

GRANT AGREEMENT

Template of the legal contractual document to be signed by selected third parties and the consortium

Project information	
Project title	European Circular Economy Innovation Valley: the European “dance floor” for circular regions
Acronym	ECIV
Project URL	www.eciv.eu
Grant Agreement n.	101161155
Call	HORIZON-EIE-2023-CONNECT-03
Call Topic	HORIZON-EIE-2023-CONNECT-03-01: Implementing co-funded action plans for connected regional innovation valleys
Type of Action	HORIZON-COFUND
Project start/end date	01.09.2024 / 31.08.2029
Project duration	60 months
EU Project officer	Christina Nanou
Project coordinator	Delia Sola Giménez (GN)
Project technical coordinator	Maria Pedrosa (SODENA)
Deliverable information	

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Deliverable n.	D4.4
Work package n.	WP 4
Deliverable title	Open calls Documents
Lead beneficiary	Region Normandie (NOR)
Participants	SPW, SNN, DAL, GAV, VAR, GN, IAL, SE
Main authors	Florian Guillotte (NOR)
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*Legend = R – Report // DEM – Demonstrator, pilot, prototype, plan designs // DEC – Websites, patents filing, press & media actions, videos, etc. // DMP – Data management plan // OTHER – Software, technical diagram, algorithms, models, etc.	

CONSORTIUM PARTNERS

	Name of the Entity	Acronym	Role	Country	ORG Type
1	Government of Navarra	GN	C	ES	PB
2	Development Agency of Navarra	SODENA	B	ES	SME
3	Northern Netherlands Alliance	SNN	B	NL	PB
4	Province Groningen	GRO	B	NL	PB
5	Province Fryslan	FRY	B	NL	PB
6	Province Drenthe	DTH	B	NL	PB
7	University of Groningen	UGRO	B	NL	UNI
8	Fryslan Innovation Foundation	IPF	B	NL	NGO
9	Region Dalarna	DAL	B	SE	PB
10	Region Värmland	VÄR	B	SE	PB
11	Region Gävleborg	GÄV	B	SE	PB
12	Region Normandie	NOR	B	FR	PB
14	Public Service of Wallonie	SPW	B	BE	PB
15	Innovation Agency Lithuania	IAL	B	LT	PB
16	Helsinki-Uusimaa Regional Council	HURC	B	FI	PB
17	Scottish Enterprise	SE	B	UK	PB
18	University of Strathclyde	IBioIC	B	UK	UNI
19	Association of Cities and Regions for Sustainable Resource Management	ACR+	B	BE	OTH

*Legend . C = Coordinator // B = Beneficiary ; PB = Public Body // SME = Small and Medium Enterprise // UNI - Higher or secondary education establishment // NGO = Non Governmental Organisation // OTH = Other

WORK PACKAGES AND LEADERS

Work Packages Name		WP Leader
WP 1	Project Management	GN
WP 2	Design of transformative innovation program and regional action plans for circular for interconnected Regional Innovation Valleys	DAL
WP 3	Creation of the Circular Economy “Dance Floor” (Regional Ecosystems’ mobilisation, dynamization, connection)	SNN
WP 4	Competitive selection and funding of interregional innovation projects	NOR
WP 5	Innovation Valley Results sustainability and replication. Roadmap for the future and outreaching of new Circular Valleys	ACR+
WP 6	Dissemination and Communication	IAL

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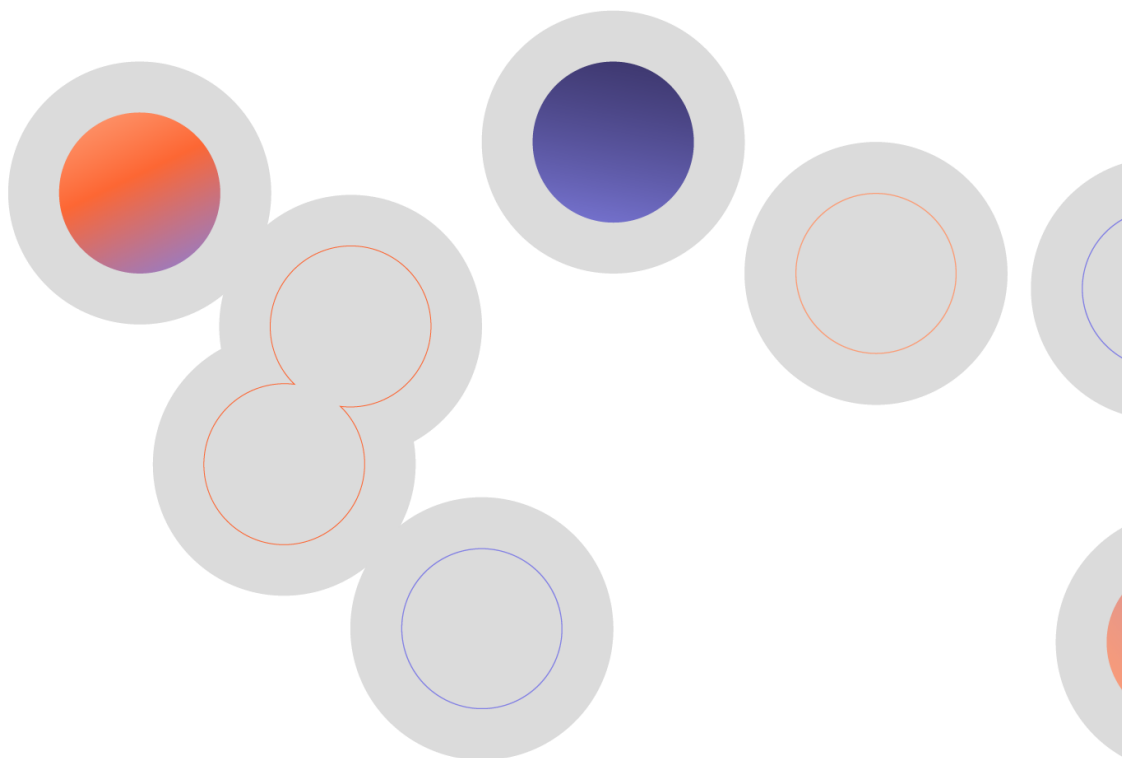
The contributing partners own right on their contents, following the project grant agreement (101161155).

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European
Circular
Innovation
Valley



GRANT AGREEMENT

**Between selected third parties and funding partners of
ECIV consortium**

Region Normandie (lead)

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GRANT AGREEMENT NUMBER [insert number]

This grant agreement is between the following parties:

[PARTNER NAME] [ADDRESS]

as the Subgrant Contracting Partner for the ECIV Project (hereinafter “Contractor”)

And

[ECIV FUNDING ORGANISATION NAME] [ADDRESS] [VAT NUMBER]

as the Beneficiary of Financial Support to Third Parties (hereinafter “Beneficiary”)

Together referred to as the “Parties”, individually as a “Party”

The Parties agree as follows:

1. BACKGROUND AND OBJECTIVE

The Contractor is the partner of Horizon Europe project ‘European Circular Innovation Valley’ (ECIV) Grant Agreement number 101161155, which is funded by the European Union. This Agreement sets out the rights and obligations and the terms and conditions applicable to the subgrant awarded to the Beneficiary for implementing the action set out in Chapter 2.

2. DESCRIPTION OF THE ACTION

The Subgrant is awarded for the action [PROJECT_ACRONYM], [PROJECT_FULL_NAME], as described in Annex B: Description of the action.

The obligations and responsibilities are defined in detail in the First Open Call documents, namely in the ECIV First Open Call Guidelines for Applicants.

3. DURATION OF THE ACTION

The duration of the action is X months as of XX.XX.XXXX (‘starting date of the action’) and finished by XX.XX.XXXX (‘end date of the action’).

4. SUBGRANT AMOUNT

The maximum financial contribution to be granted to the Beneficiary shall not exceed the amount XX.XXX,XX EURO.

The subgrant reimburses XX% of the eligible costs of the project costs.

5. ELIGIBLE COSTS

Eligible costs must be declared under the following budget categories:

- Personnel costs: employees or equivalent, natural persons under direct contract, seconded persons, SME owners and natural person beneficiaries

- Subcontracting costs (based on beneficiary's usual purchasing practices and ensuring best value for money and no conflict of interests)
- Purchase costs: travel and subsistence
- Purchase costs: equipment, infrastructures and other assets (calculated on the basis of the costs actually incurred and written off in accordance with international accounting standards and the beneficiary's usual accounting practices)
- Purchase costs: other goods, works and services

Indirect costs are added by applying the regional flat rate to the direct costs that qualify for indirect costs, these are all cost categories listed above except for subcontracting.

Only costs generated within the duration of the action are eligible.

Eligible costs are subject to the basic eligibility rules of Horizon Europe as defined in Art. 6 of the [Horizon Europe Model Grant Agreement](#).

All the costs must be determined in accordance with the Beneficiary's usual accounting and management principles and practices.

6. SUBGRANT PAYMENT

The financial support will be paid in phases, depending on the ECIV funding partner organisation specificities.

All payments will be made by bank transfer from each ECIV funding partner of the Region of the beneficiaries, who holds its share of third-party funds, in the name of ECIV consortium, to the corresponding beneficiaries.

Breaching the provisions of this Agreement and/or failure to implement the activities described in the Description of the action may lead to the reduction of the grant and recovery of any paid amount. In the case of breach, partial approval or disapproval of the work as per the following Chapter 6, the Beneficiary undertakes to return any payment or prepayment received for this work within 30 days.

7. MONITORING THE WORK PROGRESS

During the project implementation phase, a minimum of three meetings will be held between the Beneficiary and representatives of the ECIV consortium.

- Kick-off meeting: This meeting will be scheduled after signing the subgrant agreement. The primary focus will be on work plan, time schedule and reporting requirements.

- 6-month review meetings: These meetings will focus on assessing the progress made, discussing plans or adjustments and addressing any problems or challenges encountered.
- Final review meeting: This meeting will be held during the processing of the final report. Its primary purpose is to comprehensively review the project's outcomes, achievements, and compliance with the subgrant agreement.

Additional meetings may be scheduled if they are considered necessary based on the project's progress and specific circumstances.

8. REPORTING

The Final Report must be submitted by the Beneficiary within 30 days after the end day of the action, detailing the work progress towards the project objectives, defined milestones and deliverables set in the Agreement, major achievements and impact and next steps.

The Final Report must include the following:

- Technical report – an overview of the activities implemented, and results of the action linked to identified milestones and KPIs
- Financial statement – the total costs spent and request for balance payment

The beneficiary must declare that:

- The information provided is full, reliable and true
- The costs declared are eligible
- The costs can be justified by adequate records and supporting documentation that will be produced upon request or in the context of checks, reviews, audits and investigations
- All the receipts have been declared

The submitted technical report will be assessed by a designated group of 2 reviewers from the ECIV consortium based on the achievement of objectives and milestones of the project. Together with the technical report, the Beneficiary will submit a financial statement for the final payment. If the report is accepted, the Beneficiary will be invited to a final review meeting for an online presentation of the project results. If the report is not accepted, the Beneficiary will be requested to amend it based on identified shortcomings. Formal approval will be signed by the reviewers after the online presentation of the results by the Beneficiary to release the payments.

All reports must be submitted in English.

Financial statements must be drafted in EURO. A Beneficiary with accounting established in a currency other than the euro must convert the costs recorded in their account into euro, at the average of the daily exchange rates published in the C series of the Official Journal of the European Union, calculated over the corresponding reporting period.

Apart from the financial statement there is no detailed financial report to be delivered by the Beneficiary. The beneficiary must keep evidence of the activities implemented and the actual costs incurred, adhering to the Horizon Europe costs eligibility and record-keeping rules (articles 6 and 20 of the Model Grant Agreement).

9. TERMS AND CONDITIONS

In addition to the terms and conditions of this Agreement, the terms and conditions of the project 'European Circular Innovation Valley' (ECIV) Grant Agreement number 101161155 under which the work is performed also apply, however only correspondingly for the legal relationship between the Contractor and the Beneficiary.

In particular, the Beneficiary agrees that the following articles of the Grant Agreement are explicitly part of this Agreement ensuring that the European Commission (EC) the European Court of Auditors (ECA), the European Public Prosecutor's Office (EPPO) and the European Anti-Fraud Office (OLAF) can exercise their rights under Articles 25 of the Model Grant Agreement towards the Beneficiary.

Furthermore, the obligations of the Beneficiary include the obligations under articles 12, 13, 14, 17, 18, 19, and 20 of the Model Grant Agreement¹.

The referenced articles cover:

- Article 12 – Conflict of interest
- Article 13 – Confidentiality and security
- Article 14 – Ethics and values
- Article 17. Communication, dissemination and visibility
- Article 18. Specific rules for carrying out the action (Annex 5)
- Article 19. General information obligations
- Article 20. Record-keeping

The bodies mentioned in Article 25 of the Model Grant Agreement (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.) can exercise their rights also towards the parties.

¹ https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/agr-contr/general-mga_horizon-euratome_en.pdf

10. PERFORMANCE

The Beneficiary shall perform its work under this Agreement in accordance with the requirements of the open call and the Annex B: Description of the action of this Agreement.

The Beneficiary shall endeavour to ensure that all work is performed to the highest professional standards and in accordance with the state of the art.

The Beneficiary shall be entitled to a continuous mentoring process, including an assigned group of consortium members to monitor the technical work, and to support the Beneficiary to perform their tasks in the project, thus ensuring their full integration in the overall project work.

The Beneficiary will notify the Contractor as soon as possible of any changes affecting the implementation of the work.

11. INTELLECTUAL PROPERTY RIGHTS

The results belong to the project partners, in accordance with the agreements concluded in the Consortium agreement. However, ECIV and the European Commission reserve certain rights to exploit and disseminate the results, in accordance with article 16 of Horizon Europe model grant agreement.

The Beneficiary warrants full compliance with all IPR provisions on agreement on background, results free from restrictions, ownership of results, protection of results, exploitation of results, transfer, and licensing of results, and access rights to results and background.

The Beneficiary shall take all reasonable precautions to avoid the use of any third party IPR in the work. If other third parties may claim rights to the results, the Beneficiary must ensure that those rights can be exercised in a manner compatible with its obligations under this Agreement.

12. SUSPENSION AND TERMINATION

The Parties may terminate this Agreement on reasonable and justified grounds prior written notification and agreement.

Termination shall not affect any rights or obligations of the Agreement Parties incurred prior to the date of termination unless otherwise agreed in writing between them.

The termination can be made at any time during the project implementation phase if the Beneficiary is in one of the situations declared by Annex C: Declaration of honour.

In the case that the ECIV project Grant Agreement terminated earlier than planned, this Agreement will also be terminated, and work items and payments will be finalised in line with the conditions of the Grant Agreement termination.

If either Party breaches any conditions of this Agreement and fails to remedy such breach within 30 days after receipt of a written notice from the other Party, the Party giving notice may, at its option and in addition to any other remedies which it may have, terminate this Agreement by sending notice of termination in writing to the other Party and such termination shall be effective as the date of the receipt of such notice, and any benefits of the Agreement in respect of the other Party shall cease.

13. PROCESSING OF PERSONAL DATA

Any personal data under the Agreement will be processed in accordance with article 15 of Horizon Europe model grant agreement and corresponding Regulation (EU) No 2018/1725.

14. ENTRY INTO FORCE

The Agreement shall enter into force on the date on which the last Party signs it.

15. APPLICABLE LAW

This Agreement shall be governed by and construed by the laws of [CONTRACTOR COUNTRY].

16. ANNEXES

Annex A: ECIV third parties project consortium agreement

Annex B: Description of the action (amended project proposal, including estimated budget)

For the Beneficiary:

[NAME SURNAME]

[SIGNATURE]

For the Contractor:

[PARTNER NAME]

[NAME SURNAME]

[SIGNATURE]

Annex A: ECIV third parties project consortium agreement

ECIV third parties project consortium agreement is mandatory, to be sent/uploaded to the platform by the project leader for instance one month after funding commitment and based on:

https://www.desca-agreement.eu/assets/helmholtz_gemeinschaft/user_upload/Brussels_Office/DESCA/20240206_DESCA_HorizonEurope_2.0_Wordversion_final.docx

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