

DRAFT "CORE" GRANT AGREEMENT

Provisions of the FCH Joint Undertaking

GRANT AGREEMENT No _____

PROJECT TITLE [ACRONYM]

(indicate **FUNDING SCHEME**)

The FCH Joint Undertaking (the "*FCH JU*"), represented for the purposes of this agreement by [forename, name], its Executive Director or her/his duly representative,

of the **one part**,

and (name of the *coordinator* and legal form) (national registration number if any), established in (full address city/state/province/country), represented by (name of legal representative), (function) [and/or (name of legal representative), (function)], or her/his/their authorised representative, the beneficiary acting as coordinator of the *consortium* (the "*coordinator*"), ("*beneficiary* no. 1"),

of the **other part**

HAVE AGREED to the following terms and conditions including those in the following annexes, which form an integral part of this grant agreement (the "*grant agreement*").

Annex I - Description of Work

Annex II - General conditions

Annex III - Form A – Accession of beneficiaries to the *grant agreement*

Annex IV - Form B – Request for accession of a new beneficiary to the *grant agreement*

Annex V - Form C – Financial statement

Annex VI – Form D – Terms of reference for the certificate on the financial statements
and Form E - Terms of reference for the certificate on the methodology

Article 1 – *Accession to the grant agreement of the other beneficiaries*

1. The *coordinator* shall endeavour to ensure that each legal entity identified below accedes to this *grant agreement* as a *beneficiary*, assuming the rights and obligations established by the *grant agreement* with effect from the date on which the *grant agreement* enters into force, by signing Form A in three originals, countersigned by the *coordinator*.

- **(full name and legal form of the *beneficiary*) (national registration number if any)** established in (full address city/state/province/country), represented by (name of legal representative) (function), [and/or (name of legal representative), (function)], or her/his/their authorised representative ("*beneficiary* no. 2"),

- **(full name and legal form of the *beneficiary*) (national registration number if any)** established in (full address city/state/province/country), represented by (name of legal representative) (function), [and/or (name of legal representative), (function)], or her/his/their authorised representative ("*beneficiary* no. 3"),

- (...)

All the *beneficiaries* together form the consortium (the "*consortium*").

2. The *coordinator* shall send to the *FCH JU* one duly completed and signed Form A per *beneficiary* at the latest 45 calendar days after the entry into force of the *grant agreement*. The two remaining signed originals shall be kept, one by the *coordinator* to be made available for consultation at the request of any *beneficiary*, and the other by the *beneficiary* concerned.

3. Should any legal entity identified above, fail or refuse to accede to the *grant agreement* within the deadline established in the previous paragraph, the *FCH JU* is no longer bound by its offer to the said legal entity(ies). The *consortium* may propose to the *FCH JU*, within the time-limit to be fixed by the latter, appropriate solutions to ensure the implementation of the *project*. The procedure established in Annex II for amendments to this *grant agreement* will apply.

4. The *beneficiaries* are deemed to have concluded a *consortium* agreement (the "*consortium agreement*") regarding the internal organisation of the *consortium*.

Article 2 – Scope

The *FCH JU* has decided to grant a financial contribution for the implementation of the *project* as specified in Annex I, called [*project* title (Acronym)] (the "*project*") under the conditions laid down in this *grant agreement*.

Article 3 – Duration and start date of the project

The duration of the *project* shall be [insert number] months from [the first day of the month after the entry into force of the *grant agreement*] [insert fixed start date¹] [the effective starting date notified by the *coordinator* /*beneficiary* which must be within [insert number] months from the date the *grant agreement* enters into force] (hereinafter referred to as the "start date").

Article 4 – Reporting periods and language of reports

The *project* is divided into reporting periods of the following duration:

- P1: from month 1 to month X
- P2: from month X+1 to month Y
- P3: from month Y+1 to month Z
- (...)

¹NOTE: In cases where the start date of the *project* is before the grant agreement is signed by both parties, i.e. before it has entered into force, according to Article 98 of the *FCH JU* Financial Rules, it is required that the consortium can demonstrate the need to start the action before the agreement is signed. In any case, the start date of the *project* cannot be prior to the submission of the proposal.

- [final]: from month [N+1] to the last month of the *project*

Any report and deliverable, when appropriate, required by this *grant agreement* shall be in English.

Article 5 – Maximum FCH JU financial contribution

1. The maximum *FCH JU* financial contribution to the *project* shall be EUR [insert amount]([insert amount in words] EURO).

The actual *FCH JU* financial contribution shall be calculated in accordance with the provisions of this *grant agreement*.

Notwithstanding Article II.16, and taking into account that the in-kind contribution from industry shall at least match the contribution of the Union, the maximum funding rates in this *Grant agreement* are for:

1.1 Direct eligible costs

Beneficiary no. 1

- for research and technological development activities: [insert %],
- for demonstration activities; [insert %],
- for other activities: [insert %].

[*Beneficiary* no. 2

- for research and technological development activities: [insert %],
- for demonstration activities; [insert %],
- for other activities: [insert %],]

[*Beneficiary* no. 3

- for research and technological development activities: [insert %],
- for demonstration activities; [insert %],
- for other activities: [insert %],]

[...]

1.2 Indirect costs

As provided for in Article II.16.5 or Article II.16.6

2. Details of the *FCH JU* financial contribution are contained in Annex I to this *grant agreement* which includes:

- a table of the estimated breakdown of budget, *FCH JU* financial contribution per activity to be carried out by each of the *beneficiaries* and the calculated pre-financing to each *beneficiary*

under the *project*. *Beneficiaries* are allowed to transfer budget between different activities and between themselves in so far as the work is carried out as foreseen in Annex I.

- [a table per *beneficiary* specifying the budget to be reimbursed as a lump sum. *Beneficiaries* are not allowed to transfer financial contribution of the Union to the part to be reimbursed as a lump sum [a table per *beneficiary* specifying the budget to be reimbursed as a lump sum. *Beneficiaries* are not allowed to transfer financial contribution of the Union to the part to be reimbursed as a lump sum.]²

3. The bank account of the *coordinator* to which all payments of the *FCH JU* financial contribution shall be made is:

Name of account holder:

Name of bank:

Account reference: IBAN/sort code and number

Article 6 – *Pre-financing*

A pre-financing of EUR [insert amount] ([insert amount in words] EURO) shall be paid to *coordinator* within 45 days following the date of entry into force of this *grant agreement*. The *coordinator* shall distribute the pre-financing only to the *beneficiaries* who have acceded to the *grant agreement* and after the minimum number of *beneficiaries* as detailed in the call for proposals to which the *project* is related have acceded to the *grant agreement*.

[NOTE: A special clause shall be foreseen in case payments will have to be performed directly from the *FCH JU* to the beneficiaries.]

This amount should be fixed in accordance to the needs of the *project* and shall never represent more than 80% of the total amount of the *FCH JU* contribution.

The *coordinator* shall be responsible for distributing the pre-financing in accordance with the *consortium agreement*. The *coordinator* shall in particular ensure that any payment of pre-financing

- to a *beneficiary* for which the ex ante verification of the financial capacity, as provided for in Article II.6, has failed and that has not provided any guarantee, shall not exceed [10 000] EUR

- to a *beneficiary* for which the ex ante verification of the financial capacity as provided for in Article II.6, is successful, shall not exceed 80% of the maximum financial contribution as provided for in Article 5.1, to that *beneficiary*.

The coordinator shall be liable to reimburse the *FCH JU* for any potential loss arising from these amounts having been exceeded.

² NOTE: This indent only appears when part of the grant is reimbursed as lump sum, flat rate (other than indirect costs) (including scale of unit costs) or a combination of those.

Article 7 – *Special clauses*

[No special clauses apply to this *grant agreement*.]

[The following special clauses apply to this *grant agreement*.]

Article 8 – *Communication*

1. Any communication or request concerning the *grant agreement* shall identify the *grant agreement* number, the nature and details of the request or communication and be submitted to the following addresses:

For the <i>FCH JU</i> :	FCH Joint Undertaking
	[name]
	[address]
	Belgium

For the <i>coordinator</i> :	[name of contact person]
	[contact address]

2. For information or documents to be transferred by electronic means, the following addresses shall be used:

For the *FCH JU*:

For the *coordinator*:

3. In case of refusal of the notification or absence of the recipient, the *beneficiary* or the *consortium*, as the case may be, is deemed to have been notified on the date of the latest delivery, if notification to the *coordinator* has been sent to one of the addresses mentioned in paragraphs 1 and 2 and to their legal representative. Other *beneficiaries* are deemed to have been notified if notification has been sent to the address mentioned in Article 1.1.

4. Any communication or request relating to the processing of personal data (Article II.13) shall be submitted, using the address(es) for the *FCH JU* identified in paragraphs 1 and 2, to the *FCH JU* responsible for the processing: The Executive Director of the *FCH JU*.

Article 9 – *Applicable law and competent court*

The *FCH JU* financial contribution is a contribution with the aim to implement the 7th Research Framework Programme (FP7) and it is incumbent on the *FCH JU* to execute FCH JTI. Accordingly, this *grant agreement* shall be governed by the terms of this *grant agreement*, the European Union acts related to the FCH JTI (Council Regulation No 521/2008], the *FCH JU* Financial Rules, as well as other relevant European Community and Union law and, on a subsidiary basis, by the law of Belgium.

The General Court , or on appeal, the Court of Justice of the European Union, shall have sole jurisdiction to hear any dispute between the *FCH JU* and any *beneficiary* concerning the interpretation, application or validity of this *grant agreement*.

Article 10 – *Application of the grant agreement provisions*

Any provision of this part of the *grant agreement*, shall take precedence over the provisions of any of the Annexes. The provisions of Annex II shall take precedence over the provisions of Annex I. The special clauses set out in Article 7 shall take precedence over any other provisions of this *grant agreement*.

Article 11 – *Entry into force of the grant agreement*

This *grant agreement* shall enter into force after its signature by the *coordinator* and the *FCH JU*³, on the day of the last signature.

Done in two originals in English.

For the coordinator done at [insert place]:

Name of the legal entity:

Name of legal representative:

Stamp of the organisation (if applicable):

Signature of legal representative:

Date:

For the FCH JU done at [Brussels]

Name of legal representative:

Signature of legal representative:

Date:

Name of legal representative:

Signature of legal representative:

Date:

³ During the preparatory phase, the signature of the *grant agreement* by the *FCH JU* will also require the signature of the competent authorising officer within the Commission.

[For the European Commission done at [Brussels]

In the preparatory phase, until the JU has the operational capacity to implement its own budget, this *grant agreement* is signed also by the competent authorising officer of the Commission. However, the JU shall be the sole contracting party after it has the operational capacity to implement its own budget.

Name of legal representative:

Signature of legal representative:

Date:]