

**CLEAN SKY JOINT UNDERTAKING
GRANT AGREEMENT FOR PARTNERS No _____**

[...] INTEGRATED TECHNOLOGY DEMONSTRATOR

**PROJECT TITLE [ACRONYM]
(indicate XXX)**

The **Clean Sky Joint Undertaking** (the "*JU*"), represented by **the Executive Director** [...] or her/his duly authorised 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 the *project*

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

Annex VII - 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 *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 *JU* is no longer bound by its offer to the said legal entity(ies). The *consortium* may propose to the *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* shall conclude a *consortium agreement* (the "*consortium agreement*") regarding the internal organisation of the *consortium*.

Article 2 – Scope

The *JU* has decided to grant a financial contribution for the implementation of the *project* as specified in Annex I, called [*title (Acronym)*] (the "*project*") within the framework of [*reference to ITD programme*] (the "*ITD*") of the Clean Sky JTI and 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 from [*insert number*] months from [the first date of the month after the entry into force of the *grant agreement*] [*insert fixed start date*¹] [the effective start date notified by the *coordinator/beneficiary* which must be with [*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
- (...)
- [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.

¹ NOTE: 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 Financial Rules, it is required that the consortium can demonstrate the need to start the action before the agreement is signed. In such cases, costs eligible for financing may not have been incurred prior to the submission of the proposal.

Article 5 – Maximum *JU* financial contribution to the *project*

1. The maximum *JU* financial contribution to the *project* shall be EUR [*insert amount*] (*[insert amount in words] EURO*). The actual *JU* financial contribution shall be calculated in accordance with the provisions of this *grant agreement*.

2. Details of the maximum *JU* financial contribution for the *project* are set out in Annex I of this *grant agreement* which includes a table of the estimated breakdown of the budget and the corresponding *JU* financial contribution per activity to be carried out by each of the *beneficiaries* 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.

3. The bank account of the *coordinator* to which all payments of the *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

1. A *pre-financing* of [*insert amount*] (*[insert amount in words²] EURO*) shall be paid to the *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, when applicable, after the minimum number of beneficiaries required by the call for proposals to which the *project* is related, have acceded to the *grant agreement*.

Pre-financing and *interim payments* may never represent over 80% of the maximum *JU* financial contribution.

Article 7 – Special clause:

[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 *JU*: Clean Sky Joint Undertaking
[name]
[address]
Belgium

² NOTE: *This amount is intended to provide the beneficiaries with a float in between periods and it would be agreed during negotiations.*

For the *coordinator*: [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 *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 *JU* identified in paragraphs 1 and 2, to the Controller responsible for the processing: [...].

Article 9 – Applicable law and competent court

1. The *JU* financial contribution is a contribution with the aim to implement the 7th Research Framework Programme (FP7) and it is incumbent on the *JU* to execute the Clean Sky JTI.

Accordingly, this *grant agreement* shall be governed by the terms of this *grant agreement*, the *Financial Rules* and its implementing rules and other *Community* law as well as acts related to the Clean Sky JTI including Regulation (EC) 71/2008 and, on a subsidiary basis, by the laws of Belgium.

2. The Court of First Instance, or on appeal, the Court of Justice of the European Communities, shall have sole jurisdiction to hear any dispute between the *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 *JU*³, on the day of the last signature.

[³ During the preparatory phase the signature of the Grant Agreements by the *JU* will require also the signature of the competent authorising officer within the Commission.]

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 *JU* done at [Brussels]

Name of legal representative:

Signature of legal representative:

Date:

[For the 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:]