

# **REMEDIES OPEN CALL 2**

## **SUB-GRANTEE AGREEMENT**

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## Contracting parties

This **Agreement** ('the Agreement') is concluded **between** the following parties:

***On the one part,***

National Institute of Chemistry established in Hajdrihova 19, 1000 Ljubljana, Slovenia, , VAT number SI33840890, registration number 5051592000 represented by prof.dr. Gregor Anderluh, director, acting as **Coordinator of the REMEDIES project consortium.**

***Hereinafter referred to as the “Coordinator”,***

***And, on the other part,***

\_\_\_\_\_ [Organisation name] established in  
 \_\_\_\_\_, [Official address], VAT number  
 \_\_\_\_\_, registration number \_\_\_\_\_ represented by  
 \_\_\_\_\_ [Name of legal representative],  
 \_\_\_\_\_ [Position of the Representative], bank account  
 number: \_\_\_\_\_.

***Hereinafter referred to as the “Beneficiary”.***

***Hereinafter, both parties above are collectively referred to as the “Contracting Parties”.***

The Contracting Parties **HAVE AGREED** to the following terms and conditions including those in the following Annexes, which form an integral part of this Sub-Grant Agreement (hereinafter referred as the “Agreement”).

## **General Provisions**

The European Commission (hereinafter referred as the “EC”) and the Coordinator, as partner and representative of the REMEDIES consortium, have signed the Grant Agreement no. 101093964 for the implementation of the Co-creating strong uptake of REMEDIES for the future of our oceans through deploying plastic litter valorisation and prevention pathways – REMEDIES within the framework of the European Union’s Horizon Europe research and innovation programme.

Common purpose of Parties is cooperation in the REMEDIES Open call 2. The Beneficiary is under this agreement obliged to perform activities which include; Engage and Educate Children, Empower Citizens and Representative Groups/Communities, Raise Public Awareness and are specifically described in Annex I: Technical Proposal, hereinafter: “Activities”

The REMEDIES project is implemented by the Coordinator, as coordinator of the REMEDIES project, in collaboration with the other REMEDIES partners. The REMEDIES consortium partners have among themselves entered into a written agreement detailing their respective rights and obligations towards each other for carrying out the REMEDIES project and exploiting the results thereof (“the Consortium Agreement” or “CA”).

The objective of REMEDIES is to restore our seas and rivers through deploying (micro)plastic litter valorisation and prevention pathways. Project activities revolve around monitoring and detection, collection and valorisation, and prevention and reuse of plastic waste.

The Beneficiary has, been selected as a successful applicant for funding under the Horizon Europe Framework Programme based on the evaluation process presented in the Guide for Applicants for REMEDIES OCII, available in the REMEDIES website.

This Agreement aims at defining the framework of rights and obligations of the Contracting Parties with respect to the Beneficiary’s participation in the REMEDIES OCII, the Horizon Europe Framework Programme.

The funding to be received by the Beneficiary is owned by the European Commission. The Coordinator is mere holder and manager of the funds.

## **Article 1 - Entry into force and termination of the Agreement**

### **1.1. Entry into force**

This Agreement will enter into force on the day of its signature by the last Contracting Party. The Coordinator will sign this Agreement only after the Beneficiary delivers all the following documents:

- The original signed Declaration of Honour (as provided in Annex II).
- Bank Account Information form (as provided in Annex III).

The contact details of the Beneficiary for notices and communication under this Agreement are:

Name of contact person (primary contact)	
Address	
E-mail	
Telephone/ mobile phone	
Secondary Contact person (subsidiary contact information provided for cases when the primary contact person is unreachable or on extended leave	
Address	
E-mail	
Telephone/ mobile phone	

The contact details of the Coordinator for notices and communication under this Agreement are:

Name of contact person	xxxxx
Address	xxxx
E-mail	xxxx
Telephone/ mobile phone	xxxx

## 1.2. Agreement termination

This Agreement will automatically terminate at the end of the 8 months, starting from XXX 2024, which will happen when the Beneficiary has fulfilled all obligations in Article 2, except for those obligations that according to their content are intended to remain in effect, which keep their full force and effect (e.g., reporting on exploitation activities). The beneficiary will retain all information for 5 years after the project (REMEDIES) ends, as referred in section 4.2 Responsibility of beneficiaries in REMEDIES OCII Guide for Applicant.

The Coordinator shall be entitled to terminate this Agreement by written notice with immediate effect if the Beneficiary does not fulfil its obligations (see Article 3 - Breach of Contractual obligations).

Irrespective of the automatic termination of this Agreement under present Article 1.2 or any early termination under Article 4, all obligations that according to their content are intended to be in effect for longer shall remain in effect.

## **Article 2 - Obligations and responsibilities of the Beneficiary**

The obligations and responsibilities are defined in detail in the REMEDIES OCII Guide for Applicants.

Additionally, the Beneficiary shall take every necessary precaution to avoid any risk of conflict of interest relating to economic interests, political or national affinities or any other interests liable to influence the impartial and objective performance of the Activities. In case the Beneficiary is involved in a conflict of interest or in a risk of conflict of interest, the Beneficiary must formally notify this situation to the Coordinator without delay and immediately take all the necessary steps to rectify this situation.

Furthermore, the Beneficiary shall provide true and accurate documentation and declarations as defined in Paragraph 1.1.

The Beneficiary shall comply with the EU Funding and visibility, as the awarded applicants **must promote the REMEDIES activities**, the REMEDIES project, and its results, by providing targeted information to multiple audiences (including the media and the public) in a strategic and effective manner and to highlight the financial support of the EC. The Beneficiary must provide to the Coordinator follow up information, namely regarding implementation of its activities, especially to its REMEDIES designated mentor, as well as to the REMEDIES manager for communication and dissemination effects. All communication should comply with the 7.3 section in the Guide for applicants, regarding EU funding and visibility.

## **Article 3 - Breach of contractual obligations**

In the event of a breach of the contractual obligation's representations or warranties by the Beneficiary under this Agreement, the Coordinator, following consultation of the REMEDIES project Consortium, reserves the right to terminate the Agreement by written notice with immediate effect, even if such non-fulfilment is due to Force Majeure.

In the event of the breach of the contractual obligations by the Beneficiary, the Coordinator reserves the right of not fulfilling the respective payment to the Beneficiary.

The Coordinator also reserves the right to claim a refund of any already paid funds, both in case of breach of Agreement and/or in case the work or if costs are not approved by the EC. The Beneficiary is obliged to refund the paid funds within 15 days of receipt of such notice of the Coordinator.

In case the Beneficiary has not brought remedies from the notice, the Coordinator may decide to terminate the Agreement.

## **Article 4 – Financial contribution and financial provisions**

### **4.1 Distribution of the financial contribution**

The funding of 73.460,00 Euro for a Beneficiary to carry out the Activities will **be granted in two (2) payments** in accordance with the provisions set in the Paragraph 4.2 below.

The financial grant to be paid will always be subject to:

- Provision of a frequent reports and a favourable review by the REMEDIES designated mentor with the consortium agreement. The follow up of the progress of the implementation is done each month through meetings and emails follow ups, throughout the duration of 8 months implementation. A non-favourable review by the assigned mentor of the work carried out may lead to further adjustments and clarifications and potential to an early termination of the Agreement and the full reimbursement of financial support provided by REMEDIES project.
- The prior notice to the Beneficiary of the date and amount to be transferred to its bank account (Annex III - Bank account information), providing the relevant references.
- Payments to the Beneficiary will be made by the Coordinator. In particular:
  - The Coordinator reserves the right to withhold the payments in case the Beneficiary does not fulfil its obligations and tasks as per Guidelines for Applicants. This delay will not extend the timeline of implementation (8 months starting at xxxx 2024).
  - Banking and transaction costs related to the handling of any financial resources made available to the Beneficiary will be covered by the Beneficiary.
  - Payments will be released no later than thirty (30) calendar days after receiving the signed Subgrantee Agreement and after receiving all required documents from the Beneficiary at the end of the six (6) 8s implementation, following the confirmation by the mentor that the Activities were implemented successfully. The Beneficiary must submit to the Coordinator, in the form of report, the reference of the Activities previewed in the application stage with the indication of its completions along the eight (8) months, with clear indication of its impact and results, namely with numerical indications or photos or videos, that certifies its implementation and supports the actions of communication and dissemination in the REMEDIES project.

The Beneficiary is responsible for complying with any tax and legal obligations that might be attached to this Agreement.

## 4.2 Payments schedule

The requested funding per selected applicant will be granted in two (2) payments for the entire duration of the action, that lasts eight (8) months, according to the Guide for Applicants. The first payment (70% of the grant) will be transferred in thirty (30) calendar days after signing the Subgrantee Agreement to allow the implementation and the second payment (30% of the grant) in thirty (30) calendar days after submitting the deliverable to the Coordinator and to the Project Officer and receiving conformation of the Coordinator that the Activities” have been performed in accordance to this agreement.

The Beneficiary should submit their deliverable no later than ten (10) calendar days after completion of the proposed project for the OCII, providing sufficient time for the REMEDIES consortium to review it. A review will be held between fifteen (15) to thirty (30) calendar days after the deliverable is received so that the Contracting Parties can present their work and provide answers to questions from the REMEDIES consortium partners.

If the Coordinator following consultation of the REMEDIES project Consortium determines that the activities have been carried out in accordance with this Agreement, the financial contribution will be made to the Beneficiary by the REMEDIES Coordinator. During the contractual procedure, the

Beneficiary will be asked to provide the respective bank account information to which the payments will be made. Checking the consistency between the estimated costs and resources and the expected work of the project will also be included in the evaluation process. If requested, the Beneficiary will have to present any documentation for the costs claimed.

The payments will be made to the Beneficiary subject to a filled out Financial Identification Form (FIF).<sup>1</sup> If the Beneficiary chooses to send an invoice, the invoice must include the following information:

- Project REMEDIES – Grant no. 101093964
- Horizon Europe Framework Programme
- The month of the project to which the payment is associated
- Beneficiary information

The FIF must first be sent to the address XXXXXX as the NIC needs to verify the accuracy of the provided bank account. If no irregularities are detected, the FIF will then be forwarded to the address [opencall@remedies-for-ocean.eu](mailto:opencall@remedies-for-ocean.eu). Payments will be made no later than thirty (30) calendar days after receipt of the FIF to the verified bank account of the Beneficiary as provided in this Agreement. All payments will be made in Euros, with the costs of the transfer borne by the Beneficiary. If at any point the REMEDIES Consortium considers that the quality of work demonstrated and/or reported does not correspond to what has been agreed, the Coordinator may demand a resubmission of a deliverable and respective reassessment. If significant improvements are not delivered within the timeframe specified by the Coordinator, the Beneficiary is considered to be in breach of their contractual obligations and Coordinator reserves the right to terminate this Agreement as outlined in Article 3 – Breach of contractual obligations.

## **Article 5 – Liability**

### **5.1 Liability of the Beneficiary**

The Beneficiary shall fully and exclusively bear the risks in connection with the fulfilment of its tasks and obligations under this Agreement. Except in case of force majeure (Article 8), the Beneficiary must compensate the Coordinator, and the EC for any damage they sustain because of the implementation of the obligations of the Beneficiary, which is not made in accordance to this Agreement or because the tasks and obligations of the Beneficiary were not implemented in full compliance with this Agreement. In case there is only a partial implementation the Coordinator reserves the right to assess the amount to be reimbursed by the Beneficiary.

Accordingly, neither Coordinator nor the EC can be held liable for any damage caused to the Beneficiary or to third parties because of implementing this Agreement in accordance to its provisions. At the same time, neither Coordinator nor the EC can be held liable for any damage caused by the Beneficiary or third parties, because of implementing this Agreement.

The Beneficiary shall bear sole responsibility for ensuring that its acts within the framework of this Agreement do not infringe third parties' rights. There is no joint liability between the Contracting

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<sup>1</sup> [https://ec.europa.eu/info/sites/info/files/about\\_the\\_european\\_commission/eu\\_budget/fich\\_sign\\_ba\\_gb\\_en\\_0.pdf](https://ec.europa.eu/info/sites/info/files/about_the_european_commission/eu_budget/fich_sign_ba_gb_en_0.pdf)



Parties. For this purpose, the Beneficiary shall indemnify and hold the Coordinator, and the EC harmless from and against all repayments, loss, liability, costs, charges, claims or damages which the Coordinator, or the EC as a result thereof would incur or suffer or must pay to the EC or any third parties. In addition, should the EC have a right of recovery against Coordinator or REMEDIES Consortium regarding any or all the financial support granted under this Agreement, the Beneficiary shall repay the sums in question in the terms and on the date specified by the Coordinator.

## 5.2 Exclusions of liability

To the extent acceptable under applicable law, in no event shall the Coordinator or other REMEDIES consortium partners be liable to the Beneficiary for loss or damage caused by the Coordinator or the REMEDIES consortium partners, their employees, agents and subcontractors in connection with this Agreement for any of the following, however caused or arising, on any theory of liability, and even if the Coordinator and/or any other REMEDIES consortium partner were informed or aware of the possibility thereof:

- Loss of profits, revenue, income, interest, savings, shelf-space, production, and business.
- Opportunities; lost contracts, goodwill, and anticipated savings.
- Loss of or damage to reputation or to data.
- Costs of recall of products.
- Any type of indirect, incidental, punitive, special, or consequential loss or damage.

In respect of any information or materials from the REMEDIES consortium made available to the Beneficiary under this Agreement, no warranty or representation of any kind is made, given, or implied as to the sufficiency, error-free performance, or fitness for purpose, nor as to the absence of any infringement of any proprietary rights of third parties. Therefore, in particular, but without limiting the foregoing:

- The Beneficiary shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and the consequences of such use, and
- Neither the Coordinator, the EC nor the other REMEDIES consortium partners shall be liable vis-à-vis the Beneficiary in case of infringement of proprietary rights of a third party resulting from the Beneficiary's use of the information and material.

The exclusions and limitations stated in this Article and any other clause of this Agreement that has as its object or effect the exclusion or limitation of liability, shall not apply in respect of any: fraud; death, injury to natural persons or damage to real or immovable property caused by the negligence or wilful act, wilful misconduct, wilful breach; or otherwise in so far as mandatory applicable law overrides such exclusions and limitations.

## **Article 6 - Confidentiality**

### 6.1 Principles

Regarding all information of whatever nature or form as is disclosed between the Contracting Parties in connection with the Activities and identified in writing as confidential, the terms of this Article shall apply.

## 6.2 Obligations

All information, in whatever form or mode of communication, which is disclosed by a Contracting Party (the “Disclosing Party”) to the other Contracting Party (the “Recipient”) in connection with the implementation of the Horizon Europe Framework Programme and which has been explicitly marked as “confidential” at the time of disclosure, or, when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within fifteen (15) calendar days from oral disclosure (at the latest) as confidential information by the Disclosing Party, is “Confidential Information”.

The Recipient hereby accepts, in addition and without prejudice to any commitment on nondisclosure towards the EC, for a period of five (5) years after the end of the Agreement:

- not to use Confidential Information other than for the purpose for which it was disclosed.
- not to disclose Confidential Information without the prior written consent by the Disclosing Party.
- no ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis.
- to return to the Disclosing Party, or destroy, on demand, all Confidential Information that has been disclosed to the Recipient, including all copies and to delete all information stored in a machine-readable form to the extent practically possible. The Recipient may keep a copy to the extent it is required to keep, archive, or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient complies with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

The Recipient shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved in the implementation of Horizon Europe Framework Programme and shall ensure that they remain so obliged, as far as legally possible, during and after the end hereof and/or after the termination of the contractual relationship with the employee or third party. The Recipient shall apply the same degree of care regarding the Confidential Information disclosed within the scope of the project as with its own confidential and/or proprietary information, but in no case less than reasonable care. Each Contracting Party shall promptly advise the other Contracting Party in writing of any unauthorized disclosure, misappropriation, or misuse of Confidential Information after it becomes aware of such unauthorized disclosure, misappropriation, or misuse.

## 6.3 Exceptions to the obligation of confidentiality

The information above (Article 6.2) shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient’s confidentiality obligations.

- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential.
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party.
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement.
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party.
- the Confidential Information was already known to the Recipient prior to disclosure.
- disclosure of the Confidential Information follows mandatory applicable laws or regulations or with a court or administrative order.

## 6.4 Authorised disclosure(s)

If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information to comply with applicable laws or regulations or with a court or administrative order, it will, to the extent it is lawfully able to do so under the laws and legislation applicable to said Party, prior to any such disclosure:

- notify the Disclosing Party, and
- comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

The Coordinator's disclosure of Confidential Information to the EC and/or the other REMEDIES consortium partners shall be governed exclusively by the terms of the Grant Agreement and/or the Consortium Agreement.

Accordingly, nothing in this Agreement shall prevent the Coordinator from complying with its obligations, including its reporting obligations, towards the EC and the other REMEDIES consortium partners, and any such disclosures shall be subject to the terms of the Grant Agreement or Consortium Agreement.

Likewise, the Beneficiary agrees and acknowledges that the EC shall be entitled to disclose Confidential Information to its staff, other EU institutions and bodies or third parties, if:

- this is necessary to implement the Grant Agreement or safeguard the EU's financial interests.
- the recipients of the information are bound by an obligation of confidentiality.

## **Article 7 - Intellectual property rights**

The Beneficiary acknowledges that all tools, modules and similar of the REMEDIES partners are proprietary and owned by the respective REMEDIES partner or applicable third party.

Nothing in this Agreement shall transfer to the Beneficiary or other partners it represents any license or other rights for the use of the tools, modules and similar that are property of a Beneficiary, unless a specific agreement is established.

The results developed under this Agreement shall be exclusively the property of the Beneficiary. This does not exclude the possibility for specific agreements to be made between the Beneficiary and one or more of the partners of REMEDIES.

## **Article 8 - Force Majeure**

“Force Majeure” means any unforeseeable exceptional situation or event beyond the Contracting Parties control, which prevents either of them from fulfilling any of their obligations under the Agreement, which was not attributable to error or negligence on their part, and which proves to be inevitable despite the exercising of all due diligence.

Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties cannot be invoked as Force Majeure.

The Contracting Parties shall take the necessary measures to limit any damage due to Force Majeure. They shall do their best to resume the implementation of the action as soon as possible.

No Contracting Party shall be in breach of its obligations and tasks if such a breach is caused by Force Majeure. A Contracting Party will notify the other Contracting Party of any Force Majeure as soon as possible. In case the Beneficiary is not able to overcome the consequences of Force Majeure within thirty calendar (30) days after such notification, the Coordinator will decide accordingly, including the termination of the Agreement.

## **Article 9 - Information and communication**

### **9.1 Information and communication towards the EC**

The Beneficiary shall, throughout the duration of the Agreement, take appropriate measures to engage with the public and the media about the Activities and **to highlight the financial support of the EC and the REMEDIES project**, as stated in the REMEDIES OCII Guide for Applicants.

Unless the EC or the Coordinator requests otherwise, any publicity, including at a conference or seminar or any type of information or promotional material (brochure, leaflet, poster, presentation etc.), and any infrastructure, equipment, and major results must:

- specify that the Beneficiary has received research funding from the EC through the REMEDIES project.
- display the European emblem along with the REMEDIES logo, according to the rules described in the Guide for Applicants, namely, when displayed in association with a logo, the European emblem should be given appropriate prominence. This obligation to use the European emblem in respect of projects to which the EC contributes implies no right of exclusive use. It is subject to general third-party use restrictions which do not permit the appropriation of the emblem, or of any similar trademark or logo, whether by registration or by any other means. Under these conditions, the Beneficiary is exempt from the obligation to obtain prior permission from the EC to use the emblem.

- specify that it reflects only the author's views and that the EC and the REMEDIES Consortium is not liable for any use that may be made of the information contained therein. The following text should be used:

*“The IG4PFM has indirectly received funding from the European Union's Horizon Europe research and innovation action programme, via the Horizon Europe Framework Programme issued and executed under the REMEDIES project (Grant Agreement no. 101093964).”*

The Coordinator, the REMEDIES consortium, and/or the EC shall be authorised to publish, in whatever form and on or by whatever medium, the following information:

- the name of the Beneficiary.
- contact address of the Beneficiary.
- the general purpose of the Activities (publishable summary, etc.)
- the amount of the financial contribution of the EC foreseen for the Activities. after the final payment, the amount and rate of the financial contribution of the EC accepted by the EC.
- the estimated amount and rate of the financial contribution of the EC foreseen for the Beneficiary in the table of the estimated breakdown of budget.
- the geographic location of the activities carried out.
- the list of dissemination activities and/or of patent (applications) relating to foreground.
- the publishable reports submitted (technical reports are excluded, since they are confidential).
- any picture or any audio-visual or web material provided to the REMEDIES project & EC in the framework of the proposed OCII project.

The Beneficiary shall ensure that all necessary authorisations for such publication have been obtained and that the publication of the information by the Coordinator, the REMEDIES consortium partners, or EC does not infringe any rights of third parties or disclosures internal confidential information.

Upon a duly supported request by the Coordinator on behalf of the Beneficiary, the EC may agree to forego such publicity if disclosure of the information indicated above would risk compromising the beneficiary's security, academic or commercial interests.

## 9.2 Information and communication among the Contracting Parties

Any notice to be given under this Agreement shall be in writing to the addresses and recipients listed above. Any change of persons or contact details shall be notified immediately to the Coordinator. The address list shall be made accessible to all parties concerned.

## **Article 10 - Checks and reviews**

The EC may, at any time during the implementation of the Activities and up to five years after the end of the financial support granted to the OCII proposed project (counting from the implementation date on), arrange for a check and review to be carried out, by external auditors, or by the EC services themselves, including the European Anti-Fraud office (OLAF). The procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the EC.

There will be no financial checks, reviews, or audits to check costs, since beneficiaries have no obligation to document the costs incurred for the action. Checks, reviews, and audits will focus on the technical implementation of the action.

The Beneficiary shall make available directly to the EC all information and data that may be requested by the EC or any representative authorised by it, in view of verifying that the Grant Agreement is properly managed and performed in accordance with its provisions.

The Beneficiary shall keep the originals or, in exceptional cases, duly authenticated copies (including electronic copies) of all documents related to the Grant Agreement for up to five years from the end of the Activities. These shall be made available to the EC when requested during any check under the Grant Agreement.

To carry out these checks, the Beneficiary shall ensure that the EC's services and any external body(ies) authorised by it have on-the-spot access at all reasonable times, notably to the Beneficiary's offices, to its computer data, and to all the information needed to carry out those checks. They shall ensure that the information is readily available on the spot during an audit and, if so requested, that data be handed over in an appropriate form.

Based on the findings made during the check, a provisional report shall be drawn up. It shall be sent by the EC or its authorised representative to the Beneficiary concerned, which may make observations thereon within one month of receiving it. The EC may decide not to take into account observations conveyed or documents sent after that deadline. The final report shall be sent to the Beneficiary concerned within two months of expiry of the aforesaid deadline.

Based on the conclusions of the check, the EC shall take all appropriate measures which it considers necessary, including the issuing of recovery orders regarding all or part of the payments made by it and the application of any applicable sanction.

The European Court of Auditors shall have the same rights as the EC, notably right of access, for the purpose of checks and audits, without prejudice to its own rules.

In addition, the EC may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the EC to protect the European Communities' financial interests against fraud and other irregularities.

## **Article 11 – Data protection**

The Contracting Parties have the obligation to abide by the Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data.

Each Contracting Party shall be considered a separate and independent data controller, as defined in the GDPR, to every other Contracting Party. The processing of personal data shall be carried out lawfully, fairly and in a transparent manner, collected for specific purposes and adequate, relevant, and limited to what is necessary in relation to the purposes for which it is processed. Where it might be designated by a relevant Supervisory Authority or through agreement between Contracting Parties that the

Coordinator and any other REMEDIES consortium partners are appointed as data processors, parties shall enter into appropriate data processing agreements as required by the GDPR.

The Beneficiary acknowledges that the Coordinator and any other REMEDIES consortium partners, if appointed as data processors, are not responsible for the Beneficiary's compliance with any data protection or privacy law applicable to the Beneficiary. Each of the Contracting Parties, in their respective roles as data controllers, will be responsible for their own compliance with any data protection or privacy law applicable to them as data controller.

## **Article 12 - Obligations imposed by the Grant Agreement to the Beneficiary**

The Beneficiary receives funding from the European Commission for carrying out the Activities: Engage and Educate Children, Empower Citizens and Representative Groups/Communities, Raise Public Awareness [project IG4PFM]. Under the Grant Agreement or the Consortium Agreement, some of the obligations must be imposed on the Beneficiary. Those obligations are reflected in this Agreement. The specific obligations that the Beneficiary must ensure are described in the Multi-Beneficiary General Model Grant Agreement<sup>2</sup> (Horizon Europe General MGA – Multi), in articles 12, 13, 17, 25 and 33. These articles are included in this Agreement and are fully applicable to the Beneficiary.

The Beneficiary acknowledges and agrees that these obligations comprised in this Agreement and the above-mentioned obligations of the Multi-Beneficiary General Model are fully applicable to it.

## **Article 13 - Miscellaneous**

Should any provision of this Agreement be or become invalid, illegal, or unenforceable, it shall not affect the validity of the remaining provisions of this Agreement. In such a case, the Contracting Parties shall be entitled to request that a valid, legal, enforceable, and practicable replacement provision be negotiated which fulfils the purpose of the original provision.

The Beneficiary shall not be entitled to act or to make legally binding declarations on behalf of the Coordinator or any other REMEDIES consortium partner, and nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Contracting Parties or between the Beneficiary and any REMEDIES consortium partner.

No rights or obligations of the Beneficiary arising from this Agreement may be assigned or transferred, in whole or in part, and no obligations of the Beneficiary may be sub-contracted, without the Coordinator's prior formal written approval; and such approval shall not exempt the Beneficiary from any of its obligations hereunder.

Although, with exception to the Coordinator, the REMEDIES consortium partners and their affiliated entities are not Contracting Parties to this Agreement, they are intended by the Contracting Parties to be third party beneficiaries under this Agreement and accordingly shall be entitled to enforce the terms of this Agreement against the Beneficiary and (without limitation) shall be entitled to the benefit of, and to enforce any exclusion of limitation of liability of the REMEDIES consortium partners contained in this

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<sup>2</sup> [https://ec.europa.eu/info/fundingtenders/opportunities/docs/20212027/common/guidance/aga\\_en.pdf](https://ec.europa.eu/info/fundingtenders/opportunities/docs/20212027/common/guidance/aga_en.pdf)

Agreement and any indemnity in favour of the REMEDIES consortium partners contained in this Agreement.

Amendments and modifications to the text of this Agreement require a separate written agreement or annex to be signed between both Parties. Although this Agreement refers to the provisions of the Consortium Agreement and Grant Agreement, the Beneficiary is not a party to the Consortium Agreement or Grant Agreement but only bound towards the Coordinator by the Consortium Agreement and Grant Agreement provisions as referred or reproduced in this Agreement.

This Agreement is drawn up in English language which shall govern all documents, notices, meetings, reports and processes relative thereto.

## **Article 14 – Anti Corruption Clause**

The Parties agree to comply with all applicable anti-bribery and anti-corruption laws, rules and regulations and to this Agreement. In particular, if it is established that one of the Parties or somebody on its behalf or on its account has promised, offered or given an illegal benefit to the representative or an agent of a body or organisation from the public sector so as to gain business, or concluded business under more favourable terms and conditions, or suspended due supervision over the implementation of the contractual obligations, or gained any other action or omission of such with which a body organisation from the public sector sustains damage or a representative of a body, an agent of a body or organisation in public sector, the other contracting Party or its representative, agent, intermediary is provided with an illegal benefit, the Agreement will be deemed null and void.

## **Article 15 - Applicable Law**

This Agreement shall be construed in accordance with and governed by the laws of Belgium.

## **Article 16 - Settlement of disputes**

If the Contracting Parties are unable to resolve a dispute amicably, such dispute will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators in Brussels.

Each of the Contracting Parties to the dispute shall appoint one (1) arbitrator and the two (2) arbitrators so appointed shall elect the presiding arbitrator. Should a Party to the dispute which should appoint an arbitrator fails to do so within fourteen (14) days of the delivery of the written notice to do so from the other Party to the dispute or should the appointed arbitrators fail to reach agreement on the presiding arbitrator within fourteen (14) days after their appointment, such arbitrator shall be appointed in accordance with the Rules upon request of any of the Parties to the dispute.

The seat of arbitration shall be Brussels.

The Contracting Parties agree that the language of the arbitration, including oral hearings, written evidence, and correspondence shall be English.

A duly rendered arbitration award shall be final and binding on the Contracting Parties to the dispute. Each Contracting Party to the arbitration conducted in accordance with this section hereof shall bear its



own expenses incurred in connection with such arbitration, including fees of its legal counsels. All other costs and expenses shall be apportioned between the Contracting Parties to the arbitration in accordance with the decision of the arbitrators.

Nothing in this Agreement shall limit the Contracting Parties right to seek injunctive relief or to enforce an arbitration award in any applicable competent court of law.

### **Article 17 – No double funding**

By signing this Agreement, the Beneficiary declares to be aware of the fundamental principle underpinning the rules for public expenditure in the EU that no costs for the same activity be funded twice from the EU budget, as defined in the Article 111 of Council Regulation (EC, Euratom) No. 1605/2002 of 25 June 2002 on the Financial Regulation, and confirms that all the work performed under REMEDIES (Grant Agreement no. 101093964) will be done exclusively in the scope of this programme, not being supported or funded by any other European Commission programme.

#### **AS WITNESS:**

The undersigned authorized representatives of the Contracting Parties have executed this Agreement by signing a single electronic counterpart, which is signed by both parties using their respective qualified digital certificates. Each party shall receive its own electronic copy, which shall have the status of the original document. Done on the day and year first above written:

<p>For National Institute of Chemistry National Institute of Chemistry Prof. Dr. Gregor Anderluh, Director</p> <p>Signature</p> <p>Done at _____ on DD/MM/202Y</p>	<p>For _____ [organization/ individual name] (the Beneficiary) Mr/Ms _____ [NAME SURNAME] [POSITION_IN_ORGANISATION] Signature _____</p> <p>Done at _____ on DD/MM/202Y</p>
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## **ANNEXES**

Annex I: Technical Proposal

Annex II: Declaration of Honour

Annex III: Bank Account Information