

## **RFCS Grant Agreement – Core Part**

### **Research Fund for Coal and Steel**

**GRANT AGREEMENT No \_\_\_\_\_**

**PROJECT TITLE [ACRONYM]**

The European Community (hereinafter referred to as “the *Community*”), represented by the Commission of the European Communities (“the *Commission*”), in its capacity as manager of the Research Fund for Coal and Steel,<sup>1</sup>

of the **one part**,

**and** (*name of the coordinator*, "**ACRONYM**" *and legal form*) (**national registration number**), 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 - Technical Annex
- Annex II - General conditions
- Annex III - Estimated breakdown of the total estimated eligible costs and pre-financing
- Annex IV - Form A – Accession of *beneficiaries* to the *grant agreement*
- Annex V - Form B – Request for accession of a new *beneficiary* to the *grant agreement*
- Annex VI - Form C – Financial statements
- Annex VII - Form D – Terms of reference for the certificate on the financial statements

### **Article 1 – Accession to the grant agreement**

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

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<sup>1</sup> As laid down in Article 4(1) of Council Decision of 1 February 2003 establishing the measures necessary for the implementation of the Protocol, annexed to the Treaty establishing the European Community, on the financial consequences of the expiry of the ECSC Treaty and on the Research Fund for Coal and Steel (2003/76/EC) (OJ L 29, 5.2.2003).

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*, "ACRONYM") (national registration number)** 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*, "ACRONYM") (national registration number)** 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 *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* may have concluded, either upon their own initiative or, in very exceptional cases, upon request by the *Commission*, a consortium agreement (the "*consortium agreement*") regarding the internal organisation of the *consortium*. If this is this case, the *coordinator* is requested to provide the *Commission* with a copy of the *consortium agreement*.

## **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 Research Fund for Coal and Steel 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 [*insert fixed start date*] (hereinafter referred to as the “*start date*”)<sup>2</sup>.

#### **Article 4 - Reporting periods**

1. The *project* is divided into two reporting periods:

First reporting period:

from *start date* to 31.12.[year of *start date* + [1] [2] [3] year(s)].<sup>3</sup>

Final reporting period:

from 01.01.[year of *project's start date* + [2] [3] [4] year(s)]<sup>3</sup> to *closing date of the project* as defined in Article II.1.4.

2. Any report and deliverable, when appropriate, required by this *grant agreement* shall be in [*insert language*].

#### **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*. The maximum *Community* financial contribution to each beneficiary is set out in Annex III to this *grant agreement*.
2. Details of the *Community financial contribution* are contained in Annex III to this *grant agreement* which includes a table of the estimated breakdown of budget and pre-financing. Beneficiaries are not allowed to transfer budget or tasks as defined in Annex I without the prior written approval of the *Commission* and the corresponding amendment of this *grant agreement*.
3. The *Commission* shall pay directly to each *beneficiary* sums due under the *grant agreement* .

For the *coordinator*, payments will be made to the following bank account or sub-account denominated in euro, as indicated below.<sup>4</sup>

[ACRONYM]

Name of bank: [...]

Address of branch: [...]

Precise denomination of the account holder: [...]

Account reference: IBAN/sort code and number

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<sup>2</sup> The *start date* cannot be prior to the submission date of the proposal. It can be set before the date of entry into force of the *grant agreement* only in case the consortium can demonstrate the need to start the project before the *grant agreement* is signed by both parties.

<sup>3</sup> As a function of the duration of the *project*.

<sup>4</sup> As shown by the account identification document issued by the bank concerned.

For the *beneficiaries*, payments will be made to the bank accounts or sub-accounts indicated in each Annex IV (Form A) respectively.

#### **Article 6 - Special clauses**

[No special conditions should apply to the *grant agreement*.]

[The following special conditions apply to the *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 *Commission*:

Commission of the European Communities  
DG RTD  
Research Fund for Coal and Steel  
B-1049 Brussels  
Belgium

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*: rtd-steel-coal@ec.europa.eu

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 the Unit responsible for the Research Fund for Coal and Steel.

#### **Article 8– Applicable law and competent court**

The *Community* financial contribution is a contribution from the *Community* research budget with the aim to implement the Research Fund for Coal and Steel (RFCS) and it is incumbent on the Commission to execute the RFCS. Accordingly, this *grant agreement* shall be governed by the terms of this *grant agreement*, the *Community* acts related to the RFCS, 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 Belgium.

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 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 II 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 *coordinator* and the *Commission*, on the day of the last signature.

This *grant agreement* shall be completed once the rights and obligations of all *beneficiaries* and the *Community* have been met.

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**

Name of legal representative:

Signature of legal representative:

Date: