



Funded by
the European Union

BlueActionBANOS

**BLUE
ACTION
BANOS**

SUB-GRANT AGREEMENT

BlueActionBANOS
1st Transition Agendas Open Call

Template

Concluded by and between:

SUBMARINER NETWORK FOR BLUE GROWTH EWIV (SUB), established in VOLTA STRASSE 5, GEB. 10 AUFG. 3, BERLIN 13355, Germany, VAT number: DE296913486, PIC 917927782 - **acting as the Consortium Coordinator**

FUNDINGBOX ACCELERATOR SP ZOO (FBA), established at ul. Postępu 15, 02-676; Warsaw, Poland, , correspondence address: ul. Dworcowa 7, room 218, 62-020 Swarzędz, Poland VAT number: PL7010366812, PIC 951227688,

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LATVIJAS HIDROEKOLOGIJAS INSTITŪTS (LHEI), PIC 975548401, established in VOLERU STREET 4, RIGA 1007, Latvia,

UNIwersytet Morski w Gdyni (GMU), PIC 996239956, established in ULICA MORSKA 81-87, GDYNIA 81-225, Poland,

TARTU ULIKOOL (UTARTU), PIC 999895013, established in ULIKOOLI 18, TARTU 50090, Estonia,

KLAIPEDOS UNIVERSITETAS (KU_LT), PIC 999904422, established in Herkaus Manto 84, KLAIPEDA LT-92294, Lithuania,

NORSK INSTITUTT FOR VANNFORSKNING (NIVA), PIC 997826585, established in SOGNSVEIEN 72, OSLO 0855, Norway,

MINISTERIE VAN ECONOMISCHE ZAKEN (RVO), PIC 972778178, established in BEZUIDENHOUTSEWEG 73, The Hague 2595 AC, Netherlands,

DE BLAUWE CLUSTER (DBC), PIC 904329255, established in WETENSCHAPSPARK 1, OOSTENDE 8400, Belgium,

TURUN KAUPUNKI (CITY OF TURKU), PIC 993966082, established in YLIOPISTONKATU 27 A, TURKU 20100, Finland,

EUROPEAN REGIONS RESEARCH AND INNOVATION NETWORK (ERRIN), PIC 997382713, established in RUE DE LUXEMBOURG 3, BRUXELLES 1000, Belgium,

CHRISTIAN-ALBRECHTS-UNIVERSITÄT ZU KIEL (CAU), PIC 999839529, established in OLSHAUSENSTRASSE 40, KIEL 24118, Germany,

- **acting as Consortium Partners**

forming BlueActionBANOS Project Consortium and represented for the purposes of signing the Agreement by **FundingBox Accelerator sp. z o.o.**

hereinafter jointly referred to as **Consortium, and each of them as Consortium Partner**

and



For Legal entities

[**Beneficiary Name**], with its registered office at [.....], [Country] ,with VAT number [.....], represented by [name, surname and position], hereinafter referred to as **Team Leader**

[**Beneficiary Name**], with its registered office at [.....], [Country] ,with VAT number [.....], represented by [name, surname and position],

hereinafter separately referred to as the team member and collectively as the BENEFICIARY

The Consortium and Beneficiary, referred to individually as a "Party" and together as the "Parties," agree to the terms and conditions outlined below.

Template



Article 1 BASIC TERMS and CONDITIONS

No	TERM	DESCRIPTION	IN THIS AGREEMENT
1.	PROJECT	The project for which the Application form was submitted, and the grant is awarded (see also Article 2).	[Project full name and short name]
2.	SUPPORT PROGRAMME or PROGRAMME	Full name of the Support Programme.	BlueActionBANOS 1st Transition Agenda Support Programme
3.	MAXIMUM GRANT AMOUNT	The maximum amount of the financial support (Grant) the Beneficiary may receive.	100 000 EUR (in words: one hundred thousand EURO) in total for the Project, but not more than the amount budgeted in the Full Proposal Form (Application Form).
4.	FUNDING LIMIT FOR ONE TEAM MEMBER	The maximum amount of the financial support (Grant) for each team member.	The Grant shall not exceed more than 60 000 EUR (sixty thousand EURO) per one team member.
5.	PAYMENT TRANCHES	Timing and conditions of payments.	Lump sum. Paid in tranches only when conditions outlined in Article 4 are met. The individual tranches for each team member will be specified in detail in the Individual Integrated Project Plan (IIPP) separately for each stage of the Project.
Team member 1: up to [amount] EUR approx. [...] % of the total grant budgeted in the Full Proposal Form (Application Form). Team member 2: approx. [...] % of the total grant budgeted in the Full Proposal Form (Application Form).			



Team member 3: approx. [...] % of the total grant budgeted in the Full Proposal Form (Application Form). Any potential increase in each team member's individual share (%) of the budget cannot exceed 3%.The total grant amount for all the team members cannot exceed the amount budgeted in the Full Proposal Form (Application Form). Any modifications to the team member's individual share (%) of the budget cannot result in significant changes to the team member's responsibilities and cannot affect the decision to award a grant for the Project.					
Stage	Deliverable Submission Due Date	Conditions/terms	Payment date	Payment value	Withheld rate
Stage 1 Individual Integrated Project Plan	M2	Acceptance of the Project Plan	Approximately 1 month after approval and validation of all the deliverables for this stage	Up to 10% of the total grant	15% of the tranche amount
Stage 2 Mid-Term Review	M12	Acceptance of the Transition Agenda Roadmap	Approximately 1 month after approval and validation of all the deliverables for this stage	Up to 50% of the total grant	15% of the tranche amount
Stage 3 Final Review	M18	Acceptance of the Transition Agenda Implementation Final Report	Approximately 1 month after approval and validation of all the deliverables for this stage	Up to 40% of the total grant	15% of the tranche amount



6.	DELAYED PAYMENT MECHANISM	Consortium may apply the delayed payment mechanism for all or some of the payments.	Applicable
		Value of the delayed payments	15% of the amount due
		Delayed payment due date	Month 44 of the Action (BlueActionBANOS) duration (April 2029).
7.	REQUIRED OWN CONTRIBUTION	Part of the Project costs that must be covered by the Beneficiary from its own resources and is not financed by the Grant.	Non-required
		Value of the own-contribution	non applicable
8.	PROJECT PLAN	The Project Plan is a detailed document that outlines a project's goals, the timeline, milestones, and key performance indicators (KPIs) to be met before any payment can be made.	Individual Integrated Project Plan (IIPP)
9.	PROGRAMME PERIOD	The time frame during which the Project must be carried out and completed.	No of months: 18
			From DATE.FROM to DATE.TO
10.	EXTENSION	Possibility of the Programme Period extension	Applicable only for Stage 3 of the Project; Stages 1 and 2 cannot be extended.
		Max duration of Extension	2 months, but not longer than the Action End Date
		Conditions for Extension	If objective conditions prevent timely implementation of the Project.



			The request must explain the reasons and the desired extension period. The Consortium's dedicated Body will review the request and may approve an extension. Such an extension does not require an amendment to the Agreement but must have prior approval from the Consortium's dedicated Body.
11.	BENEFICIARY'S BANK ACCOUNT	The bank accounts to which the grant will be transferred.	Payments will be made separately to each team member's bank account. [Team member 1] IBAN.... [Team member 2] IBAN.... [Team member 3] IBAN....
12.	CONTACT PERSONS	For Beneficiary	Team Leader: Team Leader
		For BlueActionBANOS Consortium	Maria Karpłowska: maria.karpilowska@fundingbox.com
13.	FORMAL NOTIFICATIONS ON PAPER	For Beneficiary	[the Beneficiary's correspondence mailing address/ specified in the commencement] or [Beneficiary's FULL address for correspondence].
		For Consortium	FundingBox Accelerator sp. z o.o., correspondence address: ul. Dworcowa 7, room 218, 62-020 Swarzędz, Poland
14.	CONFIDENTIALITY and RECORD KEEPING	Duration of keeping information confidential and duration of keeping records and supporting documents to prove proper implementation of the Project.	5 (five) years since final payment



15.	ACTION	The Consortium project funded by the Granting Authority.	BlueActionBANOS funded by European Climate, Infrastructure and Environment Executive Agency (CINEA) under the Grant Agreement No. 101217604
16.	ACTION END DATE	The expected end date of the Action.	BlueActionBANOS Project's end date, as for the date of signature of this Agreement, is planned for 31 August 2029 (but might be extended).



17.	NON-FINANCIAL SUPPORT	Assistance offered by the Consortium during the Support Programme, together with the grant.	Workshops and Technical Assistance: Ongoing Project support provided by dedicated Project Key Accounts and tailored technical assistance, as defined during onboarding workshops. May include, and not limited to: individual counselling, in-depth sessions, expert reviews, peer-to-peer learning, workshops, webinars and other training. formats and support in knowledge transfer incl. dissemination of Project results. The entire support will be relevant to the Beneficiary's Project, leveraging the collective expertise of the BlueActionBANOS Project consortium and drawing on best practices and advances from the multitude of other European projects and initiatives related to the Mission Ocean and Waters. Details of the support tailored to the Project's individual needs will be included in the Individual Integrated Project Plan (IIPP).
18.	DEDICATED CONSORTIUM BODY	Consortium body authorised to make decisions related to the Support Programme and assessing Project's progress	Selection Committee
19.	EFFECTIVE DATE	The date from which this Agreement becomes valid and binding.	EFFECTIVE.DATE



Article 2 GRANT

1. This Agreement outlines the terms for:
 - a. granting and paying financial support to the Beneficiary by the Consortium and
 - b. Beneficiary's participation in the Support Programme.
2. The Grant is provided for the Project specified in Article 1, point 1, and described in the application. The application form (Full Proposal form) is Annex 1 to this Agreement.
3. The Maximum Grant Amount is **100 000 EUR (in words: one hundred thousand EURO) for the Project, but no more than the amount budgeted in the Application Form (Full Proposal form)**. The maximum amount of the Grant for one team member cannot exceed **60 000 EUR**.
4. Together with the financial support, the Consortium will also assist the Beneficiary by providing Non-Financial Support described in Article 1, point 17.

Article 3 DURATION

1. The Programme Period is defined in Article 1, point 9.
2. The Beneficiary may request an Extension of the Programme Period if permitted and under the conditions set out in Article 1, point 10.
3. The provisions of this Agreement shall remain in effect for ten (10) years after the Action End Date defined in Article 1, point 16. All the related provisions are set out in Article 12, point 5, second sentence.
4. For the avoidance of doubt, all time limits concerning audits, confidentiality obligations, and record-keeping etc. begin to run from the Final Payment.

Article 4 PAYMENT OF THE GRANT

1. The grant will be paid in the Payment Tranches described in Article 1, point 5. The individual Payment Tranches for each team member will be specified in detail in the Project Plan separately for each stage of the Project.
2. Payment of each of the tranches depends on:
 - a. proper and timely implementation of the Project,
 - b. acceptance of the Project Plan - applicable only for the first tranche,
 - c. meeting milestones/KPIs or deliverables that mark Project's progress, measure performance, and review and trigger the payments described in this Agreement and Project Plan,
 - d. delivering required documents.
3. Payments will be made separately to each team member's bank account as specified in Article 1, point 11.
4. Payments will be made in euros. The Beneficiary shall provide a bank account denominated in euros; otherwise, the Beneficiary will bear the currency conversion costs.
5. Final payment is the final and last payment under this Agreement. The date of the Final Payment shall constitute the reference date from which all post-termination or continuing obligations under this Agreement shall be calculated, including, without limitation, obligations relating to confidentiality, audit rights, and record-keeping.
6. If applicable (see Article 1, point 6), the Delayed Payment Mechanism will be applied. It means that part of the payment, corresponding to the Withheld Rate will be paid in month 44 of the Action duration (April 2029).
7. The Consortium and its partners are not liable for payment delays caused by:
 - a. delays due to circumstances beyond the Consortium's control,
 - b. suspension or termination of the Action,
 - c. delays due to an extension of the Action,



- d. delays resulting from delays in financial settlements with the European Commission.

Article 5 PROJECT PLAN

1. The Project Plan (see Article 1, point 8) is developed as the Project's first deliverable and must be approved by the dedicated Consortium Body.
2. Once approved, it automatically becomes an attachment to the Agreement without requiring further amendments.

Article 6 BUDGET and ELIGIBLE COSTS

1. The lump sum is a simplified method of settling expenses. Under this method, the Beneficiary is not required to present strictly defined accounting documents to prove the cost incurred (e.g. invoices), but is obliged to demonstrate that the Project has been properly implemented, in line with the Project Plan. The lump sum does not release the Beneficiary from the obligation to collect documentation to confirm the costs under the fiscal regulation.
2. The Project budget is included in the Application Form (Annex 1), which is part of the Agreement and lists details all planned costs for the Project. If the budget specified in the Application Form (Annex 1) is lower than the maximum grant amount, the grant will be automatically adjusted to match the lower budget. The Project budget will be detailed in specific categories in the Project Plan.
3. Eligible costs are costs related to tasks that have been properly implemented, in line with the Project plan, and accepted by the Dedicated consortium body and incurred during the Programme Period. They may include:
 - a. personnel costs,
 - b. purchases (e.g., travel, equipment, goods, services),
 - c. overheads (up to 25%).
4. Ineligible costs are:
 - a. costs that don't meet the above criteria,
 - b. costs claimed under another publicly funded grant,
 - c. costs incurred outside the Programme Period.
5. The Beneficiary acknowledges that "no double funding" applies to this Grant, meaning the same costs for the same activity cannot be funded twice with public money. This is a key rule for EU funding and must always be followed. The Beneficiary undertakes to follow this rule. The Beneficiary cannot use Grant to cover activities other than those related to the Project.
6. If the Project (or part of it) is not properly implemented, the corresponding lump sum or tranche will be rejected as ineligible, and the Grant will be reduced accordingly.

Article 7 BENEFICIARY'S STATEMENTS - ELIGIBILITY CONDITIONS, CONFLICT OF INTEREST

1. By signing this Agreement, the Beneficiary declares that it meets the eligibility requirements for participation in the Support Programme, as defined in the Open Call documentation and as stated in the Application form (Annex 1) and Formal check form (Annex 2).
2. The Beneficiary confirms that:
 - a. the legal status information provided to the Consortium, in particular those in the Formal check form (Annex II) is true, correct, complete and up to date;
 - b. it has not received any other EU grant for the Project and will notify the Consortium of any future EU grants related to this Project;



- c. it has stable and sufficient resources (both financial and organisational) to conduct its activities during the Programme Period, and implement the Project and (if required) provide the required Own Contribution;
 - d. it is not excluded from receiving EU funding under national or EU law, or by a decision of a national or EU authority;
 - e. the Project is not excluded under Articles 18 or 19 of Regulation (EU) No 2021/695 (ethics provisions);
 - f. it (or persons with unlimited liability for its debts) is not subject to bankruptcy or similar proceedings (insolvency, liquidation, administration, arrangement with creditors, suspension of business, etc.);
 - g. it is not in breach of tax or social security obligations;
 - h. it is not listed on the EU sanctions list and is not subject to EU restrictive measures under Article 29 TEU or Article 215 TFEU;
 - i. neither the Beneficiary nor its key persons (representatives, decision-makers, beneficial owners, or essential persons for the grant) are in any of the following situations:
 - i. guilty of grave professional misconduct, fraud, links to a criminal organisation, corruption, money laundering, terrorism or related crimes (including financing), child labour or human trafficking;
 - ii. serious failure to comply with obligations under an EU contract or grant;
 - iii. guilty of irregularities as defined in Article 1(2) of Regulation No 2988/95;
 - iv. established in another jurisdiction with the purpose of avoiding fiscal, social or other legal obligations;
 - j. the Project is based on Beneficiary's original works, or the Beneficiary may use the works constituting the basis of the Project and any foreseen developments of such works are free from third party claims, unless stated otherwise, and they are not subject to any dispute or claims by third parties;
 - k. there is no conflict of interest between the Beneficiary and any of the Consortium Partners (see Article 11).
3. All the above conditions must be satisfied during the Programme Period; otherwise, the Agreement must be terminated.

Article 8 BENEFICIARY'S OBLIGATIONS

1. The Beneficiary is fully responsible for implementing the Project in line with the Agreement, its Annexes, and all applicable EU, international and national laws.
2. The Beneficiary is also responsible for:
 - a. monitoring the proper and timely implementation of the Project,
 - b. providing required documents and information within given deadlines,
 - c. maintain up-to-date information regarding the Beneficiary's name, address, legal representatives, legal form, bank account, and organization type.
 - d. informing the Consortium immediately about:
 - i. significant delays or events affecting the Project implementation,
 - ii. changes in legal, financial, technical, organizational or ownership status,
 - iii. any circumstances impacting the Grant award or Agreement compliance.
3. The Grant, funded under the Horizon Europe programme, also requires compliance with obligations toward the European Commission (see Articles 10, 11, 19, 20, 21, 23, 24 and 25).
4. Failure to comply with these obligations may result in the reduction of the Grant or termination of the Agreement, along with any associated funding.

5. All the Project's results must be managed in accordance with the FAIR principles (findable, accessible, interoperable, reusable). The accessibility and licensing conditions for the Project results shall be defined in the data management/publication plan included in the IIPP and approved by the Selection Committee. Where possible and appropriate, the Beneficiary shall make the results available as open access under an open licence as well as offer the results as part of the BlueActionBANOS ecosystem. The fulfillment of this obligation is a condition for the payment of the last (3rd) tranche specified in Article 1, point 5..

Article 9 COMMUNICATION

1. English is the only official language of the Projects and Support Programme and this Agreement. This means that all communication, documents, and reports must be in English.
2. The Beneficiary appoints **Team Leader** as the Team Leader and authorises it to represent the team in relations with the Consortium during the Project execution. The Team Leader will act as the primary contact for the Consortium, handling all communication and reporting. **Any arrangement made by the Team Leader with the Consortium is binding on all Team Members.**
3. All communication under the Agreement must be in writing, including emails sent to the addresses defined in Article 1, point 12.
4. An email is considered sent when it is sent by the sender. It is considered received when the recipient gets it or, if no confirmation is received, three days after it was sent.
5. Formal paper notifications sent by registered post or courier are considered delivered on the date recorded by the postal service or courier as the delivery date or on the collection deadline at the post office or from the courier.
6. Formal notifications on paper shall be sent to the addresses defined in Article 1, point 13.

Article 10 KEEPING RECORDS

1. The Beneficiary must keep records and supporting documents to prove proper implementation of the Project, including the achievement of results and compliance with the Grant conditions. These records must be retained:
 - a. during the Project and for the period specified in Article 1, point 14, or
 - b. longer if there are ongoing checks, reviews, audits, investigations, litigation, or claims under the Agreement. In such cases, records must be kept until these procedures are resolved.
2. The Beneficiary must:
 - a. make records available upon request by the Consortium or European Commission (EC) or authorised entities (European Anti-Fraud Office: OLAF, auditors, European Court of Auditors: ECA) for verifying implementation, compliance, or statistical analysis of the Project (e.g., KPIs, Project Milestones, impact, or growth),
 - b. retain original documents, or digital/digitized copies if authorized by national law. Non-original copies may be accepted if they provide comparable assurance.
3. For the financial justification of the Grant, the Beneficiary shall keep the record demonstrating that the method used for budget calculations accurately reflects the actual costs recorded in statutory accounts.
4. Failure to comply with these obligations may result in the reduction of the **Grant** or termination of the Agreement, along with any associated funding.

Article 11 CONFLICT OF INTEREST



1. The Beneficiary must take all measures to prevent any situation where the Project's impartial and objective implementation could be affected by a conflict of interest (no-conflict of interest rule).
2. Conflict of interest refers to any situation that affects someone's impartiality or objectivity and includes, for example, economic interest, political or national affinity, family or emotional ties, personal relationships, political or national connections, economic interests, or any other direct or indirect interest.
3. In particular, no-conflict of interest rule applies, but is not limited to procurement of goods and services, use of subcontractors, relations and interactions with Consortium Partners.
4. If a conflict of interest arises or is likely to arise, the Beneficiary must promptly notify the authorised person (Article 1, point 12) about it, and take all necessary steps to rectify the situation.
5. The Consortium may assess the measures taken by the Beneficiary and, if deemed insufficient, may require additional corrective actions within a specified timeframe.
6. The Beneficiary hereby declares a lack of any conflict of interest with any of the Consortium Partners.

Article 12 TERMINATION OF THE AGREEMENT

1. The Beneficiary may terminate the Agreement at any time by notifying the Consortium in writing, specifying the reasons for termination.
2. The Consortium may terminate the Agreement if:
 - a. Beneficiary no longer meets the eligibility criteria,
 - b. Project has lost its scientific or technological relevance,
 - c. Project implementation is significantly delayed,
 - d. Beneficiary violates the double funding prohibition,
 - e. Beneficiary demonstrates a dismissive attitude or lack of engagement, making the continuation of the Project unfounded (the decision is made by the dedicated Consortium Partners, and it's final),
 - f. Beneficiary fails to execute the Project Plan or implement ethical recommendations within agreed deadlines,
 - g. the grant is used by the Beneficiary in violation of the Action and Horizon Europe fundamentals (for example, the resources are transferred outside of the eligible countries),
 - h. Grant Agreement for the Action is suspended or terminated.
3. Termination takes effect on the date specified in the notification, which must be after the date of the notice except for termination due to the reasons described in Article 12, point 2.h that may have a retroactive effect.
4. The Consortium will calculate the final grant amount based on the actual work completed by the Beneficiary, submitted deliverables, eligible costs, and compliance with the Agreement. The Beneficiary cannot claim damages due to termination by the Consortium.
5. Termination does not affect provisions that remain applicable after the Project ends. These include:
 - a. keeping records and supporting documents,
 - b. submitting to checks, reviews, audits, and investigations,
 - c. managing intellectual property, background, and results,
 - d. maintaining confidentiality,
 - e. promoting the Project and displaying EU funding references,
 - f. not assigning claims for payment,
 - g. calculation of the grant, recovery of payments already made,
 - h. liability for damages and adherence to applicable law.



Article 13 SUSPENSION OF PAYMENTS

1. The Consortium may suspend payments, fully or partially, if there are justified doubts about the Project implementation. The suspension begins the day specified by the Consortium.
2. Payments will resume once the conditions for lifting the suspension are met. The Consortium will notify the Beneficiary by email when the suspension is lifted. The Beneficiary is not entitled to any interest due to the suspension of the payment.

Article 14 REDUCTION OF THE GRANT

1. If the Consortium finds significant errors, irregularities, fraud, or breaches of the Agreement (such as improper or non-implementation of the Project, submitting false information, failing to provide required details, or violating ethics or security rules), it may reduce the Grant based on the severity and duration of the issue.
2. If the Grant is reduced, the Consortium will calculate the new amount due, deduct the reduction, and, if necessary, recover the difference.
3. If the reduction does not require recovery, the Consortium will formally inform the Beneficiary about the reduction, the amounts, and the reasons. The Beneficiary can submit comments within 7 days if they disagree with the reduction.
4. If the Grant is reduced after payment, the Consortium will calculate the new final grant amount. If this amount is lower than what was already paid, the Consortium will recover the difference.

Article 15 RECOVERY OF THE GRANT

1. The Consortium will recover any overpayments if it is determined that too much has been paid, even after the Project is completed. The obligation to refund the Grant may result from audit findings conducted by EC authorities.
2. If payment is not made by the due date specified in the debit note, the Consortium or any Consortium Partner will take legal action to recover the amount in accordance with the applicable national law.
3. The Beneficiary agrees that any Consortium Partner may offset the overdue amount against any other payments owed to the Beneficiary by the Consortium or a Consortium Partner.
4. If payment is delayed, the amount owed will increase by late-payment interest, at the statutory interest rate prescribed by applicable law, calculated from the day after the due date until the date of full payment.
5. Any partial payments will first be applied to expenses, charges, and late-payment interest, and then to the principal amount.
6. The Beneficiary is responsible for all costs incurred by the Consortium during the recovery process.

Article 16 PROCESSING OF PERSONAL DATA

1. Personal data under this Agreement will be handled according to EU and national data protection laws. The Consortium will process the data to manage, monitor, and implement the Agreement, monitor, evaluate, and audit the Project's results.
2. The persons whose personal data are processed have the right to access and correct their personal data.
3. The Beneficiary must follow all data protection laws, including Regulation 2016/679 (GDPR), and limit access to personal data to only what is necessary for fulfilling the Agreement. Any personnel accessing the data must maintain confidentiality.



Article 17 FORCE MAJEURE

1. *Force majeure* refers to an unforeseeable, exceptional, and unavoidable event or situation beyond a Party's control that prevents them from fulfilling their obligations under the Agreement, even with all due diligence exercised.
2. If such an event occurs, the affected Party shall:
 - a. notify the other Party immediately, explaining the situation, expected duration, and impact,
 - b. take all the necessary steps to minimize any damage due to force majeure.
3. The Party prevented by *force majeure* from fulfilling its obligations under the Agreement cannot be considered in breach of them.

Article 18 USE OF LOGOTYPES

The Beneficiary authorizes the Consortium to use its logotype and non-confidential data for promotional, dissemination and marketing purposes, including activities beyond the scope of the Action.

Article 19 CONFIDENTIALITY

1. Any document, data, or material labeled in writing as "*sensitive information*" or "*confidential*" (hereinafter Confidential Information) must remain confidential throughout the Project implementation and for the period defined in Article 1, point 14.
2. Sharing of Confidential Information
 - a. The Beneficiary may share confidential information only with its staff or other Project participants who need the information to fulfill the Agreement and who are bound by a confidentiality agreement.
 - b. The Consortium Partners may disclose confidential information to their staff or other Consortium Partners, only when necessary to implement the Agreement or to protect the EU's financial interests, provided that all recipients are subject to confidentiality obligations.
 - c. The Consortium Partners may disclose confidential information to the EU institutions and bodies, due to their obligations towards the EC and their bodies..
3. The duty of confidentiality does not apply in the following cases:
 - a. the disclosing party agrees to release information to the other Party,
 - b. the information becomes public without anyone breaking the rules, or
 - c. disclosure is required by law.
4. The recipient of confidential information must take the same reasonable care to protect any Confidential Information received from the disclosing party as the recipient would protect its own confidential and proprietary data.
5. If the recipient becomes aware of any unauthorized use or disclosure of confidential information, it must notify the disclosing party in writing immediately.
6. If any Party feels the protections above aren't sufficient, each Party can ask the other (in particular, one or more Consortium Partners) to sign a separate NDA to better safeguard any confidential and proprietary information disclosed for the purposes of the Project execution.

Article 20 ETHICS AND RESEARCH INTEGRITY

1. The Project must follow the highest ethical standards (including the highest standards of research integrity) and comply with EU, international, and national laws and ethical recommendations indicated in the Project Plan and/or ethics reports. The Beneficiary commits to and ensures the respect of basic EU values, such as respect for human rights, right to privacy, the right to the protection of personal data, gender equity, the need to ensure protection of the environment etc.
2. Additional ethics-related requirements applicable to the Project's implementation are **detailed** in Annex 3 (only if applicable).
3. The Beneficiary must take all measures to implement the principles set out in Annex II to the European Charter for Researchers, in particular regarding:
 - working conditions
 - transparent recruitment processes based on merit, and
 - career development.The Beneficiary must ensure that researchers and all participants involved in the Project are aware of them, and compliance records must be kept.
4. When implementing access to research infrastructure activities (if any), the Beneficiary must respect the following conditions:
 - a. Transnational Access - free access must be provided to selected user groups, including all normal logistical, technological, and scientific support and training. The selection of users must be fair, transparent, and based on scientific merit, prioritizing new users and those from countries without equivalent infrastructure.
 - b. Virtual Access - Free and open online access to digital resources and services needed for research must be provided; periodic assessment by independent experts is mandatory.

Article 21 VISIBILITY OF EU FUNDING

1. The Beneficiary must acknowledge EU support in all communication and dissemination activities related to the Project (including media relations, conferences, seminars, and information material, such as brochures, leaflets, posters, presentations, events, materials, infrastructure, website, or results funded by the grant, via traditional or social media). This includes displaying the European flag (emblem) together with the Action logo and a funding statement, translated into local languages where necessary according to the template below:

Action logo:



EU emblem with a funding statement - Funded by the European Union:



**Funded by the
European Union**

2. To meet the above requirements:
 - a. the emblem must remain distinct and separate and cannot be modified by adding other visual marks, brands or text,
 - b. apart from the emblem, no other visual identity or logo may be used to highlight the EU support,



- c. when displayed in association with other logos (e.g. of Beneficiaries or sponsors), the emblem must be displayed at least as prominently and visibly as the other logos,
- d. for the purposes of their obligations under this Article, the Beneficiary can use the emblem without prior approval but cannot claim exclusive rights or register it as a trademark.

Article 22 LIABILITY FOR DAMAGES

1. Liability of the Consortium or Consortium Partner
 - a. The Consortium or any Consortium Partner cannot be held liable for any damage to the Beneficiary or third parties resulting from the implementation of the Agreement.
 - b. The Consortium or any Consortium Partner cannot be held liable for any damage caused by the Beneficiary or other participants in the Project.
2. Liability of the Beneficiary:
 - a. team members bear joint and several liability and must compensate the **Consortium Partner** for any damage they suffer due to the Project's implementation or failure to comply with the Agreement (e.g., false statements or incorrect eligibility information).
 - b. joint and several liability of the team members means that the Consortium Partner may seek compensation from all or some of the team members indicated in the Contract, and the satisfaction of their claim by any team member releases the others from the obligation.
3. Limitations of liability:
 - a. Except for confidentiality obligations, the Parties' liability is limited to direct damages and does not cover indirect losses like production delays, revenue loss, or operating interruptions.
 - b. The Parties' liability is limited to the amount of the grant unless the damage is caused by willful misconduct or gross negligence or breach of confidentiality.
4. The terms of this Agreement shall not be construed to alter or limit the statutory liability of either Party.
5. The EC is not a Party to this Agreement and cannot be held responsible for any damage to the Beneficiary or third parties resulting from the implementation of the Agreement.

Article 23 CHECKS, REVIEWS, AUDITS, AND INVESTIGATIONS

1. The EC, EC bureaus and Agencies, OLAF, European Public Prosecutor's Office (EPPO), European Court of Auditors (ECA), or external experts hired by those entities can review the Project during or after their implementation, to ensure its proper implementation and compliance with the Agreement and EU law.
2. Such review may have the form of an audit, check, review or investigation (hereinafter we collectively call them "checks").
3. Checks under this Agreement may include assessing the eligibility and accuracy of costs and contributions, as well as the quality and compliance of the work described and completed in accordance with the Project Plan, all provided deliverables, reports and other documents used for the assessment of the Beneficiary's progress.
4. These procedures can be initiated during the Project or during the periods specified in Article 1, point 14. The Beneficiary is unconditionally obliged to adhere to them.
5. The EC, OLAF, EPPO, ECA, and other authorized bodies (including EC Agencies and bureaus) will conduct these checks in line with their respective procedures and standards.

6. The entity or body conducting checks may access the Beneficiary's statutory records, including accounts, salary details, and other personal data.
7. The EC may access the Beneficiary's statutory records, including accounts, salary details, and other personal data.
8. During the checks, the Beneficiary must:
 - a. cooperate fully with the checking entity and provide all requested information within the specified deadline. Provided information must be accurate, complete, and in the requested format, including electronic formats.
 - b. allow access to sites and premises for on-the-spot checks and make requested information readily available,
 - c. participate in meetings with external experts if required.
9. The provisions above apply accordingly to checks, reviews, audits, or investigations carried out on behalf of the Consortium by the FSTP Leader, Consortium Coordinator, or another designated Consortium partner who can also conduct checks.
10. Failure to comply with these obligations may result in the reduction of the Grant or termination of the Agreement, along with any associated funding.

Article 24 CONSEQUENCES OF CHECKS, REVIEWS, AUDITS, AND INVESTIGATIONS — EXTENSION OF RESULTS OF REVIEWS, AUDITS OR INVESTIGATIONS

1. Findings from checks, reviews, audits, or investigations under this Agreement may result in:
 - a. rejection of costs,
 - b. reduction of the grant,
 - c. recovery of overpaid amounts,
 - d. termination of the Agreement,
 - e. other actions as allowed by applicable law.
2. Findings from OLAF or EPPO checks may also lead to criminal prosecution under national law. Additionally, the EC, OLAF, EPPO, ECA, or other authorized bodies may extend findings from similar cases to this grant, applying the same consequences.
3. The Beneficiary will be formally notified of any irregularities, actions taken, and potential consequences, such as rejected costs, reduced grant amounts or termination of the Agreement.

Article 25 IPR and OWNERSHIP OF RESULTS

1. Background is an existing knowledge, data, or IP (e.g., patents, know-how) owned by a Party before the Project starts or developed independently outside the Project but necessary for implementing the Project or using its results.
2. Results are any new data, knowledge, or developments created during the Project, whether tangible or intangible, including IP rights.
3. Each Party owns the results it generates.
4. To enable the Consortium to fulfil its obligations towards the European Union (or EU any authorities and bodies), Beneficiary grants the Consortium Partners, for the purpose of granting such rights to the European Union (or EU any authorities and bodies), or directly to the European Union (or EU any authorities and bodies), a free, non-exclusive and irrevocable licence to use any project results, materials, documents and information for policy, information, communication, dissemination and publicity purposes. This licence covers, in particular, the rights to use, distribute, translate, modify, archive, create derivative works, and to grant sub-licences as required for the European Union's activities.
5. Rights of use are granted for the full duration of the relevant intellectual property rights. If materials or documents are subject to moral rights or third-party rights, Beneficiary must obtain necessary licences or authorisations.

Article 26 FINAL PROVISIONS

1. Annexes are a key part of this Agreement.
2. In case of any discrepancies between this main Agreement and its Annexes, the main Agreement shall prevail.
3. Changes or termination of the Agreement must be in writing and signed by both parties, except for:
 - a. Extension of the Project for the period described in Article 1, point 10- if applicable,
 - b. change of the addresses, or contact details - which should be communicated by e-mail,
 - c. change of the Beneficiary's Bank Account - which must be submitted by e-mail and signed by an authorized person,
 - d. addendum and further changes to the Project Plan.
4. The Beneficiary cannot transfer payment claims to third parties without the Consortium's prior written approval.
5. Time periods (days, months, years) start the day after the triggering event.
6. Action End Date can be extended, therefore all deadlines starting on the Action End Date are indicative. All deadlines regarding the audit, confidentiality and documentation storage shall commence upon completion of the Action.
7. The Agreement is governed by the law of Poland and applicable EU regulations, in particular:
 - a. Regulation (EU) No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation, laying down its rules for participation and dissemination, and repealing Regulations (EU) No 1290/2013 and (EU) No 1291/2013 ;
 - b. Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union.
8. The Beneficiary is solely responsible for complying with national laws while executing the Project, in particular concerning tax, social security, and labour law. The Beneficiary shall assess the tax regime applicable to the provided Grant.
9. Disputes concerning the interpretation, application, or validity of the Agreement should be resolved amicably. If a dispute can not be solved amicably, it shall be handled by the Court of Warsaw.

Article 27 CHANGE OF BENEFICIARY

1. A change in the composition of the Beneficiary may take place only in exceptional circumstances and when:
 - a. the Beneficiary presents objective reasons for this change;
 - b. The Beneficiary's request to make the change is formally approved by the Consortium;
 - c. a new team member is formally assessed by BlueActionBANOS Selection Committee to verify if it meets the requirements described in the BlueActionBANOS Transition Agendas 1st Open Call Terms & Conditions and whether the change in the Beneficiary composition does not call into question the decision awarding the grant or breach the principle of the equal treatment of applicants.
2. The Beneficiary shall apply for a change to FBA, indicating the circumstances of the change, the data of the outgoing and new Project team member, the planned date of



making the change, not less than one month from the date of submission of the request for change.

Article 28 ENTRY INTO FORCE OF THE AGREEMENT

The Agreement enters into force on the day it is signed by both parties, and shall be effective as of **EFFECTIVE.DATE**.

By signing this Agreement, the Beneficiary confirms they have read, understood, and accepted its terms, including all rights, obligations, and conditions. The Beneficiary also confirms that the information provided (particularly regarding their eligibility and information included in the formal check form) is true, accurate, and up to date as of the signing date.

The person signing below declares they are authorized to sign this Agreement on behalf of the Beneficiary.

For the **Beneficiary**

For the **Consortium**

.....
date

.....
date

.....
date

.....
date



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Annex 1: Application Form (Full Proposal Form)

Template



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Annex 2: Formal check form

Template



Annex 3: Ethical statements

[applicable/non applicable]

Template



Annex 4: Project Plan

To be included as a result of the 1st Stage of the Support Programme.

Template