.500 EURO** (or equivalent in UAH).
- The applicant did not apply for **public funding from other sources for the same activity**.
- The applicant has submitted all required **supporting documents** (extract from the EDRPOU, bank details and motivation letter signed by CEO).

- The applicant has declared its readiness to cooperate with other EU initiatives supporting Ukraine SMEs, where appropriate (especially the Enterprise Europe Network; Erasmus for Young Entrepreneurs; suitable European or Ukrainian cluster initiatives; the Supply Chain Resilience Platform; the Energy Electric Matchmaking Forum Ukraine; the EU – Ukraine Solidarity Lanes).
- The applicant has declared its commitment to publicly acknowledge any EU support it may receive by the Ukraine-Ready4EU project and to display the European flag (emblem) and funding statement in all related publication.

8.4 Eligibility of specific activities

Business Bridge financial support by Ukraine-Ready4EU can only be requested for external expenses related to the following five types of action:

- **Type 1: Active participation in business meetings at official events, trade fairs, company missions or brokerage events in the EU.**
- **Type 2: External support to comply with a sustainable, digital and resilient EU economy.**
- **Type 3: Examinations and certifications of products, required for the EU Single Market.**
- **Type 4: External support on complying with customs or other formal export/import requirements for the EU Single Market.**
- **Type 5: External support on patenting and licensing for the EU Single Market.**

The types of action currently open for the submission of applications is specified in the published “Call for Applications”.

Detailed information and examples on which activities and related external expenses are eligible under the “Call for Applications” will be described as part of the published call document.

Each SME can receive Business Bridge financial support by Ukraine-Ready4EU only once, independent of the type(s) of activity they apply for. During the application process, applicants must select the type(s) of activity for which they are applying. It is possible to select one or more of the currently eligible activity types.

8.5 Eligibility of expenses

Only external expenses necessary for the implementation of at least one of the types of activities specified in the “Call for Applications” are eligible for Business Bridge financial support.

Detailed information and examples on which activities and related external expenses are eligible under the “Call for Applications” are described as part of the published call document.

9 Selection process and criteria

The budget and support capacity of the Ukraine-Ready4EU project are limited. Depending on the number of eligible applications, it may not be possible to provide Business Bridge financial support to all of them.

There is no legal claim for eligible applications to receive Business Bridge financial support by the Ukraine-Ready4EU project.

Without exception, Business Bridge financial support will be provided exclusively based on an 'Agreement for financial support', concluded between UCCI as intermediary organization and a selected Ukrainian SME.

The decision about which eligible applications will be offered the conclusion of such an agreement is jointly made by the international consortium of the Ukraine-Ready4EU project. This decision of the project's Selection Committee is based on the principle of equal treatment and non-discrimination.

Decisions of the Selection Committee will be made monthly, after individual evaluation of eligible applications received until the latest cut-off date. A maximum of 150 eligible applications can be processed and decided per month. Further eligible applications beyond the maximum number will be decided at the next cutoff date.

Evaluation and selection follow clear and transparent criteria. Acceptance by the Selection Committee must be consensus. Evaluation criteria applied by the experts of the Selection Committee, which must be fulfilled by the applicants without exception for a successful selection, are:

- **convincing motivation and ambition of the applicant to get active on the Single Market.**
- **proven export readiness and commitment of the applicant to enter the Single Market.**
- **well-defined and convincing action plan, consistent with the applicant's business profile.**
- **adequate demonstration of capability of the applicant to implement the planned activity.**
- **appropriate and convincing potential economic impact of the planned activity.**
- **realistic and convincing prospect of success of the planned activity.**

10 Conclusion of 'Agreement on financial support'

After acceptance of their application by the Selection Committee, selected applicants will be invited to enter an 'Agreement for financial support' with UCCI as intermediary organization of the Ukraine-ready4EU project. A model of this agreement is shown in Annex 2 of the "Guidelines for Applicants".

If no further clarification is required, the applicant will receive an individually specified 'Agreement for financial support' for signature.

After receiving their 'Agreement on financial support', applicants will have **not more than 15 working days** to upload the duly signed document in pdf format via the online platform of Ukraine-Ready4EU.

The hard copy of the duly sign agreement should be sent by post to the following address: **01601, Kyiv, 33 Velyka Zhytomirska str. – The Ukrainian Chamber of Commerce and Industry, Export Support Center, Olga Shubina-Kurulenko.**

If the signed 'Agreement on financial support' is not delivered on time without clear and reasonable justification, this will be regarded as rejection of the invitation to receive Business Bridge financial support from Ukraine-Ready4EU project.

Prior to the preparation of an individually specified 'Agreement on financial support', specific documents are requested from the selected applicant if not provided already, e.g. to certify its formal status and eligibility (non-exhaustive list):

- an extract from the register of entrepreneurs or any other registration document indicating the location of the registered office of the applicant.
- the legal representation (optionally POA).
- tax ID number.
- tax statements.
- ownership structure.
- citizenship.
- financial statements.
- document/s confirming the staff headcount.
- proof of ongoing business activities.
- bank identification form.
- other documents in case of doubts raised during formal checks.

If the requested documents are not delivered by the applicant within the 5 working days without clear and reasonable justification, this will be considered as a refusal of the applicant to sign an 'Agreement on financial support'.

11 Implementation of activities and reimbursement of expenses

Once the 'Agreement on financial support' is signed, the applicant will be an official recipient of support of the Ukraine-Ready4EU project.

From the agreed start date of the activity, the applicant will have **3 months to implement the activities** described in its application, **and to provide the financial and technical reports** required for reimbursement of its external expenses.

The original documents proving the implementation of the activity, as well as all original related invoices (including proofs of their payment) for which reimbursement is requested from the Ukraine-Ready4EU project, must be sent to the Ukrainian Chamber of Commerce and Industry

(UCCI) and scanned copies must be uploaded to the online platform of Ukraine-Ready4EU within 15 working days from the last payment eligible for reimbursement.

Non-fulfilment constitutes a breach of the 'Agreement on financial support' and may result in its termination according to its article 5.

12 Communication with Ukraine-Ready4EU

In case of any questions related to applications for Business Bridge financial support, to the implementation of supported activities or to reimbursement of related costs, the helpdesk of the Ukraine-Ready4EU project can be contacted via email to businessbridge@ukraine-ready4eu.com.

Any updates concerning the project, the "Guidelines for Applicants" or the "Call for Applications" will be communicated on the official UkraineReady4EU webpage <https://ukraine-ready4eu.com/business-bridge>.

13 Disclaimer

Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or granting authority European Innovation Council and SMES Executive Agency (EISMEA). Neither the European Union nor the granting authority can be held responsible for them.

The project Ukraine-Ready4EU is funded by the European Union via the "Business Bridge" Call SMP-COSME-2023-SMEUA under the project number 101139573.

Annex 1: Guidance for motivation letter

The motivation letter must include the following information:

- A) Name and place of your company.**
- B) Type(s) of activity addressed.**
- C) Title of your planned activity.**
- D) Planned start date / Planned end date.**

The text of the motivation letter shall answer the following questions in short:

- 1) Why do you want to become active in the EU Single Market? Describe your motivation.**
- 2) What experience do you already have on the EU Single Market? What do you plan in addition to that? Which support do you still need?**
- 3) How do you plan to operate on the EU Single Market? Describe your action plan.**
- 4) For which step/measure/activity of your action plan do you request Business Bridge financial support from Ukraine-Ready4EU?**
- 5) Why do you need Business Bridge financial support to carry out the planned activities?**
- 6) What type of expenses do you want to cover with that Business Bridge financial support?**
- 7) If your action plan contains purchasing of external advisory services: Which service provider in Ukraine or EU do you plan to engage?**
- 8) Why are this planned activities important for your company?**
- 9) How do they fit to your business profile?**
- 10) What impact do you expect for your company (sales, profit, turnover, jobs etc)?**

The motivation letter must not exceed a total of 5000 characters. Any character exceeding the limit of 5000 characters will not be considered in the selection process.

It shall include the company's official letterhead, stamp and signature of its owner or manager.

| HAVE AGREED THE FOLLOWING: | ДОМОВИЛИСЬ ПРО НАСТУПНЕ: |
|---|--|
| <p align="center"><u>Article 1 - Subject of the contract</u></p> <p>1.1 The IO will reimburse the amount of the costs paid by Recipient for the service that was described in the application form N# [redacted] that was submitted in the Ukraine Ready4EU application IT system, and was selected for reimbursement of cost for services that can be covered by current project.¹</p> <p>1.2 The maximum amount of direct Business Bridge financial support is limited to 2.500 EURO.</p> | <p align="center"><u>Стаття 1 - Предмет договору</u></p> <p>1.1 ОП України відшкодує суму витрат, сплачених Реципієнтом за послугу, яка була описана в апікаційній формі № [redacted], що була подана в інформаційній системі програми "Готовність України до ЄС", та була відібрана для відшкодування витрат на послуги, які можуть бути покриті в рамках поточного проекту.¹</p> <p>1.2 Максимальна сума прямої фінансової підтримки в рамках програми Бізнес-міст становить 2.500 євро.</p> |
| <p align="center"><u>Article 2 - Eligibility criteria of the Business Bridge financial support and obligations of the Recipient</u></p> <p>Ukraine-Ready4EU project is strategic project for supporting Ukrainian SMEs to integrate into the EU Single Market.</p> <p>The Recipient has accepted to comply with all the conditions related to the implementation of this project, in particular:</p> <p>2.1. The Recipient is a SME according to the European Definition of SMEs and is able to demonstrate its SME status with the SME Self-Assessment tool of the European Commission and prove it by providing the relevant documentation (e.g. extract from the EDRPOU, balance sheets, profit and loss accounts, proof of the staff headcount, etc.).</p> <p>2.2. The Recipient is a Ukrainian SME based in Ukraine and located and registered on territories that are under the effective control of the Ukrainian authorities or relocated to EU countries.</p> <p>2.3. The Recipient agrees to be referred to in a future central database of Ukrainian SMEs receiving financial support from EU and internationally-funded schemes (including the use</p> | <p align="center"><u>Стаття 2 - Мета та критерії прийнятності фінансової підтримки і зобов'язання одержувача в рамках програми Бізнес-міст</u></p> <p>Проект Ukraine-Ready4EU є стратегічним проектом для підтримки МСП України в інтеграції до EU Single Market.</p> <p>Отримувач погодився та дотримуватися всіх умов щодо реалізації цього проекту, зокрема:</p> <p>2.1. Реципієнт є МСП у розумінні Європейського визначення МСП і може підтвердити свій статус МСП за допомогою інструменту самооцінки МСП Європейської Комісії та шляхом подання відповідних документів (наприклад, виписка з ЄДРПОУ, баланси, звіти про прибутки та збитки, підтвердження кількості працівників тощо).</p> <p>2.2. Отримувач – це МСП, що базується в Україні, розташоване та зареєстроване на територіях, які фактично контролюються українською владою.</p> <p>2.3. Отримувач погоджується бути внесеним до майбутньої центральної бази даних українських МСП, які отримують фінансову підтримку від ЄС та міжнародних схем (включаючи</p> |

of its logo), in order to ensure transparency and avoid double-funding. This future central database will be managed by Diia.Business and the Ukrainian Consortium Partners of the "Ukraine-Ready4EU" project.

2.4. The Recipient confirms not to receive funding from any other entity for the activities supported by this action.

2.5. The Recipient intends to grow and to implement sustainable business models.

2.6. The Recipient commits to clearly identify, advertise and communicate the EU funding received. Communication activities related to the action must acknowledge EU support and display the European flag (emblem) and funding statement.

2.7. The Recipient confirms its readiness for the further development of the company and increase its visibility on the Single Market: the company is invited to receive complimentary services from EC initiatives, such as EEN, ECCP, Erasmus, or, if necessary, to register on the b2match platforms (Solidarity Lanes, Supply Chain or Energy Electric Forum), or to become member of one of the Ukrainian clusters from Ukrainian Cluster Alliance.

2.8 The Recipients must take all measures to prevent any situation where the impartial and objective implementation of the Agreement could be compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect interest ('conflict of interests').

2.9 The Recipient must carry out the agreed activities in line with the highest ethical standards and the applicable EU, international and national law on ethical principles. In addition, the Recipient must ensure the respect of basic EU values. The basic EU values are laid out in Art. 2

використання її логотипу), щоб забезпечити прозорість та уникнути подвійного фінансування. Ця майбутня централізована база даних буде управлятися "Дія.Бізнес" та українськими партнерами консорціуму проекту "Ukraine-Ready4EU".

2.4. Отримувач підтверджує, що не отримує фінансування від будь-якої іншої організації для заходів, які підтримуються цим проектом.

2.5. Отримувач має намір розвиватися та впроваджувати стійкі бізнес-моделі.

2.6. Отримувач зобов'язується чітко ідентифікувати, рекламувати та повідомляти про отримане фінансування ЄС. Комунікаційні заходи, пов'язані з діяльністю в рамках цього проекту, повинні визнавати підтримку ЄС і відображати європейський прапор (емблему) і заяву про фінансування.

2.7 Отримувач підтверджує свою готовність до подальшого розвитку компанії та підвищення її видимості на Єдиному ринку, а саме компанія запрошена отримувати безкоштовні послуги від таких ініціатив ЄС, як EEN, ECCP, Erasmus або якщо необхідно зареєструватися на платформі b2match (Solidarity Lanes, Supply Chain або Energy Electric Forum) або стати членом одного з українських кластерів від УКА.

2.8 Отримувачі повинні вжити всіх заходів для запобігання будь-якій неупередженій та об'єктивній ситуації реалізація Угоди може бути скомпрометована через причини, що стосуються сімейного, емоційного життя, політична або національна приналежність, економічний інтерес або будь-який інший прямий чи непрямий інтерес («конфлікт інтереси»).

2.9 отримувач має дотримуватись найвищих етичних стандартів і чинного законодавства ЄС, міжнародного та національного законодавства щодо етичних принципів. Основні цінності ЄС викладені в ст. 2 Лісабонського договору та Хартії основних прав людини.

| | |
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| <p>of the Lisbon Treaty and the EU Charter of Fundamental Rights.</p> | |
| <p><u>Article 3 – Service description and duration of the agreement</u></p> <p>3.1. The Agreement enters into force from the moment of signing, and is valid until the Parties fully fulfill their obligations.</p> <p>3.2. The Recipient is only entitled to direct Business Bridge financial support for actions/services that have been described in detail in the application form and in Annex 1 to this agreement.</p> <p>3.3. The Recipient is invited to learn lessons from the experience gained after receiving direct Business Bridge financial support and to prepare an action plan for the company's next actions.</p> | <p><u>Стаття 3 –Опис послуг та тривалість угоди</u></p> <p>3.1. Угода набирає чинності з моменту підписання, і діє до повного виконання своїх обов’язків Сторонами</p> <p>3.2 Отримувач має право отримувати пряму фінансову підтримку в рамках програми Бізнес-міст лише для дій/послуг, які були детально описані у Формі заявки та в Додатку 1 до цієї Угоди.</p> <p>3.3. Отримувач запрошується після отримання прямої фінансової підтримки в рамках програми Бізнес міст провести сесію з підведення підсумків і підготувати план дій для наступних дій компанії.</p> |
| <p><u>Article 4 – Payment arrangements and Reporting</u></p> <p>4.1. The SMEs benefiting from this Business Bridge financial support will need to justify all expenses by providing to the consortium supporting documents for each expense.</p> <p>All documents, invoices to be reimbursed and proofs of payment must be sent in original to the IO and uploaded to the IT system within 15 working days from the last payment eligible for reimbursement.</p> <p>4.2. Reimbursement of travel costs: For reimbursement of flight and accommodation for participation in B2B events, company missions and trade fairs, the company must provide the IO with the relevant information and documents about the event, its duration and the name of the institution organizing it. Additional documents such as photos and cheques must also be provided after the end of the event to prove the stay.</p> <p>4.3. The IO will reimburse the costs for the SMEs after the payment was made by the Recipient.</p> | <p><u>Стаття 4 - Організація оплати та звітність</u></p> <p>4.1. МСП, які отримують фінансову підтримку в рамках програми Бізнес-міст, повинні будуть обґрунтувати всі витрати, надавши консорціуму підтверджуючі документи для кожної витрати.</p> <p>Усі документи, рахунки-фактури, які підлягають відшкодуванню, і підтвердження оплати мають бути надіслані в оригіналі до ОП та завантажені в ІТ-систему протягом 15 днів після здійснення останньої оплати вартості послуг дозволених в проекті.</p> <p>4.2. Відшкодування витрат на проїзд: Для відшкодування перельоту та проживання для участі в заходах B2B, місіях компанії та торгових ярмарках компанія повинна надати ОП відповідну інформацію та документи про захід, його тривалість та назву установи, яка його організовує. Додаткові документи, такі як фотографії та чеки, також необхідно надати після закінчення заходу, щоб підтвердити перебування.</p> <p>4.3. ОП відшкодує витрати для МСП після того, як платіж буде здійснено Отримувачем фінансової допомоги.</p> |

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| <p>4.4 The IO will reimburse the costs in UAH for the Recipient based on the exchange rate (EUR/UAH) set by the National Bank of Ukraine (NBU) on the day of the transfer of the reimbursement to the Recipient.</p> <p>4.5. The reimbursement is only possible for costs incurred after the confirmation of eligibility of the application dated xx.xx.xxxx.</p> <p>4.6. The Recipient must keep records and other supporting documents to prove the proper implementation of the action at least 5 years after payment of the Business Bridge financial support.</p> | <p>4.4 ОП відшкодовує Одержувачу витрати в гривнях на основі обмінного курсу (EUR/UAH), встановленого Національним банком України (НБУ) на день переказу відшкодування Одержувачу</p> <p>4.5. Відшкодування можливе лише за витрати, понесені після підтвердження прийнятності заявки від xx.xx.xxxx.</p> <p>4.6. Отримувачем фінансової допомоги повинен зберігати записи та інші підтверджуючі документи, щоб підтвердити належне виконання проекту, принаймні 5 років після виплати фінансової підтримки в рамках програми Бізнес-міст.</p> |
| <p><u>Article 5 – Termination of the agreement</u></p> <p>5.1 This agreement can be terminated for an important reason. As important is recognized a reason for which the continuation of the contractual relationship until the end of the Project is considered unreasonable for the terminating party while taking into account the mutual interests and all circumstances of the individual case. Examples of when continuation of the contractual relationship is considered unreasonable (without prejudice to other termination situations) are if:</p> <ul style="list-style-type: none"> - the recipient has committed fraud, corruption, or is involved in a criminal organization or illegal activity - the recipient does not comply with the applicable national law on taxes and social security - bankruptcy proceedings or similar proceedings under national law are opened against the recipient - if the official events, trade fairs, company missions or brokerage events in the EU for which the recipient was promised Business Bridge financial support are officially cancelled or postponed in such a way that they no longer fall within the duration of the “Ukraine-Ready4EU” project - etc. <p>5.2 The agreement can also be terminated by the IO if the Recipient breach its contractual</p> | <p><u>Стаття 5 - Припинення дії угоди</u></p> <p>5.1 Ця угода може бути розірвана з поважної причини. Поважною причиною вважається, якщо продовження договірних відносин до завершення Проекту вважається нерозумним для сторони, що розриває договір, беручи до уваги взаємні інтереси та всі обставини конкретного випадку. Прикладами, коли продовження договірних відносин вважається нерозумним (без шкоди для інших ситуацій розірвання договору), є випадки, коли</p> <ul style="list-style-type: none"> - одержувач вчинив шахрайство, корупцію або бере участь у злочинній організації чи незаконній діяльності - одержувач не дотримується чинного національного законодавства про податки та соціальне забезпечення - проти реципієнта відкрито провадження у справі про банкрутство або аналогічне провадження згідно з національним законодавством - якщо офіційні заходи, виставки, місії компаній або брокерські заходи в ЄС, на які реципієнту було обіцяно фінансову підтримку Business Bridge, офіційно скасовано або перенесено таким чином, що вони більше не підпадають під тривалість проекту "Україна - Ready4EU" - тощо. <p>5.2 Угода також може бути розірвана МО, якщо Одержувач порушує свої договірні зобов'язання.</p> |

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| <p>obligations. In the event of a breach of the contractual obligations the IO also has the right to claim the Recipient the full refund of all payments made to the Recipient up to that point.</p> <p>5.3 The agreement can also be terminated by the IO if the Grant Agreement Ukraine-Ready4EU was terminated for any reason.</p> <p>5.4 The IO can terminate the agreement, if a change to the legal, financial, technical, organisational or ownership situation of the Recipient is likely to substantially affect or delay the implementation of the action or calls into question the decision to award the grant.</p> | <p>У разі порушення договірних зобов'язань Організація, що надає підтримку, також має право вимагати від Одержувача повного відшкодування всіх платежів, здійснених Одержувачу до цього моменту.</p> <p>5.3 Угода також може бути розірвана Посередником у разі припинення дії Грантової угоди між Україною та програмою Ready4EU з будь-якої причини.</p> <p>5.4 ОП може розірвати угода , якщо зміна в юридичній, фінансовій, технічній, організаційній або правовій ситуації Одержувача може суттєво погіршити або затримати реалізацію заходу або поставити під сумнів рішення про надання фінансування.</p> |
| <p style="text-align: center;"><u>Article 6 – Data Protection</u></p> <p>6.1. The parties must keep confidential any data, documents or other material (in any form) that is identified as sensitive in writing ('sensitive information') — during the implementation of the action.</p> <p>6.2. The parties must process personal data under the Agreement in compliance with the applicable Ukrainian law on data protection.</p> | <p style="text-align: center;"><u>Стаття 6 – захист даних</u></p> <p>6.1. Сторони повинні зберігати конфіденційність будь-яких даних, документів або інших матеріалів (у будь-якій формі), які в письмовій формі визначені як конфіденційні («конфіденційна інформація») — під час виконання заходів.</p> <p>6.2. Сторони повинні обробляти персональні дані згідно Угоди та відповідно до чинного законодавства України про захист даних.</p> |
| <p style="text-align: center;"><u>Article 7 - Financial audits and controls</u></p> <p>7.1. The IO is authorized at any time during the implementation of the Project and the activities under this agreement and up to five years after the end of the project to arrange financial audits and checks/reviews of the implementation of the action and the compliance with the obligations to be carried out on the Recipient.</p> <p>7.2. Findings in audits, reviews or checks may lead to the rejection of ineligible costs, reduction of the grant or recovery of undue amounts.</p> | <p style="text-align: center;"><u>Стаття 7 - Фінансові аудити та контроль</u></p> <p>7.1. ОП уповноважені в будь-який час під час реалізації Проекту та діяльності, передбаченої цією Угодою, а також протягом п'яти років після завершення Проекту організувати фінансові аудити та перевірки/огляди виконання заходів та дотримання зобов'язань, покладених на Одержувача.</p> <p>7.2. Результати аудитів, оглядів або перевірок можуть призвести до відхилення неприйнятних витрат, зменшення гранту або стягнення надмірних сум.</p> |
| <p style="text-align: center;"><u>Article 8 - Liability</u></p> <p>8.1. The IO cannot be held liable for any damage caused to the Recipient as a consequence of</p> | <p style="text-align: center;"><u>Стаття 8 - Відповідальність</u></p> <p>8.1. Організація підтримки, не несуть відповідальності за будь-яку шкоду, заподіяну</p> |

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| <p>implementing this agreement, or any acts/omissions in relation to this contract, including negligence.</p> <p>8.2. The Recipient is liable for any act or omission that causes damages to the IO in relation to this agreement.</p> <p>8.3 The Recipient has to compensate the IO for any damage it sustains as a result of the agreement. This does not apply in the event of damage due to force majeure.</p> <p>8.4 Joint liability between IO and the Recipient is excluded.</p> | <p>Одержувачу в результаті виконання цієї угоди, або за будь-які дії/бездіяльність, пов'язані з цим контрактом, включаючи недбалість.</p> <p>8.2. Одержувач несе відповідальність за будь-яку дію або бездіяльність, що завдає шкоди Організації підтримки, у зв'язку з цією угодою.</p> <p>8.3 Одержувач зобов'язаний відшкодувати Організації підтримки, будь-яку шкоду, якої вони зазнали внаслідок цієї угоди. Це не поширюється на збитки, завдані внаслідок форс-мажорних обставин.</p> <p>8.4 Солідарна відповідальність між МО та Одержувачем виключається.</p> |
| <p style="text-align: center;"><u>Article 9 - Force Majeure</u></p> <p>9.1 A party prevented by force majeure from fulfilling its obligations under the Agreement cannot be considered in breach of them.</p> <p>9.2 'Force majeure' means any situation or event that:</p> <ul style="list-style-type: none"> - prevents either party from fulfilling their obligations under the 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. <p>9.3 Any situation constituting force majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects.</p> <p>9.4 The parties must immediately take all the necessary steps to limit any damage due to force majeure and do their best to resume implementation of the action as soon as possible.</p> | <p style="text-align: center;"><u>Стаття 9 - Форс-мажорні обставини</u></p> <p>9.1 Сторона, яка була позбавлена можливості виконувати свої зобов'язання за Договором внаслідок форс-мажорних обставин, не може вважатися такою, що їх порушила.</p> <p>9.2 "Форс-мажор" означає будь-яку ситуацію або подію, яка</p> <ul style="list-style-type: none"> - перешкоджає будь-якій зі сторін виконувати свої зобов'язання за Договором, - є непередбачуваною, винятковою ситуацією та невідконтрольною сторонам - не є наслідком помилки або недбалості з їхнього боку (або з боку інших учасників, залучених до дії) і - виявилася неминучою, незважаючи на вжиття всіх належних заходів. <p>9.3 Про будь-яку ситуацію, що становить форс-мажор, необхідно негайно офіційно повідомити іншу сторону, із зазначенням характеру, ймовірної тривалості та передбачуваних наслідків.</p> <p>9.4 Сторони повинні негайно вжити всіх необхідних заходів для обмеження будь-якої шкоди внаслідок форс-мажорних обставин і зробити все можливе для якнайшвидшого відновлення виконання договору.</p> |

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| <p style="text-align: center;"><u>Article 10 - Promotion</u></p> <p>10.1 Any communication activity of the Recipient related to the action must acknowledge EU support and display the European flag (emblem) and funding statement (translated into local languages, where appropriate).</p> <p>10.2 Any communication or dissemination activity related to the action must indicate the following disclaimer: <i>“Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or the European Innovation Council and SMEs Executive Agency (EISMEA). Neither the European Union nor the granting authority can be held responsible for them.”</i></p> | <p style="text-align: center;"><u>Стаття 10 - Промоція</u></p> <p>10.1 Будь-яка комунікаційна діяльність Одержувача, пов'язана з проектом, повинна підтверджувати підтримку ЄС і містити європейський прапор (емблему) та заяву про фінансування (перекладену місцевими мовами, де це доречно).</p> <p>10.2 Будь-яка комунікаційна або інформаційна діяльність, пов'язана з проектом, повинна містити наступне застереження: <i>"Фінансується Європейським Союзом. Висловлені погляди та думки належать виключно автору(ам) і не обов'язково відображають погляди та думки Європейського Союзу або Європейської ради з інновацій та виконавчого агентства з питань малого та середнього бізнесу (EISMEA). Ані Європейський Союз, ані орган, що надав грант, не несуть за них відповідальності."</i></p> |
| <p style="text-align: center;"><u>Article 11 – Contact person</u></p> <p>Any communication in connection with this agreement shall be done by the company in writing to the contact person mentioned below.</p> <p>Name and surname of the contact person in the IO: Shubina-Kurulenko Olga Function: Address:: Velyka Zhytomyrska Str. 33, Kyiv, 01601, Ukraine Tel.:+380506434344 Email: soo-ird@ucci.org.ua</p> | <p style="text-align: center;"><u>Стаття 11 – Контактна особа</u></p> <p>Будь-яка комунікація у зв'язку з цією угодою повинна здійснюватися в письмовій формі контактній особі, зазначеній нижче.</p> <p>Прізвище, ім'я та по батькові контактної особи в ОП: Шубіна -Куруленко Ольга Посада: Адреса: вул. Велика Житомирська. 33, м. Київ, 01601, Україна Тел.:+380506434344 Електронна адреса: soo-ird@ucci.org.ua</p> |
| <p style="text-align: center;"><u>Article 12 – Bank account</u></p> <p>Payment of the Business Bridge financial support will be made to the Recipient bank account:</p> <p>Recipient's Name of the bank: Recipient's bank account IBAN:</p> | <p style="text-align: center;"><u>Стаття 12 – Банківський рахунок</u></p> <p>Виплата фінансової підтримки в рамках програми Бізнес міст буде здійснена на банківський рахунок Одержувача:</p> <p>Назва банку отримувача: Номер банківського рахунку отримувача: IBAN:</p> |

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| <p><u>Article 13 – Applicable law and Dispute settlement</u></p> <p>13.1. The Agreement is governed by the applicable Ukrainian law.</p> <p>13.2. Disputes concerning the interpretation, application or validity of the Agreement must be brought before the courts of Kyiv, Ukraine. A deviating place of jurisdiction is permitted if the parties mutually agree to this.</p> | <p><u>Стаття 13. Застосоване законодавство та врегулювання суперечок</u></p> <p>13.1. Угода регулюється чинним законодавством України.</p> <p>13.2. Спори щодо тлумачення, застосування або дійсності цієї Угоди підлягають розгляду в судах м. Київ, Україна. Зміна місця юрисдикції допускається за взаємною згодою Сторін.</p> |
| <p><u>Article 14 – Language</u></p> <p>The working language for the Project will be English. Especially related formal communication between the consortium and the Recipient applicants must be available in English.</p> | <p><u>Стаття 14 - Мова</u></p> <p>Робочою мовою Проекту буде англійська. Особливо пов'язане з цим офіційне спілкування між консорціумом та заявниками-реципієнтами повинно здійснюватися англійською мовою.</p> |
| <p><u>Article 15 – Other provisions</u></p> <p>15.1. Any amendment to this agreement must be the subject of a written supplementary agreement. No oral agreement may bind the parties to this effect.</p> <p>15.2. Done in two copies, one for each party.</p> | <p><u>Стаття 15 – Інші положення</u></p> <p>15.1. Будь-яка поправка до цієї угоди повинна бути зазначена та прописана в додатковій угоді до цього договору. Жодна усна домовленість не може зобов'язувати сторони до виконання.</p> <p>15.2. Договір надано в двох примірниках</p> |
| <p><u>Article 16 - Legal addresses and details of the parties</u></p> <p>For IO: Mr. Mykola Gavrylenko, Vice-president</p> <p>_____</p> <p>Data + Stamp</p> <p>For Recipient legal entity:</p> <p>_____</p> <p>Data + Stamp</p> | <p><u>16. - Юридичні адреси і реквізити сторін</u></p> <p>Для ОП Микола Гавриленко, віце-президент</p> <p>_____</p> <p>Дата + Печатка</p> <p>For Recipient legal entity:</p> <p>_____</p> <p>Дата + Печатка</p> |