

LIFE EUCF

Grant Agreement under
Call 5

Draft template



LIFE EUCF Beneficiary Name	
Contract No.	
Identification No.	



Co-funded by the European Union

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ENERGY CITIES, with the business seat in 2 Chemin de Palente, 25000 Besancon, France, VAT number: FR 55379716764, represented by Claire Roumet, Executive Director (hereinafter: “EUCF coordinator”)

and

[**Municipality of XXX**, located in YYY, represented by ZZZ (hereinafter: “Third party”)]

hereinafter jointly referred to as: “Parties”

have concluded the following:

**GRANT AGREEMENT
FOR LIFE EUCF BENEFICIARIES**

WHEREBY:

- A. the European Climate, Infrastructure and Environment Executive Agency (CINEA) on one side and ENERGY CITIES, adelphi research gGmbH (adelphi), The European Federation of Agencies and Regions for Energy and the Environment (FEDARENE), ENVIROS, s.r.o. (ENV), Climate Alliance (CA), ICLEI European Secretariat GmbH (ICLEI) and Global New Energy Finance SL (GNE) on the other side, have on 30 November 2022, concluded the Grant Agreement No. 101085947 (European City Facility – LIFE EUCF) (hereinafter: “Grant Agreement”);
- B. the Grant Agreement described hereto above refers to the project under the title European City Facility – LIFE EUCF, as described by the Grant Agreement, which is funded from the European Union ´s LIFE programme, all per terms and conditions set forth in the Grant Agreement (hereinafter: “EUCF”);
- C. by the Grant Agreement described hereto above the ENERGY CITIES has been recognized as the coordinator of the aforesaid project under the title European City Facility – LIFE EUCF, whose purpose is to provide financial support to the Cities across the European Union for development of investment concepts needed for acceleration of implementation of the energy and climate action plans;

so therefore, the Parties have agreed as follows:

ARTICLE 1 – DEFINITIONS

- (1) The following terms used in this Grant Agreement for EUCF beneficiaries shall have the following meaning:

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1. **“Agreement”** means this Grant Agreement for EUCF beneficiaries and all annexes, schedules and attachments to this Grant Agreement for EUCF beneficiaries, if any;
 2. **“EUCF”** means the project under the title European City Facility –LIFE EUCF as described in the Grant Agreement and in Guidelines for Applicants described by the Article 1 Par 1 Sub. Par. 6 of this Agreement;
 3. **“EUCF beneficiaries”** means a contractual party with whom EUCF coordinator concludes this Agreement, whereby such contractual party is, in further provisions of this Agreement, referred to as a Third party;
 4. **“Force Majeure”** means an act, omission or circumstance over which either of the Party could not reasonably have exercised control, as described by the Article 11 of this Agreement;
 5. **“Grant Agreement”** means Grant Agreement No. 101085947 (European City Facility – LIFE EUCF), concluded by and between European Climate, Infrastructure and Environment Executive Agency (CINEA) on one side and, among others, ENERGY CITIES, on the other side, with all its Annexes, on 30 November 2022;
 6. **“Guidelines for Applicants”** means EUCF Guidelines for applicants which have been used and have been applicable to the Third party in the process upon whose finalization the preconditions for conclusion of this Agreement have been fulfilled, the content of which document may be downloaded from the EUCF web site (<https://www.eucityfacility.eu>);
 7. **“Investment Concept”** means a document for which the financial support provided within the frame of this Agreement will be used, which needs to be prepared by the Third party exclusively on the template that is available for download from the EUCF web site (<https://www.eucityfacility.eu>) in any of the 24 (in letters: twenty-four) official languages of the European Union and/or in Ukrainian;
 8. **“Investment Concept Summary (IC Summary)”** means concise summary of the Investment Concept comprising key performance indicators and other information that allow a good overview of the proposed investment project(s) and potential implementation, which needs to be prepared by the Third party exclusively **online** in the EUCF website user zone, and in English language;
 9. **“Investment Concept Deck”** means a document that will be automatically compiled and formatted in a PDF document that is generated from the information provided by the Third party in the IC summary. The Investment Concept Deck template can be downloaded by the Third party from the EUCF website (<https://www.eucityfacility.eu>);
 10. **“Financial Modelling Tool”** means a document in Excel that comprises financial data from the Investment Concept which needs to be prepared by the Third party exclusively on the template that is available for download from the EUCF web site (<https://www.eucityfacility.eu>) in English language;
 11. **“Letter of Support to the Investment Concept”** means a letter of the Mayor or other legal representative of the Third party expressing the willingness to implement the investment described in the Investment Concept, which needs to be prepared exclusively on the template that is available for download from the EUCF web site (<https://www.eucityfacility.eu>) in English language.

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- (2) Unless the context otherwise requires, words denoting the singular include the plural and vice versa, while words of one gender include other genders as well. A reference to a person includes a reference to a natural person, legal entity or other corporate body.

ARTICLE 2 – SUBJECT OF THE AGREEMENT

- (1) This Agreement is concluded in relation to the implementation of the project under the title European City Facility — LIFE EUCF as described in the Guidelines for Applicants specified by the Article 1 Par. 1 Sub. Par. 6 of this Agreement.
- (2) Financial support which is the subject of this Agreement is given to a Third party to support activities necessary for the development of an Investment Concept, as described in detail by the Guidelines for Applicants specified by the Article 1 Par. 1 Sub. Par. 6 of this Agreement.

ARTICLE 3 – TERM OF THE AGREEMENT

This Agreement enters into force when the last of the two parties (EUCF coordinator / Third party) signs this Agreement upon its authorized representatives and ceases to be in force once both Parties fulfil all its obligations taken over by this Agreement.

ARTICLE 4 – RIGHTS AND OBLIGATIONS OF THE EUCF COORDINATOR

The EUCF coordinator shall, for the purposes of enabling the Third party to fulfil its obligations under this Agreement, in prescribed manner and within prescribed terms, undertake the following actions:

- provide the Third party with all respective information and/or all respective support needed for proper implementation of EUCF, all in manner and under conditions set forth in the Guidelines for Applicants specified by the Article 1 Par. 1 Sub. Par. 6 of this Agreement;
- undertake all task(s) for the purposes of fulfilment of obligations taken over by EUCF coordinator under this Agreement;
- grant to a Third party a financial support in the aggregate amount of 60,000.00 € (in letters: sixty thousand Euros), to be paid to a Third party under conditions and within the terms as specified in detail by further provisions of this Agreement;
- transfer to the Third party a financial support in the amount of 39,000.00 € (in letters: thirty-nine thousand Euros) corresponding to the amount of 65% (in letters: sixty-five percent) of the aggregate financial support, as specified by the Sub. Par. 3 of this Article and by the Article 6 Par. 1 of this Agreement, to be granted to a Third party under this Agreement, within the term of 30 (in letters: thirty) days from the day of entry of this Agreement into force;
- transfer to the Third party the remaining amount of 21,000.00 € (in letters: twenty-one thousand Euros) corresponding to the amount of 35% (in letters: thirty-five percent) of the aggregate financial support, as specified by the Sub. Par. 3 of this Article and by the Article 6 Par. 1 of this Agreement, to be granted to the Third party under this Agreement, within the term of 30 (in letters: thirty) days from

the day of successful/positive validation of all documents to be uploaded by the Third party under this Agreement to the EUCF website user zone (Investment Concept, IC Summary, the Investment Concept Deck, Financial Modelling Tool, and a Letter of Support), by the EUCF Evaluation Team;

- inform the Third party, without any delay, on passed decision of EUCF Evaluation Team on successful/positive validation or refusal of any and/or all documents to be uploaded by the Third party under this Agreement to the EUCF website user zone (Investment Concept, IC Summary, the Investment Concept Deck, Financial Modelling Tool, and a Letter of Support), whereby such decision needs to be passed within the term of 90 (in letters: ninety) days as from the day when the Third party has uploaded aforesaid documents to the EUCF website user zone, at the latest, whereby the Parties mutually agree and understand that the aforesaid term of 90 (in letters: ninety) days will be suspended each time when a certain action shall be requested from the Third party and will therefore commence to further on flow once the Third party undertakes each such action, by taking into account the period of time already consumed until the day of each such suspension;
- grant to a Third party a subsequent term of up to 21 (in letters: twenty-one) calendar days for the purposes of preparation of modified and/or amended version(s) of the initially prepared Investment Concept, IC Summary, the Investment Concept Deck, Financial Modelling Tool, and/or a Letter of Support which has/have been priory rejected by the EUCF Evaluation Team. If the Third party would fail to modify/amend the aforesaid documents at all and/or by following the instructions and/or recommendations given by the EUCF Evaluation Team, all within the term specified hereto above, the Third party will not be allowed to undertake any additional/subsequent modifications and/or alterations of aforesaid documents but will, in such case, permanently lose its right to subsequently rectify these documents;
- perform monitoring, i.e., verify the implementation process in the subsequent period of time of 1 and 2 (in letters: one and two) years after the submission of the investment concept to be uploaded by the Third party under this Agreement to the EUCF website user zone (Investment Concept, IC Summary, the Investment Concept Deck, Financial Modelling Tool, and/or a Letter of Support) and payment of the remaining amount of 21,000.00 € (in letters: twenty-one thousand Euros) corresponding to the amount of 35% (in letters: thirty-five percent) of the aggregate financial support, as specified by the Sub. Par. 3 of this Article and by the Article 6 Par. 1 of this Agreement, to be granted to the Third party under this Agreement, and for the said purposes, request from a Third party 2 (in letters: two) simple monitoring forms on key figures, in a manner and within the terms as specified in written form by EUCF coordinator, which will be used to assess the impacts of the EUCF;
- timely inform the Third party on any process of checks, reviews, audit, investigations and/or evaluation to be carried out on a Third party in respect of EUCF and its implementation, all as described by the Article 5 Par. 1 Sub. Par. 8 of this Agreement.

ARTICLE 5 – RIGHTS AND OBLIGATIONS OF THE THIRD PARTY

- (1)** The Third party shall, for the purposes of fulfilment of its obligations taken over under this Agreement, undertake the following actions:
- prepare and upload to the EUCF website user zone the Investment Concept which may be prepared in any of the 24 (in letters: twenty-four) official languages of European Union and/or in Ukrainian per

sole discretion of the Third party, and the IC Summary, the Investment Concept Deck, Financial Modelling Tool, and a Letter of Support which have to be prepared in English language, all to be prepared exclusively on the templates that are available for download from the EUCF web site (<https://www.eucityfacility.eu>) and all to be uploaded to the EUCF website user zone until November 17, 2024 (first deadline), but in any case no later than December 15, 2024 (second deadline);

- undertake all necessary amendments and/or modifications of the initially prepared Investment Concept, IC Summary, the Investment Concept Deck, Financial Modelling Tool, and/or the Letter of Support, all in line with the instructions received from EUCF Evaluation Team, and upload it to the EUCF website user zone, within a subsequent term of up to 21 (in letters: twenty-one) calendar days as from the day of receipt of decision of EUCF Evaluation Team by which the initially prepared Investment Concept, IC Summary, the Investment Concept Deck, Financial Modelling Tool, and/or a Letter of Support has/have been rejected, at the latest. If the Third party would fail to modify/amend aforesaid documents at all and/or by following the instructions and/or recommendations given by the EUCF Evaluation Team, all within the term specified hereto above, the Third party will not be allowed to undertake any additional/subsequent modifications and/or alterations of aforesaid documents but will, in such case, permanently lose its right to rectify these documents;
- provide the EUCF coordinator with the non-development report describing the challenges that occurred and learning from the process if the Third Party would fail to upload the Investment Concept, IC Summary, the Investment Concept Deck, Financial Modelling Tool, and/or a Letter of Support within the term specified by Sub. Par. 1. of this Paragraph and/or would fail to deliver modified/amended Investment Concept, IC Summary, the Investment Concept Deck, Financial Modelling Tool, and/or a Letter of Support at all and/or by following the instructions received from EUCF Evaluation Team within the term specified by Sub. Par. 2. of this Paragraph, all within the additional term of up to 21 (in letters: twenty-one) calendar days after expiration of the term described hereto above under Sub. Par. 1. and/or Sub. Par. 2 of this Paragraph;
- participate to at least 4 (four) capacity building activities offered by the EUCF during the development of its Investment Concept, i.e., prior to submission of its Investment Concept, per sole discretion of a Third party. The participation to at least aforesaid 4 (four) capacity building activities offered by the EUCF will, among other preconditions set forth by the Article 6 Par. 2 Sub. Par. 3 of this Agreement, be an additional precondition for payment of the remaining amount of 21,000.00 € (in letters: twenty-one thousand Euros) corresponding to the amount of 35% (in letters: thirty-five percent) of the aggregate financial support, as specified by the Article 4 Sub. Par. 3 and by the Article 6 Par. 1 of this Agreement, to be granted to the Third party under this Agreement, followed by a written evidence (proof) of such participation;
- comply, during the course of fulfilment of the obligations set forth by provisions of this Agreement and usage of granted financial support, at all times, with all relevant provisions prescribed by this Agreement, i.e., undertake at all times, all its obligations prescribed hereto above, pursuant to the instructions given by the EUCF coordinator, and in compliance with all legal obligations under applicable EU, international and national law;
- in the subsequent period of time of 1 and 2 (in letters: one and two) years after submission of the investment concept to be uploaded by the Third party under this Agreement to the EUCF website user zone (Investment Concept, IC Summary, the Investment Concept Deck, Financial Modelling Tool, and/or a Letter of Support) and payment of the remaining amount of 21,000.00 € (in letters: twenty-one thousand Euros) corresponding to the amount of 35% (in letters: thirty-five percent) of the

aggregate financial support, as specified by the Article 4 Sub. Par. 3 and by the Article 6 Par. 1 of this Agreement, to be granted to the Third party under this Agreement, submit 2 (in letters: two) simple monitoring forms on key figures which will be used to assess the impacts of the EUCF, in a manner and within the terms as specified in written form by EUCF coordinator, all in order to enable the EUCF coordinator to undertake monitoring, i.e., verification of implementation process, as described by the Article 4 Sub. Par. 8 of this Agreement;

- immediately inform the EUCF coordinator of any of the following:
 - (a)** events which are likely to affect significantly or delay the implementation of the EUCF or the EU´s financial interests, in particular:
 - (i)** changes in Third party´s legal, financial, technical, organizational or ownership situation;
 - (ii)** changes in Third party´s name, address, legal form or organizational type;
 - (b)** circumstances affecting compliance with requirements under this Agreement;
- provide the EUCF coordinator, without any delay, with all information, documentation, reports and/or data requested by the:
 - a. European Climate, Infrastructure and Environment Executive Agency (CINEA) and/or
 - b. European Anti-Fraud Office (OLAF) and/or
 - c. European Court of Auditors (ECA)

which organizations may undertake the review and/or audit of proper, mainly technical and/or financial, implementation of EUCF over the EUCF coordinator at any moment up until 3 (in letters: three) years after the end of the EUCF Grant Agreement. The Third party is therefore requested to provide all information, documentation, reports and/or data requested at any moment up until 3 (in letters: three) years after the end of the EUCF Grant Agreement, to the EUCF coordinator;

If the Third party would fail to deliver the requested information, reports and/or documentation as stated hereto above, or if the checks, reviews, audits, investigations and/or evaluation would show serious breach of obligations of the Third party, such checks, reviews, audits, investigations and/or evaluation could result in recovery of the financial support which has been granted to a Third party under this Agreement, without derogating at all times the right of EUCF coordinator to terminate this Agreement, all in manner and under terms as specified by the Article 9 of this Agreement.

- take all necessary measures to prevent any situation where the impartial and objective implementation of the EUCF is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest. The Third party must formally notify the EUCF coordinator, without delay, about any situation constituting or likely to lead to a conflict of interests and immediately take all necessary steps to rectify this situation. If a Third Party would breach any of its aforesaid obligations, the financial support which has been granted to a Third

party under this Agreement could be recovered, i.e., this Agreement could be terminated, all in manner and under terms as specified by the Article 9 of this Agreement.

- (2) The Third party hereby acknowledges that it shall be severally responsible for carrying out the EUCF, i.e., for proper usage of granted financial support, in accordance with the terms and conditions of this Agreement.
- (3) The Third party hereby obliges not to act, in the context of the EUCF, as sub-contractor of EUCF coordinator, i.e., not to gain and/or receive other funds by any other EU project for the same purpose.

ARTICLE 6 - FINANCIAL SUPPORT

- (1) The Parties mutually agree and understand that the financial support to be granted, under terms and conditions set forth by further provisions of this Agreement, amounts 60,000.00 € (in letters: sixty thousand Euros).
- (2) The aforesaid financial support in the aggregate amount of 60,000.00 € (in letters: sixty thousand Euros) will be paid to a Third party in the form of a lump sum, and following the said payment scheme:
 - 39,000.00 € (in letters: thirty-nine thousand Euros) corresponding to the amount of 65% (in letters: sixty-five percent) of the aggregate financial support, as specified by the Article 4 Sub. Par. 3 of this Agreement and by the Par. 1 of this Article, to be granted to a Third party under this Agreement, will be paid to a Third party within the term of 30 (in letters: thirty) days from the day of entry of this Agreement into force;
 - the Parties mutually agree and understand that the Third party will be obliged to return to the EUCF coordinator the aforesaid amount of 39,000.00 € (in letters: thirty-nine thousand Euros) corresponding to the amount of 65% (in letters: sixty-five percent) of the aggregate financial support, as specified by the Article 4 Sub. Par. 3 of this Agreement and by the Par. 1 of this Article, i.e., and will not be entitled to receive payment of the remaining amount of 21,000.00 € (in letters: twenty-one thousand Euros) corresponding to the amount of 35% (in letters: thirty-five percent) of the aggregate financial support, as specified by the Article 4 Sub. Par. 3 of this Agreement and by the Par. 1 of this Article, if it:
 - (a) would, within the term specified by the Article 5 Par. 1 Sub. Par. 3 of this Agreement, fail to submit to the EUCF coordinator a non-development report describing the reasons of failure to upload the Investment Concept, IC Summary, the Investment Concept Deck, Financial Modelling Tool, and/or Letter of Support within the term specified by the Article 5 Par. 1 Sub. Par. 1 of this Agreement and/or if such timely submitted non-development report would not have been accepted by EUCF coordinator;
 - (b) would, within the term specified by the Article 5 Par. 1 Sub. Par. 3 of this Agreement, fail to submit to the EUCF coordinator a non-development report describing the reasons of failure to undertake all necessary amendments and/or modifications of the initially prepared Investment Concept, IC Summary, the Investment Concept Deck, Financial Modelling Tool, and/or a Letter of Support which has/have been priority rejected by the EUCF Evaluation Team, at all and/or in line with the instructions received from EUCF Evaluation Team within

the term specified by the Article 5 Par. 1 Sub. Par. 2 of this Agreement and/or if such timely submitted non-development report would not have been accepted by EUCF coordinator;

without derogating the right of EUCF coordinator to terminate this Agreement in all aforesaid situations as well, all in manner and under terms as specified by the Article 9 of this Agreement.

- remaining amount of 21,000.00 € (in letters: twenty-one thousand Euros) corresponding to the amount of 35% (in letters: thirty-five percent) of the aggregate financial support, as specified by the Article 4 Sub. Par. 3 of this Agreement and by the Par. 1 of this Article, to be granted to the Third party under this Agreement, will be paid to a Third party within the term of 30 (in letters: thirty) days from the day of successful/positive validation of all documents to be uploaded by the Third party under this Agreement to the EUCF website user zone (Investment Concept, IC Summary, the Investment Concept Deck, Financial Modelling Tool, and/or a Letter of Support) by the EUCF Evaluation Team under condition that a Third party has participated to at least 4 (four) capacity building activities offered by the EUCF during the development of its Investment Concept, i.e., prior to submission of its Investment Concept, followed by a written evidence (proof) of such participation, all as described by the Article 5 Par. 1 Sub. Par. 4 of this Agreement;
- the Parties mutually agree and understand that the Third party will be entitled to keep the already acquired amount of 39,000.00 € (in letters: thirty-nine thousand Euros) corresponding to the amount of 65% (in letters: sixty-five percent) of the aggregate financial support, as specified by the Article 4 Sub. Par. 3 of this Agreement and by the Par. 1 of this Article, however will not be entitled to receive payment of the remaining amount of 21,000.00 € (in letters: twenty-one thousand Euros) corresponding to the amount of 35% (in letters: thirty-five percent) of the aggregate financial support, as specified by the Article 4 Sub. Par. 3 of this Agreement and by the Par. 1 of this Article, if it:
 - (a) would, within the term specified by the Article 5 Par. 1 Sub. Par. 3 of this Agreement, submit to the EUCF coordinator a non-development report describing the reasons of failure to upload Investment Concept, IC Summary, the Investment Concept Deck, Financial Modelling Tool, and/or a Letter of Support within the term specified by the Article 5 Par. 1 Sub. Par. 1 of this Agreement, whereby such timely submitted non-development report would have been accepted by EUCF coordinator;
 - (b) would, within the term specified by the Article 5 Par. 1 Sub. Par. 3 of this Agreement, submit to the EUCF coordinator a non-development report describing the reasons of failure to undertake all necessary amendments and/or modifications of the initially prepared Investment Concept, IC Summary, the Investment Concept Deck, Financial Modelling Tool, and/or a Letter of Support which has/have been priory rejected by the EUCF Evaluation Team, at all and/or in line with the instructions received from EUCF Evaluation Team and within the term specified by the Article 5 Par. 1 Sub. Par. 2 of this Agreement thereby permanently losing the right to modify/amend these documents in any additional and/or subsequent term, whereby such timely submitted non-development report would have been accepted by EUCF coordinator;

without derogating the right of EUCF coordinator to terminate this Agreement in all aforesaid situations as well, all in manner and under terms as specified by the Article 9 of this Agreement.

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- (3) Unless requested otherwise in writing by the Third party, the EUCF coordinator shall make all payments to the following bank account of the Third party:
- name of the bank:
 - IBAN code:
 - SWIFT code:]

ARTICLE 7 – MANAGEMENT OF INTELLECTUAL PROPERTY

- (1) By signing this Agreement the Parties hereby determine that in the moment of conclusion of this Agreement the EUCF coordinator has informed the Third party about measures for implementation of the principles set out in Points 1 and 2 of the Code of Practice annexed to Commission Recommendation on the management of intellectual property in knowledge transfer activities.
- (2) The Third party may use the EUCF logo and/or promote the EUCF and its results only on the grounds of prior written approval of the EUCF coordinator. Unless the EUCF coordinator would request otherwise, any communication related to the EUCF and any infrastructure, equipment and major results funded by the grant must:
- (a) display the EU emblem and EUCF logo, which emblem and/or logo may be downloaded from the EUCF web site (<https://www.eucityfacility.eu>);
 - (b) include the following text:

“The investment concept is developed with the support from the European City Facility (Grant Agreement No. 101085947)” which is funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or the granting authority. Neither the European Union nor the granting authority can be held responsible for them.”
- (3) Any communication activity related to the EUCF must indicate that it reflects only the author’s view and that the EUCF coordinator and the Third party are not responsible for any use they may be made of the information it contains.
- (4) The Third party hereby acknowledges that Investment Concept, IC Summary, the Investment Concept Deck and Financial Modelling Tool which shall be prepared by a Third party and uploaded to the EUCF website user zone in a manner and under conditions set forth by previous provisions of this Agreement, are public documents and can be potentially published in EUCF publications and communication channels by EUCF coordinator, i.e., by CINEA.
- (5) The Parties hereby mutually agree and understand that the mandatory Investment Concept, IC Summary, the Investment Concept Deck and Financial Modelling Tool to be prepared by a Third Party under this Agreement cannot be altered and need to contain the EUCF and EU logo, as well as the text:

“The investment concept is developed with the support from the European City Facility (Grant Agreement No. 101085947)” which is funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or the granting authority. Neither the European Union nor the granting authority can be held responsible for them.”

- (6) If a Third Party would breach any of its obligations under this clause, the financial support which has been granted to a Third party under this Agreement could be recovered, i.e., this Agreement could be terminated, all in manner and under terms as specified by the Article 9 of this Agreement.
- (7) The EUCF coordinator may use information relating to EUCF, documents, summaries for publication and public deliverables as well as any other material such as pictures or audio-visual material received from a Third party (including in an electronic form), for its communication and publicizing activities, without any limitations whatsoever.

ARTICLE 8 – CONFIDENTIALITY

- (1) During implementation of EUCF and within the term of up to 5 (in letters: five) years after successful/positive validation of all documents to be uploaded by the Third party under this Agreement to the EUCF website user zone (Investment Concept, IC Summary, the Investment Concept Deck, Financial Modelling Tool, and a Letter of Support) and payment of the remaining amount of 21,000.00 € (in letters: twenty-one thousand Euros) corresponding to the amount of 35% (in letters: thirty-five percent) of the aggregate financial support, as specified by the Article 4 Sub. Par. 3 and by the Article 6 Par. 1 of this Agreement, to be granted to the Third party under this Agreement, the Parties must keep confidential any data, documents or other materials (in any form) that have been identified as confidential at the time they have been disclosed.

The confidentiality obligations as described hereto above will no longer apply if:

- the disclosing party agrees to release the other party;
 - the information was already known by a recipient or is given to him without obligation of confidentiality by a third party that was not bound by an obligation of confidentiality;
 - the recipient proves that the information was developed without the use of confidential information;
 - the information becomes generally and publicly available, without breaching any confidentiality obligation, or
 - the disclosure of the information is required by EU or national law.
- (2) If a Third Party would breach any of its obligations under this clause, the financial support which has been granted to a Third party under this Agreement could be recovered, i.e., this Agreement could be terminated, all in manner and under terms as specified by the Article 9 of this Agreement.

ARTICLE 9 - TERMINATION

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- (1) If any of the Parties would breach any obligations taken over by this Agreement, the other Party will be entitled to immediately terminate this Agreement against that Party, while such Defaulting Party who has caused the respective termination will be obliged to reimburse in whole all thereto arisen expenses and/or arisen damages. If the Defaulting party would be a Third party, in such case the financial support which has been granted to a Third party under this Agreement could be recovered, all in a manner and within terms as specified by further provisions of this Agreement, i.e., as specified in the notification on termination. Notification on termination has to be prepared in written form and sent to the Defaulting Party by registered mail, whereby such termination shall enter into force on the day of receipt of aforesaid notification by a Defaulting Party against whom the Agreement is terminated.
 - (2) Except in case of force majeure the Third party must compensate the EUCF coordinator for any damage(s) it sustains as a result of implementation of EUCF or because the EUCF was not implemented in full compliance with this Agreement. The Parties mutually agree and understand that CINEA and/or European Commission, cannot, under any circumstances whatsoever, be held liable for any damages caused to the Third party as a consequence of implementing of this Agreement, including for gross negligence, i.e., that CINEA and/or European Commission, cannot be held liable for any damages caused by a Third party as a consequence of implementing of this Agreement.
 - (3) Omission of any Party to fulfil any of its obligations under this Agreement shall not be considered as the breach of its duties in a scope in which aforesaid inability to perform its duties arises from the case of force majeure as described by the Article 11 of this Agreement, under condition that the Party affected with such case has undertaken all reasonable precaution measures, due care and reasonable alternative measures, all for the purposes of fulfilment of terms and conditions of this Agreement.
 - (4) Notwithstanding all aforementioned, the Parties also mutually agree and understand that in case the Grant Agreement would at any time during the term of this Agreement cease to be valid and in force toward the EUCF coordinator, for whatever reason, that in such case this Agreement will automatically cease to be valid as well, which information has to be presented to the Third party by a written notification.

ARTICLE 10 – ASSIGNMENT

The Third party may not assign, sublet or transfer any part of this Agreement to any third person(s) without the written approval of the EUCF coordinator.

ARTICLE 11 – FORCE MAJEURE

- (1) Neither party will be liable for any delay or failure to perform its obligations pursuant to this Agreement if such failure or delay is a result of Force Majeure.
- (2) The party to this Agreement seeking to rely on a circumstance of Force Majeure must notify the other party as soon as practicable of any anticipated delay due to Force Majeure. The performance of the

party's obligations under this Agreement will be suspended for the period of the delay due to Force Majeure.

- (3) Without derogating the aforementioned, the Parties mutually agree that 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, labour disputes or strikes, or financial difficulties, cannot be invoked as a Force Majeure.

ARTICLE 12 - HEADINGS

Headings used in this Agreement are for convenience and ease of reference only, are not part of this Agreement and are not relevant to or affect the meaning or interpretation of this Agreement.

ARTICLE 13 – GOVERNING LAW

This Agreement is governed by the EU law, supplemented, if necessary, by the law of France.

ARTICLE 14 - DISPUTES

Any dispute arising from or in connection to this Agreement which cannot be settled in an amicable manner will be submitted to an arbitration in Paris, France.

ARTICLE 15 – CLOSING PROVISIONS

- (1) If any provision of this Agreement is held invalid, unenforceable or illegal for any reason, this Agreement will remain otherwise in full force, apart from such provision which will be deemed deleted.
- (2) This Agreement including its schedules and attachments, if any, constitute the entire agreement between the Parties hereto with respect to the subject matter hereof. Any prior arrangements, agreements, representations or undertakings are superseded. No modifications or alteration of any clause of this Agreement will be valid except in writing and signed by both parties.
- (3) In the case of any conflict between the terms of this Agreement and terms contained in any annexes, schedules or attachments to this Agreement, if any, the order of precedence (from first to last) will be 1) terms of this Agreement, 2) terms defined in any schedules or attachments to this Agreement.

IN WITNESS of acceptance of rights and obligations from this Agreement, it has been personally signed by authorized representatives of both Parties.

Signed for and on behalf of the EUCF coordinator:

Signature _____
Full name Claire Roumet
Position/function Executive Director
Date _____

Signed for and behalf of the Third party:

Signature _____
Full name _____
Position/function _____
Date _____

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