

SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No _____

SINGLE-BENEFICIARY

PROJECT TITLE [ACRONYM]

(indicate FUNDING SCHEME/ACTION)

The **Research Executive Agency** (the "*REA*"), acting under powers delegated by the Commission of the European Union (the "*Commission*")¹

of the **one part**,

and (name of the beneficiary 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*,

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 (Reference to English version OJ)
- Annex III - [Specific provisions related to [this funding scheme or activity] as published in (Reference to English version of OJ)][Non applicable]
- [Annex VI - Form C – Financial statement per funding scheme as published in (Reference to English version of OJ)]
- [Annex VII - Form D – Terms of reference for the certificate on the financial statements and Form E – Terms of reference for the certificate on the methodology as published in (Reference to English version of OJ)]

Article 1 – Scope

The **European Union** ("*the Union*") has decided to grant a financial contribution for the implementation of the *project* as specified in Annex I, called [*project title (Acronym)*] (the "*project*") within the framework of the [*name of specific RTD programme*] and under the conditions laid down in this *grant agreement*.

Article 2 – 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 date*²] [the effective starting date notified by the *beneficiary* which must be within [*insert number*] months from the date the *grant agreement* enters into force] (hereinafter referred to as the "*start date*").

¹ Commission Decision of 31/VII/2008 C (2008) 3980 final

² 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 112 of the Financial Regulation, it is required that the beneficiary 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.

Article 3 – 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 [*insert language*].

Article 4 – Maximum financial contribution of the Union

1. The maximum financial contribution of *the Union* to the *project* shall be EUR [*insert amount*] ([*insert amount in words*] EURO). The actual financial contribution of *the Union* shall be calculated in accordance with the provisions of this *grant agreement*.
2. Details of the financial contribution of *the Union* are contained in Annex I to this grant agreement which includes:
 - a table of the estimated breakdown of budget and financial contribution of *the Union* per activity to be carried out by the *beneficiary* under the *project*. The *beneficiary* is allowed to transfer budget between different activities in so far as the work is carried out as foreseen in Annex I.
 - [a table specifying the budget to be reimbursed as a lump sum. The *beneficiary* is not allowed to transfer the financial contribution of *the Union* to the part to be reimbursed as a lump sum. The latter does not apply to *beneficiaries* from international cooperation partner countries.]³
3. The bank account of the *beneficiary* to which all payments of the financial contribution of *the Union* shall be made is:
 - Name of account holder:
 - Name of bank:
 - Account reference: IBAN/sort code and number

Article 5 –Pre-financing

A *pre-financing* of EUR [*insert amount*] ([*insert amount in words*]⁴ EURO) shall be paid to the *beneficiary* within 45 days following [the date of entry into force of this *grant agreement*] [the start date of the *project*].

³ 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.

⁴ NOTE: This amount is intended to provide the beneficiaries with a float in between periods and it would be agreed during negotiations. As an indication, for projects with more than 2 periods, this amount could be around 160% of the average funding per period (Average = total EU contribution / nr of periods)"

The *beneficiary* hereby agrees that the amount of EUR [*insert amount*] (*insert amount in words*) EURO), corresponding to the *beneficiary's* contribution to the Guarantee Fund referred to in Article II.18 and representing [5%] of the maximum financial contribution of *the Union* referred to in Article 4.1, is transferred in its name by the *REA* from the *pre-financing* into the Guarantee Fund. However, the *beneficiary* is deemed to have received the full *pre-financing* referred to in the first indent and will have to justify it in accordance with *the grant agreement*.

Article 6 – Special clauses

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

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

Article 7 – 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 *REA*: Research Executive Agency
 Unit [name],
 COV 2 [B-1049 Brussels [Belgium]

For the *beneficiary*: [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 *REA*:

For the *beneficiary*:

3. In case of refusal of the notification or absence of the recipient, the *beneficiary* is deemed to have been notified on the date of the latest delivery, if notification to the *beneficiary* has been sent to one of the addresses mentioned in paragraphs 1 and 2 and to its legal representative.

4. Any communication or request relating to the processing of personal data (Article II.12) shall be submitted, using the address(es) for the *REA* identified in paragraphs 1 and 2, to the Controller responsible for the processing: Head of Unit of (*responsible service*).

Article 8 – Applicable law and competent court

The financial contribution of *the Union* is a contribution from *the Union* research budget with the aim to implement the 7th Research Framework Programme (FP7) and it is incumbent on the *REA* and the *Commission* to execute FP7. Accordingly, this *grant agreement* shall be governed by the terms of this *grant agreement*, the European Community and European Union acts related to FP7, the Financial Regulation applicable to the general budget and its implementing rules and other European Community and European Union law and, on a subsidiary basis, by the law of [*country of the seat of the authorising officer responsible under the internal rules on the execution of the general budget of the European Union*].

Furthermore the *beneficiary* is aware and agrees that the *Commission* may take a decision to impose pecuniary obligations, which shall be enforceable in accordance with Article 299 of the Treaty on the Functioning of the European Union.

Notwithstanding the *Commission's* right to directly adopt the recovery decisions referred to in the previous paragraph, the General Court or, on appeal, the Court of Justice of the European Union, shall have sole jurisdiction to hear any dispute between *the Union* and any *beneficiary* concerning the interpretation, application or validity of this *grant agreement* and the validity of the decision mentioned in the second paragraph.

Article 9 – 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 III shall take precedence over the provisions of Annex II, and both shall take precedence over the provisions of Annex I.

The special clauses set out in Article 6 shall take precedence over any other provisions of this *grant agreement*.

Article 10 – Entry into force of the *grant agreement*

This *grant agreement* shall enter into force after its signature by the *beneficiary* and the *REA*, on the day of the last signature.

Done in two originals in [language].

For the *beneficiary* 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 *REA* done at [Brussels]

Name of legal representative:

Signature of legal representative:

Date: