



## AGREEMENT

-[number]

1. **The Netherlands Ministry of Economic Affairs and Climate**, whose registered office is at Bezuidenhoutseweg 73, 2595 AC The Hague, the Netherlands, lawfully represented for the purposes of signing the sub-grant agreement by the Managing Director RVO, René van der Burg, hereinafter also referred to as "**Coordinator**";
2. **[Statutory name Sub-grantee]**, whose registered office is at [statutory address], lawfully represented in this matter by its [position authorised representative], [name authorised representative], hereinafter also referred to as "**Sub-grantee**";

hereinafter individually or collectively referred to as "Party" or "Parties";

## WHEREAS

- The European Union, represented by the European Commission ("**Commission**"), and Stichting Wageningen Research, research institute Wageningen Plant Research, the Coordinator of the consortium ("**Consortium**") for the project "New IACS Vision in Action" ("**NIVA**"), have signed the Grant Agreement No. 842009 ("**Grant Agreement**") for NIVA within the framework of the European Union's Horizon 2020 research and innovation programme, Open Call 1 for Innovation Experiments;
- An call has been published in order to grant financial support for Third Parties to test NIVA components. The proposal and other information submitted by the Sub-grantee in response to this open call have been analysed by independent evaluators and supervised by the NIVA Consortium and have met the requirements of this open call;
- The evaluation committee issued a report on the extent to which the proposal was in line with the call criteria for selecting and awarding and ranking the best proposals. This report has been accepted by the NIVA Consortium, and as the competent authority for issuing a final decision on the request made for grants has resolved to award funding to the Sub-grantee;
- This agreement ("**Agreement**") lays down the rights and obligations for financial support to the Sub-grantee.

## HAVE AGREED

to the following terms and conditions including those in the following Annexes, which form an integral part of this Agreement:

- Annex I: Description of Work IC;
- Annex II: Guide for Applicants IC;
- Annex III: SME Declaration IC;
- Annex IV: Declaration of Honour IC;
- Annex V: General Conditions.

The terms set out in this Agreement shall take precedence over those in the Annexes. The terms set out in the General Conditions shall take precedence over those in the Call specifications and Description of Work. The terms set out in the Call specifications shall take precedence over those in the Description of Work.

## Article 1 – Scope

The European Union has decided to grant a financial contribution for the implementation of NIVA through the Horizon 2020 Programme. The corresponding Grant Agreement includes the provision in Article 15 for financial support to third parties by means of sub-grants.

The Sub-grantee has been selected to receive financial support for the testing/implementation of the **project** called [name of the project], as specified in the Description of Work (Annex I), within the framework of the Grant Agreement and subject to the conditions laid down in this Agreement.



### **Article 2 – Duration and start date of the Project**

The duration of the Project is 6 months, which starts on [date] ("**Start Date**") and ends on [date] ("**End Date**"). The Sub-grantee will do its best to finalize the Project within this period of time. If a delay is foreseen, Sub-grantee shall notify the Coordinator immediately and Parties will consult with each other how to minimize this delay. In any case, the Project shall be finalized no later than the 30<sup>th</sup> of September 2022 ("**Final Date**")

### **Article 3 – Reporting period, deliverables, and language of reports**

The execution of the Project involves the elaboration and delivery by the Sub-grantee to the Coordinator of the following deliverable(s):

Deliverable 1 ("**D1**"): [deliverable 1 as described in Annex I];  
Deliverable 2 ("**D2**"): [deliverable 2 as described in Annex I];  
together referred to as ("**Deliverables**")

The Project is divided into the following two reviewing periods:

- phase 1: from 30-04-2022 to 01-07-2022: intermediate report
- phase 2: from 01-07-2022 to 30-09-2022: final report
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The Sub-grantee must submit each periodic Project report within 7 days before the end of each reviewing period to the Coordinator. The periodic reports are defined as:

- the deliverables D1;
- the deliverables D2;

In case of non-approval of any of the Deliverables during the mid-term reviewing period, the Deliverable will again be reviewed during the final reviewing period. In case of non-approval of any Deliverable during the final reviewing period, the costs related to the Deliverable shall be deemed ineligible for remuneration.

All reports must be drawn up using the forms and templates provided by the NIVA Consortium. All reports and Deliverables, when appropriate, required by this Agreement shall be in English.

### **Article 5 – Financial support and payment**

The estimated eligible costs of the Project are € [amount],- ([amount of Euros in words] Euro).

The maximum financial support to the Project is € [amount],- ([amount of Euros in words] Euro)

Payments are subject to the approval of the periodic reports submitted by the Sub-grantee, using the designated templates provided by the NIVA Consortium.

Payments will be made by the Coordinator if the corresponding Deliverables of the Project have been properly implemented in accordance with Annex 1 of this Agreement and provided that all other obligations under this Agreement have been complied with. For the avoidance of doubt, the Sub-grantee acknowledges that the General Conditions (Part B: Financial Provisions) apply equally to all Project Partners.

The payment schedule is as follows:

- a first phase payment of 30% of the Project's budget on the basis of the approval phase 1 Project report, including the corresponding deliverables as referred to in Article 4;
- a final payment of max 70%, consisting of the remaining part of the approved eligible costs incurred by the Sub-grantee (and/or Project Partners) for the implementation of the Project, on the basis of the approval of the phase 2 Project report, including the corresponding deliverables as referred to in Article 4.

Each payment will take place within [30 days after approval of the corresponding report of each phase].

Subcontracting is allowed up to a maximum of 25% of the Project's budget, and subject to Article III-6 of the General Conditions.

### **Article 6 – General and request for payments details**

The following information should be indicated by the Sub-grantee on the request for payment:



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- Statutory name Sub-grantee:
- Address:
- VAT number:
- Registration number Chamber of Commerce:
- Application ID Number:
- Project acronym:
- Project location:
- Bank account details:   Name of accountholder:  
                                  Name of Bank:  
                                  Address of Bank:  
                                  IBAN:  
                                  BIC:  
                                  SWIFT CODE:

### **Article 7 – Notices and communication**

The Sub-grantee must immediately inform the Coordinator of any of the following:

- change of contact person(s) and/or contact details of the Sub-grantee and/or Project Partner(s);
- events which are likely to affect significantly or delay the implementation of the Project or delivering the Project's goals or the Commission's financial interests, in particular changes in its legal, financial, technical, organisational or ownership situation;
- circumstances affecting the decision to award the financial support or non-compliance with requirements under this Agreement.

Any communication or request concerning the Agreement shall identify the Agreement number - **[number]**), the nature and details of the request or communication and be submitted to the following addresses:

For the Coordinator:  
[name contact person]  
[postal address]  
[e-mail address]  
[telephone number]

For the Sub-grantee:  
[name contact person]  
[postal address]  
[e-mail address]  
[telephone number]

Any notice to be given pursuant to this Agreement shall be in writing in the English language, signed by one of the representatives identified above and in a legible written form or by e-mail. Notices shall be sent to the office identified above of the relevant Party. Any such notice or other written communication shall, if sent by registered mail or e-mail, be effective upon receipt thereof; if sent by facsimile, be effective on the first business day after the sending thereof; and if communicated by personal delivery, be effective on the day of delivery.

### **Article 8 – Data Protection & Confidentiality**

During the implementation of the Project and for four years after the end of the Project, the Sub-grantee must keep confidential any data, documents or other material, in any form, that is provided by the Coordinator to the Sub-grantee and identified as confidential ("Confidential Information"). If a beneficiary SME requests, the Commission and the Coordinator may agree to keep such information confidential for an additional period beyond the initial four years.

Unless otherwise agreed between the Parties, the Sub-grantee may use the Confidential Information only to implement the Agreement.

The Project Partners may disclose certain Confidential Information to the NIVA Consortium under a specific Non-Disclosure Agreement. For the avoidance of doubt, any information mentioned in Article 4 (Deliverables, reports, questionnaires, information to help build the NIVA network, etc.) are not considered to be the Project Partners' Confidential Information and can be shared by the Coordinator with the NIVA Consortium without the obligation of confidentiality.



The aforementioned confidentiality obligations are not applicable to Confidential Information of which the receiving Party can demonstrate that it:

- was already publicly available at the time of its receipt or has become publicly available thereafter through no fault or action of the receiving Party;
- has been obtained from third parties without an obligation to maintain confidentiality;
- has been developed independently by receiving Party without access to the Confidential Information of the other Party;

If any Party is required to disclose another Party's Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, nothing herein shall restrict the Party from disclosing such information, but only to the extent of such order, law or regulation and it shall, to the extent it is lawfully able to do so, prior to any such disclosure:

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

#### **Article 9 – Applicable law and competent court**

This Agreement is governed by Dutch law. Any disputes in connection or arising out of this Agreement which cannot be settled amicably shall be exclusively brought to competent court in Arnhem, the Netherlands.

#### **Article 10 – Entry into force of the Agreement**

This Agreement shall enter into force after the Agreement is signed by the Parties, on the day of the last signature.

#### **Article 11 - Term and termination**

This Agreement shall continue in full force and effect for the duration of the Project as set forth in Article 2 and will end on the Final Date.

The Coordinator has the right to terminate this Agreement at any time upon written notice, without the need to proceed to court, in the following cases:

- the Sub-grantee has materially failed to comply with eligibility requirements;
- The Sub-grantee has breached or defaulted in the performance of its obligations;
- The Sub-grantee is in state of bankruptcy or suspension of payment or a petition to that effect is filed by or against the Sub-grantee;
- In the event the business of the Sub-grantee will be winded up or closed down;
- In case of force majeure (floods, fires, earthquakes and the like);
- Upon request of the Commission.

Such notice of termination shall indicate the specific termination provision in this Agreement relied upon, set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and specify the termination date, which shall not be fewer than 15 days after giving of such notice. If such failure remains uncured following such notice, unilateral termination will be effective immediately and automatically on the expiration of the applicable notice period, without further notice or action by the Coordinator.

Moreover, in the event the breach of the contractual obligations has been manifestly intentioned or with gross negligence, the Coordinator can require that the Sub-grantee refund the payments made to said applicable notice period.

#### **Article 13- Amendments**

Amendments or changes to this Agreement can only be made in writing and signed by the duly authorised representative of the Parties.

Nevertheless, should the Commission modify the conditions of the Grant Agreement, the Coordinator will amend this Agreement accordingly.

Done in two originals by:



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Ministry of Economic Affairs and Climate,

The Hague, [date]

**[Statutory name Sub-grantee]**

[place], [date]

[name authorised representative]  
[position authorised representative]



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Annex I	Description of Work, including List of Deliverables and Project Budget
Annex II:	Call specifications in the Guide for Application -OC2 Industrial Challenges
Annex III:	SME Declaration
Annex IV:	Declaration on honour on exclusion criteria and absence of conflict of interest
Annex V:	General Conditions.