

# CORE OF MODEL GRANT AGREEMENT OF THE IMI JOINT UNDERTAKING

## IMI Joint Undertaking GRANT AGREEMENT No \_\_\_\_\_

### PROJECT TITLE [ACRONYM] (indicate *IMI JU funding scheme*)

The IMI Joint Undertaking (the "IMI JU"), represented for the purposes of this agreement by [forename, name], its 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*"),

**and (name of the managing entity of the IMI JU funding 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 managing entity of the *IMI JU funding* (the "**managing entity of the IMI JU funding**"), ("*beneficiary no. 2*"),  
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

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

### 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. 3*"),

- (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. 4*"),

- (...)

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

2. The *coordinator* shall send to the *IMI 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 *IMI JU* is no longer bound by its offer to the said legal entity(ies). The *consortium* may propose to the *IMI 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* are deemed to have concluded a *project agreement* (the "*project agreement*") regarding the internal organisation of the *consortium*

5. In accordance with the provisions of the Council Regulation (EC) No 73/2008 of 20 December 2007, the following *beneficiaries* only are *beneficiaries* eligible to receive *IMI JU* funding:

- (full name of the *beneficiary*), *beneficiary* no. 2
- (full name of the *beneficiary*), *beneficiary* no. XXX
- (...)

## **Article 2 – Scope**

The *IMI JU* has decided to grant a financial contribution for the implementation of the *project* as specified in Annex I, called [*project title (Acronym)*] (the "*project*") 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 date*<sup>1</sup>] [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 English.

## **Article 5 – Maximum *IMI JU* financial contribution**

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

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

- a table of the estimated breakdown of budget and *IMI 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.
- [a table per *beneficiary* eligible to receive *IMI JU* funding specifying the budget to be reimbursed as a lump sum. *Beneficiaries* eligible to receive *IMI JU* funding are not allowed to transfer *IMI JU* financial contribution to the part to be reimbursed as a lump sum.]<sup>2</sup>

3. The bank account of the managing entity of the *IMI JU* funding to which all payments of the *IMI JU* financial contribution shall be made is:

Name of account holder:

Name of bank:

Account reference: IBAN/sort code and number

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<sup>1</sup> 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 99 of the *IMI JU* Financial rules, 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.

<sup>2</sup> 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

## Article 6 – Pre-financing

A pre-financing of EUR [*insert amount*] (*insert amount in words*<sup>3</sup>) EURO shall be paid to the *managing entity of the IMI JU funding* within 45 days following the date of entry into force of this *grant agreement*. The *managing entity of the IMI JU funding* shall distribute, in accordance with the *coordinator's* instructions, the *pre-financing* only to the *beneficiaries* eligible to receive *IMI JU funding* who have acceded to the *grant agreement* and after the minimum number of *beneficiaries* as detailed in the call for proposals to which the *project* is related, have acceded to the *grant agreement*.

## 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 *IMI JU*: IMI Joint Undertaking

[Name]

[Address]

For the *coordinator*: [name of contact person]

[Contact address]

For the managing entity of the *IMI JU funding* [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 *IMI JU*:

For the coordinator:

For the *managing entity of the IMI JU funding*

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. , or, for the *managing entity of the IMI JU funding*, to the address mentioned in article 8.1 above.

4. Any communication or request relating to the processing of personal data [(Article II.13)] shall be submitted, using the address(es) for the *IMI JU* identified in paragraphs 1 and 2, to the *IMI JU controller* responsible for the processing: Executive Director of the *IMI JU*

## Article 9 – Applicable law and competent court

The *IMI JU* financial contribution is a contribution from the *IMI JU's* budget with the aim to implement the 7<sup>th</sup> Research Framework Programme (FP7). Accordingly, this grant agreement shall be governed by the terms of this *grant agreement*, the Council Regulation (EC) No 73/2008 on the establishment of the *IMI JU*, the *IMI JU* financial rules, as well as other European Community and European Union law and, on a subsidiary basis, by the laws of Belgium.

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<sup>3</sup> As an indication, for projects with more than 2 periods, this amount could be around 160% of the average funding per period (Average = total *IMI JU* contribution / nr of periods). For projects with 2 periods or less, this amount should be fixed in accordance to the needs of the project and could be between 60-80% of the total maximum *IMI JU* contribution.

The General Court, or on appeal, the Court of Justice of the European Union, shall have sole jurisdiction to hear any dispute between the *IMI 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, the managing entity of the IMI JU funding* and the *IMI JU*, on the day of the last signature.

Done in [language], in three originals

**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 *IMI JU* done at Brussels**

Name of legal representative:

Signature of legal representative:

Date:

**For the *managing entity of the IMI JU funding* done at [insert place]:**

Name of the legal entity:

Name of legal representative:

Stamp of the organisation (if applicable):

Signature of legal representative:

Date: