THIS STATEMENT MUST BE PRINTED ON THE OFFICIAL LETTERHEAD PAPER OF THE SIGNATORY ORGANISATION

**LETTER OF INTENT FOR PROJECT APPLICATION**

In order to achieve a minimum agreement between the provisionally titled “CoVE” Project and to develop a competitive proposal for a Collaborative Project in response to the call **Partnership for Excellence - Centres of Vocational Excellence (ERASMUS-EDU-2023-PEX-COVE)** within the ERASMUS+ Programme of the European Community, the signatory partner agrees on the following:

**Goals:**

The goals of the consortium for the Project are set as follows:

* Preparation and submission of the project, and if successful,
* Preparation of a grant agreement and negotiation of a consortium agreement, and
* Execution of the Project.

In consequence, the partner has the responsibility to actively participate in the preparation of the proposal: provide the necessary information, participate in the project definition and meetings, allocate resources, respect the planning and deadlines.

**Confidentiality:**

* All information regarding the structure, set up and technical content of the proposal is confidential and may not be disclosed to third parties without the approval of the disclosing Party.
* No new partner may be contacted or informed about the technical details of the project without prior approval from the Project Coordinator and after signing this letter of understanding.

**Consortium agreement:**

* Organic Electronics Saxony Management GMBH (OES) is empowered by the Consortium to act as the Project Coordinator with all the corresponding obligations during the negotiation and the execution phases.
* Should the project be granted, the partners engage themselves to negotiate and to sign a Consortium Agreement, on the basis of the joint project, before the signature of the contract between the Project Coordinator and the European Commission.

**Exclusivity:**

During the term of this Agreement, the Parties may not submit a proposal on their own and may not co-operate with any third party submitting a competing proposal to the mentioned Call **Partnership for Excellence - Centres of Vocational Excellence (ERASMUS-EDU-2023-PEX-COVE)**

**Proposal costs:**

The technical assistance for the proposal preparation and submission to the before mentioned call and its later negotiation, once the proposal has been selected for funding, will be subcontracted to ZABALA INNOVATION CONSULTING, S.A.

**HTW Dresden** will contribute to the costs derived from this subcontracting proportionally to its budget participation share in the Consortium and according to the following terms:

Submission:

Submission fees will be the following: 10.000€

These fees will be distributed among proportionally to the Budget of each participant.

Total amount before mentioned will be invoiced within 30 days following the submission of the project.

Success and GA negotiation:

In the case that the proposal is finally funded in the call for proposals, **HTW Dresden** will contribute to cover the Success and GA negotiation Fees proportionally to the funding received according to the Grant Agreement of the cooperative Project. Fees for success and Project Management will be the following: 1,7% of the EC Requested Funding. These fees will be invoiced by ZABALA INNOVATION CONSULTING, S.A. directly to **HTW Dresden** within 30 days following the reception of the funding**.**

Invoicing Data of the Partner:

|  |  |
| --- | --- |
| NAME | HTW Dresden |
| VAT Number | DE 188 729 062 |
| INVOICING ADDRESS | PF 120701, D-01008 Dresden |
| ATT. |  |
| E-MAIL | info@htw-dresden.de |

***DURATION***

This Agreement shall terminate without any further demand and without liability of any Party to the others upon the first to occur of the following events:

* Automatically upon rejection of the Project by the European Commission;
* Automatically upon cancellation of the Project by the European Commission during the negotiation of the Project;

The Receiving Party’s duty to protect Confidential Information as foreseen above shall continue for a period of five years after expiry or termination.

***CONFIRMATION AND COMMITMENT***

The signatory Partner confirms and declares:

* to become a partner for this project according to the provisions of this letter of intent;
* to be fully eligible in accordance with the criteria set out in the specific call for proposals;
* to have the financial and operational capacity to carry out the proposed action;
* to use the information disclosed to him solely for the purpose of the preparation and submission of a proposal and, if successful, for the preparation of the grant agreement; and not to make any other use, whether commercial or non-commercial, without the prior written consent of the Partner disclosing it;
* to pay its share of the proposal preparation and success fees.

Signed in ……………, at ...… April 2023

Name and Position of the signatory:

Official stamp of the organisation: