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Grant Agreement

FRIEND CCI's 2nd Call for proposal for projects dedicated to SMEs

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The Parties to this Grant Agreement are:

FRIEND CCI's Partner Organization Name represented by:

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(Name of the legal representative)
(Position within the company)

As FRIEND CCI'S project's partner coordinator (**The Authority**),

And

(Name of the awarded applicant company), represented by:

(Name of the legal representative)
(Position within the company)

As beneficiary (**the Grantee**) of the Grant of 1st Call for proposals for projects dedicated to SMEs

1. Introduction and Definitions

1.1 This Grant Agreement contains the terms on which grant funding is being provided to the Grantee for the Project.

2. Grant Offer

2.1 The Authority offers to pay the Grantee the grant funding set out in this Grant Agreement on condition that the Grantee complies fully with the terms of this Grant Agreement.

2.2 The Grantee acknowledges that the Authority agrees to provide funding only for the amount, period and purposes set out in this Grant Agreement.

3. Purpose of the Grant

3.1 The Authority is providing grant funding for Eligible Expenditure incurred by the Grantee to implement the project entitled: **[Project Title]** ("the Project"). The Project outputs and activities are set out in the submitted Application Form.

3.2 The Grantee accepts responsibility for the proper use and administration of all funding provided under this Grant Agreement and undertakes to use such funding only for the purpose of carrying out the Project in accordance with the Project outputs and activities set out in the submitted Application Form.

3.3 The Grant must not be used to support other activities.

3.4 The Grantee agrees and accepts that it will not apply for duplicate funding, in respect of any part of the Funded Activities or any related administration costs that the Authority is funding in full under this Grant Agreement and that it may be prosecuted for fraud should it dishonestly and intentionally make such an application.

4. Grant Project Period





4.1 The grant project period is from [Start Date] to [End Date].

4.2 Project Implementation will begin on the day after the last of the two Parties signs this Grant Agreement.

5. Amount of the Grant

The Authority will provide up to a maximum of [currency and amount in numbers and words] towards the total costs of the Project, of which [write amount in numbers and words] will be paid in the current Financial Year.

6. Timing of Grant payments

6.1 If the Grantee has presented the bank or insurance guarantee as described by option 1¹ in the 1st call, will receive the Grants in three installments:

- Pre-financing: 20% (within 30 days after the signature of the Grant Agreement and anyway only after the Grantee has submitted the documents as listed in the below section “APPENDIX V: ADDITIONAL FINANCIAL DOCUMENTS FOR APPLICATION”);
- Interim payment: 40% (upon the submission of the intermediary report (month 6) and within 15 days after its approval);
- Final payment: up to 40% (upon the submission of the final report -month 11- and within 30 days after the project’s end).

6.2 The Authority will not authorise payment unless the Grantee has:

- (a) signed and returned a copy of this Grant Agreement to the Authority;
- (b) agreed to comply with the terms of this Grant Agreement, including the reporting requirements;
- (c) sent a copy of a valid bank or insurance guarantee to FRIEND CCI Eurocluster and to the competent national point, covering the % as described in the 1st call.

6.3 The Authority reserves the right to withhold all or any payments of the grant funding if it has reasonably requested information and/or documentation from the Grantee (by written document/email) and this has not been provided to the Authority within the timescales reasonably required.

7. Reduction and Recovery of Grant

7.1 Without prejudice to the Authority's other rights and remedies, the Authority may withhold or suspend payment of any grant funding due to the Grantee and/or require the Grantee to repay any Unspent Money if any of the events set out in clause 7.5 and clause 18 arise.

7.2 If the Grantee fails to comply with any of the terms of this Agreement the Authority may require that all or part of the grant funding be repaid.

7.3 If the Grantee is wound up or goes into liquidation, administration, receivership or bankruptcy, or enters into any compromise or other arrangement of its debts with its creditors, the Authority will be entitled to recover any grant money that has not been spent and/or may withhold any further payments. If any of the money is held by the Grantee contractors, the Grantee must attempt to recover those sums from its contractors.

¹ See “1st Call for proposals for projects dedicated to SMEs”, chapter “Payment arrangements”, p.20.





7.4 If the Authority makes an overpayment to the Grantee, it will seek recovery of all sums overpaid. The Grantee will repay any overpayment to the Authority within thirty (30) calendar days of receiving a written request from the Authority to make a repayment. If there is a dispute between the Parties about the overpayment, repayment will not be made until the dispute has been resolved.

8. Managing the Grant

8.1 The Grantee will receive and fill up two templates for the technical and financial reports during the Funding Period starting from *insert Start Date*:

- 1 FRIEND CCI_technical intermediate report_1st Call - Report at month 6.
- 2 FRIEND CCI_technical final report_1st Call - Report at month 12.

8.1.1 The intermediary report will include:

- Overall progress of the activity: brief description, methodology, work plan and progress achievement;
- Eventual proof of payments to selected digital providers;
- Intermediary outcomes;
- Further steps.

8.1.2 The final report will include:

- Overall management and recommendations for the replication and/or upscaling the realized activity;
- Impact and KPIs achievement;
- Eventual proof of payments to selected digital providers;
- Evidence of results' achievement, according to the pre-defined targets in the application.
- Communication activities and visibility of the co-funding

8.1 The Authority will only make the final grant payment when the Final Report has been submitted to the Authority, in the format requested and with all of the information that is required.

8.2 The Grantee will send originals or copies of eventual invoices and receipts related to provider payment to the Authority along with the technical and financial reports.

Monitoring and Evaluation

8.4 The Authority will monitor the progress of the Project throughout the Funding Period and reserves the right to carry out Evaluation Visits, after giving reasonable notice.

8.5 The method and timing of the Evaluation Visit, and the Evaluation of the Project, will be at the Authority's discretion.

8.6 The Grantee will make staff available to meet with, answer questions and provide management information to the Authority or the evaluator appointed by the Authority.

8.7 The Authority and the Grantee will undertake a joint review of the Project if the Authority considers it necessary to refocus the Project outputs. If, at any stage, the Project outputs are not achieving the agreed objectives, impact and delivery, the Authority may terminate the Project.





8.8 If the Authority requests information from the Grantee about the use of grant funding provided under this Grant Agreement for procurement, the Grantee will provide sufficient information to show that its procurement processes are transparent, fair, allow for competition and were cost-effective, according to the national procurement law and subcontracting procedures related to public funding.

9. Records to be kept

9.1 The Grantee will ensure that all original documents are retained for a period of **six (6)** years after the end of this Grant Agreement and will provide these to the Authority, if requested within this period.

10. Confidentiality

10.1 Each Party will treat the other's information as confidential, keep it safe and not disclose it to a third person without the original owner's prior written consent unless disclosure is expressly permitted by this Grant Agreement.

10.2 The Grantee may disclose the Authority's Confidential Information to its Staff who are directly involved in the implementation of the Project and who need to know the information. Where it makes such disclosure, the Grantee will ensure that such Staff are:

- (a) aware of and comply with the confidentiality obligations under this Grant Agreement; and
- (b) do not use any of the Authority's Confidential information that is received for purposes other than the implementation of the Project and in line with this Grant Agreement.

11. Publicity – Acknowledgement of COSME Program Co-Financing

11.1 The Grantee shall acknowledge the grant funding provided by the Authority for the Project in materials produced during the Funding Period and at related public events unless the Authority directs otherwise. Where the Authority directs that its funding must not be acknowledged the Grantee will comply with this instruction.

11.2 The Grantee must consult the Authority regarding the content of any promotion or publicity regarding the Project [particularly if it proposes to use any of the Authority's branding or logos] and is obliged to obtain the Authority's written consent before using any such content. On the other hand, the Grantee must ensure the promotion and visibility of the EU Commission logo as well as the FRIEND CCI logo.

11.3 The Guarantee shall include the following text in all documents as well as dissemination activities: "This project has indirectly received funding from the European Innovation Council and SMEs Executive Agency (EISMEA), entrusted by the European Commission COSME Programme, via an Open Call issued and executed under project COSME-SMP-2021-CLUSTER. FRIEND CCI PROJECT". In fact, the Guarantee must ensure that all project publications and similar include a proper acknowledgment referring to FRIEND CCI as co-funded by the COSME SMP Programme of the European Union, and to the respective Funding Organization.





12. Amendment of this Grant Agreement

12.1 This Grant Agreement may be amended only by written agreement of the Parties and such amendments must be recorded in writing, signed by both Parties and attached to the signed original of this Grant Agreement.

13. Liability

13.1 The Authority will be not responsible for any false declaration made or undersigned by the Grantee; the Grantee will be the only responsible legally and financially shall it be found guilty of false declarations and statements regarding the company, its nature, business and all related information.

13.2 Except in case of force majeure, the Grantee must refund the FRIEND CCI consortium for any damage it sustains as a result of the implementation of the action or because the action was not implemented in full compliance with the Agreement. This compensation will be done with a partial or total refund of the lump sum awarded that was contracted.

13.3 The Authority assumes no responsibility for the actual competency and expertise declared by the applying provider.

14. Force Majeure

14.1 'Force majeure' means any situation or event that:

- prevents either party from fulfilling their obligations under the Agreement;
- was unforeseeable, exceptional situation and beyond the parties' control;
- was not due to error or negligence on their part (or on the part of third parties involved in the action).

15. Payment Arrangements

15.1. Bank account for payments: The payments to the Grantee will be made to the following bank account:

- Name of bank: [insert the name Bank]
- Full name of the account holder: [insert the full name]
- IBAN code: [insert the IBAN code]
- Insert BIC or SWIFT code [BIC/SWIFT code]
- City of the bank: [insert city address]

15.2 Costs of payment transfers

- the beneficiary bears the cost of transfers charged by its bank;
- the party causing a repetition of a transfer bears all costs of the repeated transfer.

16. Processing of Personal Data

16.1. Processing of personal data by the Grantee

- The Grantee must process personal data under the Agreement in compliance with applicable EU and national law on data protection (including authorizations or notification requirements).
- The Grantee may grant their personnel access only to data that is strictly necessary for implementing, managing and monitoring the Agreement.





17. Settlement of Disputes

17.1 The parties shall endeavor to settle their disputes amicably. If, and to the extent that, any such dispute, controversy or claim has not been settled amicably, the court of the nationality of the Authority shall have exclusive jurisdiction. Nothing in this Consortium Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.

APPENDIX V: ADDITIONAL FINANCIAL DOCUMENTS FOR APPLICATION

Applicants not attaching the additional financial documents will be considered not eligible and therefore their applications rejected:

- Official copy of the profit and loss account, and balance sheet for the last two years for which accounts have been closed, demonstrating financial capability greater or equal to the amount of the grant requested by the applicant.

Awarded beneficiary will have to fill a template to declare de minimis support.

For the Authority:

Full Name:

Signature:

Company name:

Date:

For the Grantee:

Full Name:

Signature:

Company Name:

Date:

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