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BioMan4R2 Financial Support Scheme

Grant Agreement Model

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Parties of this agreement

This Agreement (BioMan4R2 Financial Support Programme Grant Agreement Model) for providing financial support to Selected Third Parties, is between the following Parties:

on the one part,

OFFICIAL NAME OF THE BioMan4R2 Financial Support Scheme Coordinator [field for legal status] organised under the laws of [Country], established in [ADDRESS: STREET, POSTCODE, CITY, COUNTRY], with VAT No [], duly represented by [Legal Representative], [Legal Representative Position]; as the *BioMan4R2 Financial Support Scheme Coordinator* for the BioMan4R2 project (Grant Agreement n. 101074495), hereinafter referred as the *BioMan4R2 Financial Support Scheme Coordinator*

and

on the other part,

OFFICIAL NAME OF THE SELECTED THIRD PARTY (Acronym)[Applicant], [field for legal status] organised under the laws of [Country], established in [ADDRESS: STREET, POSTCODE, CITY, COUNTRY], with VAT No [], duly represented by [Legal Representative], [Legal Representative Position] ; as the *BioMan4R2 Beneficiary* of the BioMan4R2 project (Grant Agreement n. 101074495), hereinafter referred as the *BioMan4R2 Beneficiary*

These Parties are hereafter jointly referred or individually referred to as Parties or Party, relating to the BioMan4R2 Financial Support Action entitled:

[INSERT ID number of the application and/or name of the action as described in the application]

hereafter referred to as the Action.

WHEREAS

BioMan4R2 is an EU project titled “Biomanufacturing Eurocluster for Recovery and Resilience in EU” that is financed by the Single Market Programme (SMP), call Joint Cluster Initiatives (Euroclusters) for Europe’s recovery (SMP-COSME-2021-CLUSTER-01), from the European Commission under Grant Agreement n. 101074495, targeting the creation of new cross-sectoral/-cluster/-r value chains in the biomanufacturing and medical technology domains.

In the framework of BioMan4R2, an open call for SMEs has been published to award financial support to third parties for 1) Innovation projects or 2) Business Transformation projects. The application and other information submitted by the *BioMan4R2 Beneficiary* as part of this call have been assessed by the *BioMan4R2 Selection Committee*, and have proven to meet the requirements of this call. The selection committee issued an evaluation form on the extent to which the application was in line with the call, analysing Excellence, Impact, Implementation, EU-13 partner and other regional criteria and Cross-border collaboration aspects of the application. This form has been accepted by the BioMan4R2 Selection Committee on the day of the Consensus meeting, and as the competent authority for issuing a final decision on the request made for grants has resolved to award this Grant Agreement to the [name of the *BioMan4R2 Beneficiary*].

The description of work and the budget allocation as described in the approved Application Form for Financial Support are binding and will be executed within the framework of this Financial Action. The Application Form is regarded as an **Annex I** to this Agreement and represents an integral part of this Agreement.

The purpose of this Agreement is to specify the relationship between the Parties, in particular concerning the execution of the work between the Parties and the rights and obligations of the Parties, with respect to the Financial Support Action funded within the framework of the BioMan4R2 project.

Article 1: Scope

The European Union has granted financial contribution for the implementation of the BioMan4R2 Grant Agreement under the Single Market Programme of the European Commission. The BioMan4R2 Grant Agreement includes the provision of Financial Support to third parties SMEs.

The BioMan4R2 Selection Committee has decided to provide a financial contribution via respective Financial Support to Third Parties as specified in Guidelines for applicants for the implementation of the project called [INSERT name of SMEs project] (hereinafter the "Project") within the framework of BioMan4R2 and under the conditions laid down in this Contract.

Article 2: Duration and start of project

1. Entry into force: A legal entity becomes a Party to this Agreement upon signature by a duly authorised representative. This Agreement enters into force when it is signed by the two Parties.
2. Starting date of the Action: The duration of the project shall be [INSERT project duration] months starting from [DD/MM/YYYY] (hereinafter the "Start Date").

Article 3: Reporting periods

As soon as the Action is finished, the *BioMan4R2 Beneficiary* informs the *BioMan4R2 Financial Support Scheme Coordinator* [Dr. Margot Jehle, jehle@bioregio-stern.de or Dr. Klara Altintoprak, altintoprak@bioregio-stern.de] that the Action is actually finished.

The *BioMan4R2 Beneficiary* of the Financial Support agrees to provide the *BioMan4R2 Financial Support Scheme Coordinator* with two reports:

1. An **Intermediary Report** for a mid-way quality check after half of the project time, verifying the completion of the project's KPIs which will be validated by the *BioMan4R2 Financial Support Scheme Coordinator*. The *BioMan4R2 Beneficiary* will use and fill in the dedicated Intermediary Report template provided by the *BioMan4R2 Financial Support Scheme Coordinator*.
3. Within one month after completion of the project/service purchase, the *BioMan4R2 Beneficiary* must submit an online **Final Report** on the activity in accordance with the Grant Agreement.

Article 4: Maximum financial contribution

1. The maximum financial contribution of BioMan4R2 to the SME [NAME] (as a sum of the call issued by *BioMan4R2 project*) shall be 60 000 EUR (**sixty thousand euros**). The actual financial contribution of BioMan4R2 shall be calculated in accordance with the provisions of this *Contract*.
4. Details of the financial contribution of BioMan4R2 are contained in Annex I to this *Contract* which at least includes a table of the estimated breakdown of budget and activities to be carried out by the *BioMan4R2 Beneficiary* under the *Project*.

Article 5: Payment scheme

50% of the financial support value being awarded will be transferred to the *BioMan4R2 Beneficiary* at the start of the project within 30 days upon signature of the Grant Agreement (prepayment). The remaining 50% (final payment) will be transferred within 30 days only upon

- A successful performed mid-way quality check with this entails based on progress and milestones achieved.
- Submission and approval of the final report based on KPI targets achieved.

In case the final report is not submitted on time, the prepayment must be reimbursed to the *BioMan4R2 Financial Support Scheme Coordinator*.

Should the mid-way quality check or the final report be unsatisfactory, BioMan4R2 Consortium can decide to revoke part or all the funding.

BioMan4R2 Beneficiary name: [...]

Address: [...]

VAT number: [...]

Contract number: [...]

Project name: [...]

Bank account details

Name of accountholder: [...]

Name of Bank: [...]

Address of Bank: [...]

IBAN: [...]

BIC: [...]

SWIFT CODE: [...]

Article 6: Communication

Any communication or request concerning the Contract shall identify the contract number, the nature and details of the request or communication and be submitted to the following addresses:

BioMan4R2 Financial Support Scheme Coordinator:

[Name] Dr. Margot Jehle

[Address] Friedrichstr. 10, D-70174 Stuttgart, Germany

T: +49 173 1808924

E: Jehle@bioregio-stern.de

BioMan4R2 Beneficiary:

[Name]

[Address]

T: +[...]

E: [...]

Any notice to be given pursuant to this Contract 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 BioMan4R2 Financial Support Scheme Coordinator. Any such notice or other written communication shall, if sent by registered mail or e-mail, be effective upon receipt thereof, if communicated by personal delivery, be effective on the day of delivery.

Any report and deliverable, when appropriate, required by this Contract, shall be in English.

Any change of persons or contact details shall be notified immediately by the respective Party to the *BioMan4R2 Financial Support Scheme Coordinator*.

The *BioMan4R2 Beneficiary* must immediately inform the *BioMan4R2 Financial Support Scheme Coordinator* of any event that is likely to affect significantly or delay the implementation of the actions, or the BioMan4R2 goals, in particular: changes in its legal, financial, technical, organisational or ownership situation. Also, the *BioMan4R2 Beneficiary* must notify any situation constituting or likely to lead to a conflict of interest.

A "conflict of interest" exists if shared interests:

1. influenced the contract's/subcontract's selection/award procedure;
2. influenced the contract's/subcontract's price and this does not correspond to the market price or
3. affected the action's performance, as measured by the appropriate quality standards.

These interests may be:

1. economic interests (e.g. unjustified and preferential contracts or subcontracts with connected companies (not based on technical merit, etc.));

2. political or national affinity (e.g. *BioMan4R2 Beneficiary* is chosen, or research-related decisions are adopted, based on political considerations, connections or national affinity);
3. family or emotional ties (e.g. contracts or subcontracts made with family members for their benefit) other shared interests.
4. The communication requirement also applies to circumstances affecting the decision to award the BioMan4R2 financial support or compliance with obligations under this Agreement.

In addition, the *BioMan4R2 Beneficiary* must inform the *BioMan4R2 Financial Support Scheme Coordinator* about the progress of the project when the latter requires it.

Article 7: Internal arrangements between beneficiaries

It is recommended that the *BioMan4R2 Beneficiary*, in case of a consortium, envisage internal arrangements regarding their operation and co-ordination to ensure that the Project is implemented properly. These internal arrangements might be set out in a written 'consortium agreement' between the beneficiaries preferably before the signature of the *Contract*.

The consortium agreement, if signed, must not contain any provision contrary to the *Contract*.

The BioMan4R2 Financial Support Scheme Coordinator cannot be held responsible for an unclear division of tasks within the collaboration or for an underperformance of one of the partners. The *BioMan4R2 Beneficiary* is always responsible for meeting the KPI targets.

Article 8: Applicable law and competent court

This Agreement is governed by German law. Any disputes in connection or arising out of this Agreement which cannot be settled amicably shall be exclusively brought to competent court in Germany.

Article 9: Entry into force

This *Contract* shall enter into force after its signature by the *BioMan4R2 Financial Support Scheme Coordinator* and the *BioMan4R2 Beneficiary*, on the day of the last signature.

Article 10: Termination

This *Contract* shall continue in full force and effect until the end of the period of [...] months as set forth in Article 2, unless the *BioMan4R2 Financial Support Scheme Coordinator* and the *BioMan4R2 Beneficiary* requests a termination of the *Contract* upon written notice in accordance with the provisions and procedures laid down:

1. The *BioMan4R2 Financial Support Scheme Coordinator* has the right to terminate this *Contract* at any time upon written notice, without the need to proceed to court, in the following cases:
 - a. The *BioMan4R2 Beneficiary* has materially failed to comply with any eligibility conditions or other contractual provisions under this *Contract*;
 - b. The *BioMan4R2 Beneficiary* has breached or defaulted in the performance of its obligations under this *Contract*, including failure to provide required information or submission of false information;
 - c. Implementation of the *Contract* is prevented by force majeure that is not possible to remedy during the *BioMan4R2* time-frame;
 - d. Upon explicit written request of the European Commission.

Such notice of termination shall indicate the specific termination provision in this *Contract* 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 the facts and circumstances claimed as the basis for termination remain uncured following such notice, termination will be effective immediately and automatically on the expiration of the applicable notice period, without further notice or action by the *BioMan4R2 Financial Support Scheme Coordinator*.

In case of termination, the *BioMan4R2 Financial Support Scheme Coordinator* shall cease immediately any support services provided under this *Contract* and shall claim back any amount that was paid to the *BioMan4R2 Beneficiary* which is not due at the date the termination takes effect, including any pre-financing

not duly justified in already submitted and approved *Project* progress reports and deliverables validating the work of each respective Annex I.

The execution of the BioMan4R2 project and the Financial Support Scheme are dependent on funding by the Single Market Programme from the European Commission under Grant Agreement n. 101074495. If the Single Market Programme from the European Commission cancels (part of) the grant to the BioMan4R2 project for example in case of 'decommitment' of funds from the Single Market Programme itself, this Agreement may be terminated immediately by the BioMan4R2 decision body. In this case, costs will be compensated proportionately to the overall timeframe of the project and financing received by the BioMan4R2 project from

2. *The BioMan4R2 Beneficiary* has the right to terminate this *Contract* at any time for serious reasons, upon written notice, stating the reasons why as well as the date the termination will take effect. This date must be after the notification.

The *BioMan4R2 Beneficiary* must — within 30 days from when termination takes effect — submit all progress reports and deliverables due for the open reporting period until termination, in order to justify the work carried out and/or any payments received in this period.

The *BioMan4R2 Financial Support Scheme Coordinator* will calculate the overall amount due to the *BioMan4R2 Beneficiary* for implementation of the *Project*, on the basis of the reports and deliverables actually carried out, submitted and accepted. If the payments already received by the *BioMan4R2 Beneficiary* exceed the overall amount due, the *BioMan4R2 Beneficiary* must repay to the *BioMan4R2 Financial Support Scheme Coordinator* the amount unduly received no later than ten days upon receiving the respective debit notification. If the payments received do not exceed the overall amount due, the difference will be paid to the *BioMan4R2 Beneficiary* as per the payment provisions of this *Contract*.

After termination of the agreement, all Parties are required to retain and file all administrative and other documents related to this Incentive Action for the time meeting the EU legal demands (at least 10 years).

Article 11: Intellectual Property Rights

The results of the action supported, fundamentally, the proof of concept developed, know-how and other intangible outputs, and related rights (e.g. patents), belong to the BioMan4R2 Beneficiary. Results only include outputs of activities that will be implemented according to Annex I.

If third parties (including personnel) may claim rights to the results, the BioMan4R2 Beneficiary must ensure that it complies with its obligations under this Grant Agreement.

The BioMan4R2 Beneficiary shall be liable for the infringement of patents or other intellectual property rights of a third party during the implementation of the project or any other activities under this Grant Agreement.

Article 12: Access rights to results

The *BioMan4R2 Beneficiary* shall be the exclusive owner of its prior own specific knowledge. Nothing in this *Contract* can be construed as granting access right to any third party to *BioMan4R2 Beneficiary's* background.

Article 13: Confidentiality

During implementation of the action and for four years after the period set out in Article 2, the parties must keep confidential any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed ("Confidential Information").

"Confidential Information" shall mean any and all information, which is supplied or disclosed, directly or indirectly, in writing or in any other means, by each Party to the other including, but not limited to any documents, drawings, sketches, designs, materials, samples, prototypes, data, know-how, and which at the time of its disclosure or supply is identified as confidential. Oral information shall be recorded in writing by the Party disclosing it within fifteen (15) days after disclosure, and the resulting document shall specifically state the date of disclosure and designate the information as confidential.

The Parties shall undertake to keep the Confidential Information confidential and not to disclose it nor to permit the disclosure of it to any third party, undertake to use the Confidential Information solely for the Purpose of this agreement and not to make any other use, whether commercial or non-commercial, without the prior written consent of the Party disclosing it.

No Party shall be considered to be in breach of this Financial Support Programme Grant Agreement if it is prevented from fulfilling its obligations under the Financial Support Programme Grant Agreement by force majeure. Each Party will notify of any force majeure without undue delay.

The confidentiality obligations no longer apply if:

1. the disclosing Party agrees to release the other Party;
2. the information was already known by the *BioMan4R2 Beneficiary* or is given to him without obligation of confidentiality by a third party that was not bound by any obligation of confidentiality;
3. the *BioMan4R2 Beneficiary* proves that the information was developed without the use of confidential information;
4. the information becomes generally and publicly available, without breaching any confidentiality obligation, or
5. the disclosure of the information is required by the EU or national law.

Article 14: Record keeping

The *BioMan4R2 Beneficiary* must, at least until the time-limit of the effectiveness of this Agreement, keep records and other supporting documents to prove the proper implementation of the action.

Article 15: Information and dissemination

1. The *BioMan4R2 Beneficiary* shall, throughout the duration of the *Project*, take appropriate measures to engage with the public and the media about the *Project* and to highlight the financial support of the European Union. Unless the *European Commission* requests otherwise, any publicity, including at a conference or seminar or any type of information or promotional material - including in electronic form, via social media, etc. - (brochure, leaflet, poster, presentation etc.), must specify that the *Project* has received research funding from the European Union and display the European Union emblem as well as the BioMan4R2 project logo. When displayed in association with a logo, the European Union emblem should be given appropriate prominence. This obligation to use the European Union emblem in respect of projects to which the Union 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 *BioMan4R2 Beneficiary* is exempted from the obligation to obtain prior permission from the *European Commission* to use the emblem. Further detailed information on the European Union emblem can be found on the Europa web page. Any publicity made by the *BioMan4R2 Beneficiary* in respect of the *Project*, in whatever form and on or by whatever medium, must specify that it reflects only the author's views and that the European Union is not liable for any use that may be made of the information contained therein.
2. For dissemination and use of results generated through the financial support from BioMan4R2, the *BioMan4R2 Beneficiary* must credit the EU funding by acknowledging through proper citation and visibility of EU support, displaying the European flag (emblem) and funding statement (also include the disclaimer) as indicated below, and as well of the BioMan4R2 logo and the ECCP logo:



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the European Union**



BIOMAN^{4R2}

"This project has received funding from the European Union's Single Market Programme, via the Open Call BioMan4R2"

3. The *BioMan4R2 Consortium* and/or the European Commission shall be authorised to publish, in whatever form and on or by whatever medium, the following information:
 - a. the name of the *BioMan4R2 Beneficiary*;
 - b. the contact address of the *BioMan4R2 Beneficiary*;
 - c. the general purpose of the project in the form of a summary provided by the *BioMan4R2 Beneficiary*;
 - d. the amount of the financial contribution of the European Union foreseen for the Project; after the final payment, the amount of the financial contribution of the European Union accepted by BioMan4R2;
 - e. the geographic location of the activities carried out;
 - f. the list of dissemination activities and/or of patent (applications) relating to foreground;
 - g. the details/references and the abstracts of scientific publications relating to foreground;
 - h. the publishable reports submitted to it;
 - i. any picture or any audio-visual or web material provided to a BioMan4R2 partner in the framework of the Project.

The *BioMan4R2 Beneficiary* expressly agrees to grant all necessary authorisations for such publication and ensures that the publication of the information by the BioMan4R2 Consortium and/or the European Commission does not infringe any rights of third parties.

Upon a duly substantiated request by the *BioMan4R2 Beneficiary*, the BioMan4R2 Consortium and/or the European Commission may agree to forego such publicity if disclosure of the information indicated above would risk compromising the *BioMan4R2 Beneficiary's* security, academic or commercial interests.

Article 16: Liability

The *BioMan4R2 Beneficiary* shall not engage in any conduct that is detrimental to the reputation, character, standing or goodwill of the European Commission, the BioMan4R2 Consortium and other BioMan4R2 participants.

If the *BioMan4R2 Beneficiary* causes damage to the European Commission, the BioMan4R2 Consortium or other BioMan4R2 participants by the inadequate implementation of the project, except in case of force majeure, it must compensate them for the amount of damage caused.

The *BioMan4R2 Beneficiary* must ensure that the execution of the project complies with the Single Market Programme, its objectives, principles and rules.

The *BioMan4R2 Beneficiary* warrants that:

1. It has full power and authority to enter into and perform its obligations under Agreement.
2. It will execute the project in a timely, competent, and professional manner using appropriately skilled, experienced, and qualified personnel or subcontracting, in accordance with all applicable laws and regulations.
3. The execution and delivery of this Agreement will not conflict with, violate, breach or constitute a default under any term or provision of its organizational documents or any agreement or instrument to which the *BioMan4R2 Beneficiary* is a party or by which it is bound, or any statutes, laws, rules, regulations, or orders or other legal requirement applicable to the *BioMan4R2 Beneficiary*.
4. The *BioMan4R2 Beneficiary* has and shall maintain all governmental, regulatory, self-regulatory and other licenses, permissions, approvals, consents, authorizations, declarations or registrations in all jurisdictions in which the *BioMan4R2 Beneficiary* provides services pursuant to this Agreement.
5. The *BioMan4R2 Beneficiary* is, and at all times during the term of this Agreement shall, remain in compliance with (i) the provisions of this Agreement and (ii) all applicable laws, rules and regulations, and all applicable orders or other requirements of any governmental authority or regulatory body or agency (or similar entity), in each case in each jurisdiction where the *BioMan4R2 Beneficiary* maintains an office or conducts any business.

6. The *BioMan4R2 Beneficiary* must take all measures to prevent any situation where the impartial and objective implementation of the Agreement could be compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect interest ('conflict of interests').
7. The action must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles. The *BioMan4R2 Beneficiary* must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).

The BioMan4R2 Financial Support Scheme Coordinator shall under no circumstances be liable for any indirect, incidental or consequential damages (including without limitation, lost business or profits, loss of data or loss of use of equipment), nor for any claims, costs or damages that may result, directly or indirectly, from the performance of the SME's obligations under this Agreement or out of the use of the SME's results.

The *BioMan4R2 Beneficiary* in case of subcontracting will retain full liability towards the *BioMan4R2 Financial Support Scheme Coordinator* for performance of the Agreement as a whole.

Annex to this contract

The approved Application Form [ID number]

Signatures

Signature of BioMan4R2 Beneficiary (SME)

Name of the BioMan4R2 Beneficiary organisation:

Name of the legal representative:

Please tick the box:

☐ I declare the company I legally represent is not in receivership or under liquidation.

Date:

Signature (and stamp if available):



Signature of BioMan4R2 Financial Support Scheme Coordinator

Name of the BioMan4R2 Financial Support Scheme Coordinator organisation:

Name of the legal representative:

Date:

Signature (and stamp if available):
