SEVENTH FRAMEWORK PROGRAMME

GRANT AGREEMENT No _____

MULTI-BENEFICIARY

PROJECT TITLE [ACRONYM]

(indicate *FUNDING SCHEME/ACTION*)

The **European Community** (the "*Community*"), represented by the **Commission of the European Communities** (the "*Commission*"),

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 n*o. *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 (Ref 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 IV	- Form A – Accession of *beneficiarie*s to the *grant agreement* as published in (Reference to English version of OJ)]
[Annex V	- Form B – Request for accession of a new *beneficiary* to the *grant agreement* as published in (Reference to English version of OJ)]
[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 – 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 n*o. *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 n*o. *3")*,
- **(…)**

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

2. The *coordinator* shall send to the *Commission* 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 *Commission* is no longer bound by its offer to the said legal entity(ies). The *consortium* may propose to the *Commission*, 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.]1*

Article 2 – Scope

The *Community* 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 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 *date2]* [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
> - (…)
> - [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*].

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1 NOTE: *This sentence will not appear in the cases where the consortium agreement is not compulsory as foreseen in the call for proposals.*

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 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.*

Article 5 – Maximum *Community* financial contribution

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

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

- a table of the estimated breakdown of budget and *Community* 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.

- [a table per *beneficiary* specifying the budget to be reimbursed as a lump sum. Beneficiaries are not allowed to transfer *Community* financial contribution 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 *coordinator* to which all payments of the *Community* 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*[4]] EURO) shall be paid to the *coordinator* within 45 days following [the date of entry into force of this *grant agreement*] [the start date of the *project]*. 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* required by the *Rules for Participation* as detailed in the call for proposals to which the *project* is related, have acceded to the *grant agreement*.

Beneficiaries hereby agree that the amount of EUR [*insert amount*] ([*insert amount in words*] EURO), corresponding to the beneficiaries' contribution to the Guarantee Fund referred to in Article II.19 and representing [5%] of the maximum *Community financial contribution* referred to in Article 5.1, is transferred in their name by the *Commission* from the *pre-financing* into the Guarantee Fund. However, *beneficiaries* are 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*.

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[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 EC contribution / nr of periods)"*

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 *Commission*:	Commission of the European Communities DG [name] [B-1049 Brussels [Belgium] [Luxembourg]
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 *Commission*:

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 *Commission* identified in paragraphs 1 and 2, to the Controller responsible for the processing: Head of Unit of *(responsible service).*

Article 9 – Applicable law and competent court

The *Community* financial contribution is a contribution from the *Community* research budget with the aim to implement the 7th Research Framework Programme (FP7) and it is incumbent on the Commission to execute FP7. Accordingly, this *grant agreement* shall be governed by the terms of this *grant agreement,* the *Community* acts related to FP7, the Financial Regulation applicable to the general budget and its implementing rules and other *Community* 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 Communities*].

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 256 of the Treaty establishing the *European Community*.

Notwithstanding the *Commission*'s right to directly adopt the recovery decisions referred to in the previous paragraph, 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 *Community* 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 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 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 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 *Commission,* on the day of the last signature.

Done in two originals in [language].

      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 *Commission* done at [Brussels][Luxembourg]:

Name of legal representative:

Signature of legal representative:
Date: