

Annex 3: BlueActionAA Sub-Grant Agreement Template

Background information

The EU Mission Ocean and Waters aims to restore the health of the ocean, seas, and inland waters by 2030 through a coordinated and integrated approach. The Mission focuses on the following objectives:

1. Protect and restore marine and freshwater ecosystems and biodiversity, in line with the EU Biodiversity Strategy 2030,
2. Prevent and eliminate pollution of our ocean, seas and waters, in line with the EU Action Plan Towards Zero Pollution for Air, Water and Soil, and
3. Make the sustainable blue economy carbon-neutral and circular, in line with the proposed European Climate Law and the comprehensive vision outlined in the Sustainable Blue Economy Strategy.

BlueActionAA is focusing on initiatives that pilot or implement innovative solutions focused on one or more interconnected Mission objectives within the targeted Atlantic and Arctic basins.

BAAT-01 is focusing on the development of Transition Agendas within the Atlantic and Arctic basins. For the purposes of this call, a Transition Agenda is a strategic roadmap or actionable multi-year plan to support the achievement of the Mission "Restore our Ocean and Waters by 2030". It sets out priorities, specific actions, expected results and impacts, and identifies concrete pathways for implementation, scaling and future financing, with a focus on the Mission objectives most relevant to the specific community that is targeted.

ARTICLE 1. Subject of the agreement, grant

The Beneficiary has been selected through the evaluation process of the BLUEACTIONAA team to receive a grant which will allow the Beneficiary to

Number of the agreement – [agreement number] – Open Call BAAT-01

implement the proposal submitted in the frame of the BLUEACTIONAA Transition Agenda Call 1 (Proposal available on Annex 3 of this Agreement).

1. The Agreement sets out the terms and conditions of awarding and paying the grant to the Beneficiary.
2. The grant is awarded for [beneficiary's BlueActionAA], selected in the BLUEACTIONAA BAAT-01 Open Call
3. The Grant is the aggregated amount payable by ESF to the Beneficiary and includes among others all taxes, transfer costs and other expenses that the Grantee might incur and meet the conditions set out in the Guidelines.
4. Payments made under this Sub-Grant Agreement are not subject to any tax, nor VAT. In case local tax authorities in the Grantee's country may have a different analysis, ESF shall not be responsible for any tax or VAT adjustment to which the Beneficiary is subject related to the payments made under this Grant Agreement and shall not bear the cost of any such adjustment or shortfalls due to such VAT adjustments.
5. The Beneficiary shall be responsible to cover any expenses incurred with regard to the Project and the BLUEACTIONAA Programme that exceed the amount of the Grant.
6. The assistance the BLUEACTIONAA Consortium provides to the Beneficiary will be in the form of cash (as a flat rate) and/or services.

Key Personnel

The Beneficiary's Representatives for this contract are :

[Name, Position within Beneficiary, Role in project for representative 1]

[Name, Position within Beneficiary, Role in project for representative 2]

[.....]

ARTICLE 2. Duration and starting date of the project

1. The duration of the whole Project is of [duration] months starting from [MM, DD, YYYY].
2. The Beneficiary team will go through the onboarding program, which will be adapted to the needs of the project.
3. The teams will have to participate in general activities common to all the grantees (webinars, general trainings, communication). The participation in those events will be part of their expected deliverables and KPI's.

Number of the agreement – [agreement number] – Open Call BAAT-01

ARTICLE 3. Eligibility conditions, conflict of interest

1. By signing the Agreement the Beneficiary declares that it meets the eligibility conditions for participation in the Programme as defined in the BLUEACTIONAA BAAT-01 Open Call Application Form Guidelines
2. In particular the Beneficiary confirms that:
 - a) information concerning its legal status provided to the Contractor is correct, complete and up-to-date;
 - b) all the data included in the formal check are true, correct, complete and up to date;
 - c) it has not received any other EU grant for their Project and will give notice of any future EU grants related to this Project awarded to the Beneficiary;
 - d) it has stable and sufficient sources to maintain the activity throughout the action and to provide any counterpart funding necessary and has or will have the necessary resources needed to implement the Project;
 - e) it is not excluded from the possibility of obtaining EU funding under the provisions of either national or EU law, or by a decision of either national or EU authority;
 - f) it is not bankrupt, being wound up, having its affairs administered by the courts, has not entered into an arrangement with creditors, suspended business activities or is not subject to any other similar proceedings or procedures (this applies also to persons with unlimited liability for Beneficiary's debt);
 - g) it is not in breach of social security or tax obligations;
 - h) it is not (or persons having powers of representation, decision-making or control, beneficial owners or persons who are essential for the award/implementation of the grant) in one of the following situations:
 - I. been/being guilty of grave professional misconduct, having committed fraud, having links to a criminal organisation, being involved in corruption, money laundering, terrorism-related crimes (including terrorism financing), child labour or human trafficking,
 - II. showing significant deficiencies in complying with the main obligations under an EU procurement contract, grant agreement or grant decision,
 - III. been/being guilty of irregularities within the meaning of Article 1(2) of Regulation No 2988/95, iv. being established in another jurisdiction with the intent to circumvent fiscal, social or other legal obligations in the country of origin (including the establishment of another entity with this purpose);

Number of the agreement – [agreement number] – Open Call BAAT-01

- i) 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 rights/claims, unless stated otherwise.
3. The Beneficiary hereby declares lack of any conflict of interest with any of the BLUEACTIONAA Consortium members and that they will take all measures to prevent any. A conflict of interest means any situation where the impartial and objective nature of the awarding of a grant for the Beneficiary's Project is compromised for reasons related to economic interest, political or national affinity, family or emotional ties or any other shared, direct or indirect interest. The Beneficiary is obliged to inform the BLUEACTIONAA Consortium about any existing or occurring conflict of interest and immediately take all the necessary steps to manage the situation as instructed.
4. If a Beneficiary breach any of its obligations under this Article, the grant may be terminated (see Article 20). Such breaches may also lead to other measures described in Articles 19-22 of this Agreement.

ARTICLE 4. Grant administration

1. The maximum grant amount is [100 000]€ paid as a flat-rate (lump-sum) following the conditions set out in this Agreement and its annexes. The maximum financial contribution to be granted to the Beneficiary shall not exceed this amount

The lump sum is a simplified method of settling expenses in projects financed from Horizon Europe funds. 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 the implementation of the Project in line with the milestones set for the Project.

There are no rules about the eligibility of the costs and there will be no financial reporting, but the costs

- must be in line with beneficiaries' normal practices
- must be reasonable / not excessive
- must be in line with the activities proposed

The lump sum does not release the Beneficiary from the obligation to collect documentation to confirm the costs under fiscal regulation, in case of audit from the European Commission and its dedicated entities, or other official entities (see Article 10.)

Number of the agreement – [agreement number] – Open Call BAAT-01

2. Payment of the individual tranches of the grant to the Beneficiary **depends on the proper implementation of the Project and completion of the agreed milestones/deliverables** and delivery of the agreed documents. See Annex I for more details.
3. Beneficiary acknowledges that the “no double funding” rule applies to the awarded grant. “Double funding” means the situation where the same costs for the same activity are funded twice through the use of public funds. It is a fundamental principle underpinning the rules for public expenditure in the EU that no costs for the same activity can be funded twice from the EU budget. It is not allowed in any circumstances. The Beneficiary undertakes to follow this rule.
4. The Beneficiary cannot use money received within the BLUEACTIONAA to cover activities other than the ones related to the Project.
5. Subcontracting is strictly prohibited for core/essential tasks. This signifies that the primary responsibilities associated with the project must be undertaken and carried out by the team members described in the proposal. It is essential to maintain a clear understanding that the core tasks should not be delegated to external entities or subcontractors. The team should possess the necessary expertise and capacity to fulfil these crucial obligations to ensure the successful execution of the Project.
6. The beneficiaries must keep any adequate records and supporting documents to prove that their cost accounting practices have been applied in a consistent manner, based on objective criteria, regardless of the source of funding, and that they comply with the eligibility conditions.
7. The beneficiaries must keep the original documents. Digital and digitalised documents are considered originals if they are authorised by the applicable national law. The granting authority may accept non-original documents if they offer a comparable level of assurance.
8. If a beneficiary breaches any of its obligations under this Article, or contributions insufficiently substantiated will be ineligible (see Article 3) and the grant may be reduced (see Article 23).

ARTICLE 5. Payment schedule

1. The lump sum mentioned above will be paid in the instalments as mentioned in Annex 2: Detailed payment schedule

Number of the agreement – [agreement number] – Open Call BAAT-01

2. 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.
3. The grant received by the Beneficiary is owned by the European Commission (EC) until the payment of the balance for the whole BLUEACTIONAA project. The BLUEACTIONAA Consortium is a mere holder and manager of the funds.

ARTICLE 6. Bank accounts for payments

1. All payments will be made to the following bank account:

BANK NAME	
Bank address (street name and number, postal code, city, country)	
Name of Account (if different from above name of legal organization)	
BIC/SWIFT CODE	
IBAN	

2. In addition to this Agreement, The Selected Third Party will fill the Third Party Financial Identification Form (FIF) available in Annex 3 and send it to the Contractor. The bank details will need to be validated by a phone call made on a landline that has been identified by ESF finance team publicly. No validation phone call will be made via a private mobile phone.
3. The Selected Third Parties shall complete the FIF in a comprehensive manner and shall notify any changes to the Contractor as soon as it has occurred. The Contractor shall not in any case be liable for any late payment incurred by a change in the financial identification of the Selected Third Parties.
4. Each Selected Third Party will provide a bank account denominated in euros; otherwise, the Party will bear the currency conversion costs.

Number of the agreement – [agreement number] – Open Call BAAT-01

ARTICLE 7. Costs of payment transfers

1. The cost of the payment transfers is borne as follows:
 - the Contractor bears the cost of transfers charged by its bank;
 - the Selected Third Party bears the cost of transfers charged by its bank;
 - the Party causing a repetition of a transfer bears all costs of the repeated transfer.

ARTICLE 8. Beneficiary's obligations

1. The Beneficiary has full responsibility for implementing the Project in compliance with the provisions of the Agreement and its annexes and all legal obligations under applicable EU, international and national law.
2. The Beneficiary is also responsible for:
 - a. Project's proper implementation;
 - b. providing in good time any required documents, milestones or information to the BLUEACTIONAA Consortium, mainly stated in Annex 1;
 - c. informing the BLUEACTIONAA Consortium immediately of any events or circumstances likely to significantly affect or delay the implementation of the Project;
 - d. informing the BLUEACTIONAA Consortium immediately of changes in its legal, financial, technical, organisational or ownership situation that might affect its eligibility status.
 - e. informing the BLUEACTIONAA Consortium immediately of circumstances affecting the decision to award the grant or compliance with requirements under the Agreement.
3. The Beneficiary must provide any information relevant to an evaluation of the impact of the Project. Such evaluation might be run by BLUEACTIONAA Consortium or EC. Providing such information is obligatory, both during and up to 6 years after BLUEACTIONAA project ends (31/08/2029), upon request of the BLUEACTIONAA Consortium or EC or auditors.
4. Collaborate with BLUEACTIONAA in its transversal Dissemination & Communication activities.
5. Grant provided upon this Agreement is funded within the Horizon Europe programme, therefore the Beneficiary has certain obligations towards the European Commission (see Article 9-14).

Number of the agreement – [agreement number] – Open Call BAAT-01

ARTICLE 9. General obligation to inform and keeping records

1. The Beneficiary must provide, during the implementation of the Project and 6 years after BLUEACTIONAA project ends (which is 31/08/2029), upon request of the BLUEACTIONAA Consortium or EC, any information requested in order to carry out:
 - a. the verification of proper implementation of the Project by the Beneficiary (including achievement of the agreed milestones, compliance with obligations under the Agreement);
 - b. an evaluation of the impact of the Project;
 - c. statistical analyses and evaluation.
2. The Beneficiary shall make the supporting documentation available upon request or in the context of checks, reviews, audits or investigations.
3. If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement (including the extension of findings from other grants to this grant), the Beneficiary must keep the records and other supporting documentation until such checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement are resolved.
4. The Beneficiary must keep the original documents. Digital and digitised documents can be considered originals if authorised by the applicable national law. The BLUEACTIONAA Consortium may accept copies of documents if it considers that they offer a comparable level of assurance.
5. The procedure described in Articles 10 and 11 applies accordingly.

ARTICLE 10. Checks, reviews, audits, and investigations.

1. The European Commission and its dedicated entities may, during the implementation of the Project and/or afterwards, carry out checks/investigation reviews and/or audits concerning the Project to ensure its proper implementation and compliance with the obligations under the Agreement and applicable EU law.
2. Checks/reviews/audits/investigations will be formally notified to the Beneficiary and will be considered to have started on the date of the formal notification.

Number of the agreement – [agreement number] – Open Call BAAT-01

3. The Beneficiary must provide, within the deadline requested, any information and data related to the Project implementation (including information on the use of resources).
4. All information provided must be accurate, precise, complete and in the format requested, including electronic format. The European Commission and its dedicated entities may also request additional information.
5. Checks/reviews/audits/investigations may be started up to three years after the end of the BLUEACTIONAA project, which is 31/08/2029, plus a possible extension for payments made at the end of the project.
6. The European Commission and its dedicated entities may carry out checks/reviews/audits/investigations directly (using its own staff) or indirectly (using external persons or bodies appointed to do so). The Beneficiary has the right to object to the appointment of such external entities on grounds of commercial confidentiality or conflict of interest.
7. The Beneficiary may be requested to participate in meetings, including with external experts. For on-the-spot checks/reviews/audits/investigations, the Beneficiary must allow access to its sites and premises, including to external persons or bodies, and must ensure that the information requested is readily available.
8. Checks/reviews/audits/investigations (including review reports) are in the language of the Agreement.
9. The European Commission and its dedicated entities may also access the Beneficiary's statutory records.
10. The following bodies may – at any moment during the implementation of the Project and/or afterwards – carry out checks, reviews, audits and investigations to establish whether there has been a fraud, corruption or any other illegal activity affecting the financial interests of the EU:
 - the European Anti-Fraud Office (OLAF) under Regulations No 883/2013 and No 2185/96
 - the European Public Prosecutor's Office (EPPO) under Regulation 2017/1939
 - the European Court of Auditors (ECA) under Article 287 of the Treaty on the Functioning of the EU (TFEU) and Article 257 of the EU Financial Regulation 2018/1046. If requested by these bodies, the Beneficiary concerned must provide full, accurate and complete information in the format requested (including complete accounts, individual salary

Number of the agreement – [agreement number] – Open Call BAAT-01

statements or other personal data, including in electronic format).

ARTICLE 11. Checks, reviews, audits, and investigations – BLUEACTIONAA consortium’s rights

1. The BLUEACTIONAA Consortium may, during the implementation of the Project and up until three years after the end of the BLUEACTIONAA project, which is 31/08/2029, review the proper implementation of the Project and its compliance with the obligations under this Agreement, plus a possible extension for payments made at the end of the project.
2. Proceeding on behalf of the BLUEACTIONAA Consortium may be performed by the Consortium Coordinator or other partner indicated by the BLUEACTIONAA Consortium.
3. Article 10 should be applied accordingly.
4. The BLUEACTIONAA Consortium will formally communicate the review results to the Beneficiary. The Beneficiary may formally respond to the review report within 30 days ('contradictory review procedure').

ARTICLE 12. Consequences of findings in checks, reviews, audits, and investigations –extension of findings

1. Findings in checks, reviews, audits or investigations carried out in the context of this Agreement may lead to the reduction of the grant, recovery of undue amounts and termination of the Agreement.
2. Checks, reviews, audits or investigations that find systemic or recurrent errors, irregularities, fraud or breach of obligations may lead to reviews and withdrawal, among other things, of other EU grants awarded under similar conditions ('extension of findings from this grant to other grants').
3. Moreover, findings arising from OLAF or EPPO investigation may lead to criminal prosecution under national law.
4. The EC, OLAF, ECA, EPPO and any other authorised EU or national authority may extend findings from other grants to this grant if the Beneficiary is found, in other EU

Number of the agreement – [agreement number] – Open Call BAAT-01

grants awarded under similar conditions, to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on this grant.

5. The Beneficiary will be formally notified of the list of irregularities and actions taken (in particular, the reduction of the maximum grant amount or termination of the Agreement).

ARTICLE 13. Ethics and values

1. The action must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles.
2. The 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) and take all measures to promote equal opportunities between men and women in the implementation of the Project and, where applicable, in line with the gender equality plan. They must aim, to the extent possible, for a gender balance at all levels of personnel assigned to the Project, including at supervisory and managerial level.
3. If a Beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 23). Such breaches may also lead to other measures described in Articles 17-20 of this Agreement.

ARTICLE 14. Confidentiality and security

1. The parties must keep confidential any data, documents or other material (in any form) that is identified as sensitive in writing ('sensitive information') – during the implementation of the project.
2. If a beneficiary requests, the granting authority may agree to keep such information confidential for a longer period.
3. Unless otherwise agreed between the parties, they may use sensitive information only to implement the Agreement.
4. The beneficiaries may disclose sensitive information to their personnel or other participants involved in the action only if they:
 - a. need to know it in order to implement the Agreement and
 - b. are bound by an obligation of confidentiality.

Number of the agreement – [agreement number] – Open Call BAAT-01

5. The Contractor may disclose sensitive information to its staff and to other EU institutions and bodies. It may moreover disclose sensitive information to third parties, if:
 - a. this is necessary to implement the Agreement or safeguard the EU financial interests and
 - b. the recipients of the information are bound by an obligation of confidentiality.
6. The confidentiality obligations no longer apply if:
 - a. the disclosing party agrees to release the other party
 - b. the information becomes publicly available, without breaching any confidentiality obligation
 - c. the disclosure of the sensitive information is required by EU, international or national law.
7. The parties must handle classified information in accordance with the applicable EU, international or national law on classified information (in particular, Decision 2015/444 14 and its implementing rules¹).
8. Deliverables which contain classified information must be submitted according to special procedures agreed with the Contractor at the beginning of the project.
9. If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 21).

ARTICLE 15. Promoting the project – visibility of EU funding

1. The Beneficiary must promote its funded Project and its results, by providing targeted information to multiple audiences (including the media and the public) in a strategic and effective manner.

The beneficiaries will be encouraged to actively engage with the BLUEACTIONAA Dissemination and Communication team, sharing information that supports a variety of communication efforts.
2. Any infrastructure, equipment and major results funded by the grant must display the EU emblem and BLUEACTIONAA project logo:

¹ Commission Decision (EU, Euratom) 2015/444 of 13 March 2015 on the security rules for protecting EU classified information



BLUEACTIONAA

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Grant Agreement 101215504



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and include the following disclaimer (translated into local languages where appropriate):

“Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those

Number of the agreement – [agreement number] – Open Call BAAT-01



of the European Union or European Commission. Neither the European Union nor the granting authority can be held responsible for them. Funded within the framework of the BLUEACTIONAA project under grant agreement No 101215504.”

3. The EU emblem and BLUEACTIONAA project logo must remain distinct and separate and cannot be modified by adding other visual marks, brands or text.
4. In addition to the emblem and BLUEACTIONAA project logo, the grantees should display its affiliation with Mission Ocean by using the banner in project documentation, reporting and public documentation consistent with the EU Missions guidelines for external parties².

Ocean & Waters



5. No other visual identity or logo may be used to highlight the EU support.
6. When displayed in association with other logos (e.g. of beneficiaries or sponsors), the emblem and BLUEACTIONAA project logo must be displayed at least as prominently and visibly as the other logos.

² Selected Third Parties/Beneficiary will be provided with a copy of the EU Missions Guidelines for External Parties

7. For the purposes of their obligations under this Article, the beneficiaries may use the emblem without first obtaining approval from the granting authority. This does not, however, give them the right to exclusive use. Moreover, they may not appropriate the emblem or any similar trademark or logo, either by registration or by any other means
8. Where applicable (and if provided by the Beneficiary), the granting authority will insert the following information: “© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the [name of granting authority] under conditions.”

ARTICLE 16. Transparency and Public Disclosure

Clause

1. Purpose of Disclosure: In the interest of promoting transparency, accountability, and the responsible use of public funds, BLUEACTIONAA shall make specific project details of the Subgrantee publicly available across various repositories.
2. Details Subject to Public Disclosure: The following details related to the Subgrantee's project shall be disclosed:
 - Organisation Name: The official name of the Subgrantee's organisation and their US/Canadian collaborator, if any.
 - Grant Received: The exact amount of funding awarded to the Subgrantee.
 - Dates of Project Execution: The commencement and conclusion dates of the Subgrantee's project.
 - Title of the Project: The official title or name of the Subgrantee's project.
3. Rationale for disclosure: Public disclosure ensures accountability of all subgrantees for the funds they receive and the projects they implement. Transparency in the use of public funds can bolster public confidence in the EC's initiatives and the projects it supports. Making project details public motivates organisations to use funds judiciously and for the intended purposes.
4. Only the details specified in this article will be disclosed. All other information, including but not limited to sensitive data, proprietary information, or intellectual property, shall remain confidential as per Article 17 and 18.

Number of the agreement – [agreement number] – Open Call BAAT-01

ARTICLE 17. Data protection

1. The beneficiaries must process personal data under the Agreement in compliance with the applicable EU, international and national law on data protection (in particular, Regulation 2016/679³).
2. They must ensure that personal data is:
 - a. processed lawfully, fairly and in a transparent manner in relation to the data subjects
 - b. collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
 - c. adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
 - d. accurate and, where necessary, kept up to date;
 - e. kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data is processed and;
 - f. processed in a manner that ensures appropriate security of the data.
3. The beneficiaries may grant their personnel access to personal data only if it is strictly necessary for implementing, managing and monitoring the Agreement.
4. The beneficiaries must ensure that the personnel is under a confidentiality obligation. The beneficiaries must inform the persons whose data are transferred to the granting authority and provide them with the Portal Privacy Statement.

ARTICLE 18. Intellectual Property Rights (IPRs)

1. All outcomes from the Project will solely belong to the Beneficiary.
2. Notwithstanding the above, any Result, including documents, source code, and APIs, will be shared under a lenient open-source license (like Apache v2.0 or similar) in public repositories.
3. BLUEACTIONAA does not back projects that focus on creating copyrighted proprietary developments, as mentioned in the Guidelines for Applicants.
4. The Contractor can access any Result to assess the ongoing activities in the BLUEACTIONAA project, even before its official release.

³ Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ('GDPR') (OJ L 119, 4.5.2016, p. 1).

ARTICLE 19. Liability for damages

1. Liability of the BLUEACTIONAA Consortium or an BLUEACTIONAA Consortium Partner:
 - a. the BLUEACTIONAA Consortium or any Consortium Partner cannot be held liable for any damage caused to the Beneficiary or third parties as a consequence of implementing the Agreement;
 - b. the BLUEACTIONAA Consortium or a Consortium Partner cannot be held liable for any damage caused by the Beneficiary or third parties involved in the Project, as a consequence of implementing the Agreement.
2. Liability of the Beneficiary:
 - a. except in case of force majeure, the beneficiaries bears joint and several liability and must compensate the BlueActionAA Consortium or a respective Consortium Partner for any damage it sustains as a result of the implementation or lack of implementation of the Project in compliance with the Agreement, in particular in case of false statements or information regarding team members' eligibility,
 - b. joint and several liability of the beneficiaries means that the EOSC GRAVITY Consortium or Consortium Partner may seek compensation from all or some of the beneficiaries indicated in the Agreement and the satisfaction of their claim by any team member releases the others from the obligation.
3. With the exception of the duty of confidentiality, the Beneficiary's liability for damages is limited to direct loss but does not extend to consequential loss, such as interruptions in production or other operating losses, loss of revenue or profit, or other indirect losses. The Beneficiary's liability is limited to the amount of the grant, provided such damage was not caused by a wilful act or gross negligence.
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. Therefore, the EC cannot be held liable for any damage, including gross negligence, caused to the Beneficiary or to third parties as a consequence of implementing the Agreement.
6. The EC cannot be held liable for any damage caused by the Beneficiary or third parties involved in the Project, as a consequence of implementing the Agreement.

Number of the agreement – [agreement number] – Open Call BAAT-01

ARTICLE 20. Termination of the agreement

1. The granting authority may – during the process, at beneficiary termination, final payment or afterwards – reduce and/or suspend the grant for a beneficiary, if:
 - a. the beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed:
 - I. substantial errors, irregularities or fraud or
 - II. serious breach of obligations under this Agreement or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc.), or
 - b. the beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed – in other EU grants awarded to it under similar conditions – systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (see Article 12).
 - c. If the beneficiary does not reach the corresponding percentage of KPI's fixed for each output, as mentioned in Article 5 and Annex 1.
2. Either Party may terminate the Agreement.
3. Beneficiary has the right to withdraw a Project at any point in time, by informing BLUEACTIONAA Consortium. Obligations toward EC remain in force. Further payment of the grant will not be possible.
4. The BLUEACTIONAA Consortium may terminate the Agreement if:
 - a. Beneficiary no longer meets the eligibility criteria;
 - b. the Project has lost scientific or technological relevance;
 - c. the Beneficiary failed to achieve its milestones or implement ethical recommendations within agreed deadlines without reasonable justification;
 - d. the grant is used by the Beneficiary in violation of the BLUEACTIONAA project and Horizon Europe fundamentals.
5. Before terminating the Agreement, the BLUEACTIONAA Consortium will formally notify the Beneficiary:
 - a. informing it of its intention to terminate and the reasons why; and

Number of the agreement – [agreement number] – Open Call BAAT-01

- b. inviting him, within 14 days of receiving notification, to submit observations and if applicable, to inform the BLUEACTIONAA Consortium of the measures to ensure compliance with the obligations under the Agreement.
6. If the BLUEACTIONAA Consortium does not receive observations or decides to pursue the procedure despite the observations it has received, it will formally notify the Beneficiary of the termination and the date it will take effect. Otherwise, it will formally notify that the procedure is not continued.
7. The termination will take effect on the day specified in the termination notice.
8. The Beneficiary may not claim damages due to termination by the BLUEACTIONAA Consortium.
9. Termination has no effect on the provisions that normally continue to apply after the end of the Programme and duration of the Agreement.

ARTICLE 21: Rejection of payments

1. The BlueActionAA Consortium may reject any payments in cases of non-compliance with this agreement and/or failure in the project implementation (i.e., if the Project is not properly implemented, Beneficiary is in serious breach of its obligations under the Agreement or submitted false information or statements – including failure to provide requested information, breach of ethical principles), in particular following checks, reviews, audits or investigations. Rejection of deliverables may lead to grant reduction.
2. Before rejecting the payment, BLUEACTIONAA Consortium will formally notify the Beneficiary of its intention to reduce the grant, the amount it intends to reduce and the reasons why, and will invite it to submit observations within 30 days of receiving such notification.
3. If the BLUEACTIONAA Consortium does not receive any observations or decides to pursue the reduction despite the observations it has received, it will formally provide notice of the confirmation of the reduction (if applicable, together with the notification of amounts due).
4. If the BLUEACTIONAA Consortium reduces the grant after the payment of the grant, it will calculate the revised final grant amount. If the revised final grant amount for the Beneficiary is lower than the grant paid, the BLUEACTIONAA Consortium will recover the difference.

Number of the agreement – [agreement number] – Open Call BAAT-01

ARTICLE 22. Recovery of undue amounts.

1. The BlueActionAA Consortium will claim back any amount that was unduly paid (it might happen also after the completion of the Project).
2. The BlueActionAA Consortium will formally notify the Beneficiary of its intention to recover the amount due and the reasons why and will invite it to submit observations within 30 days of receiving such notification.
3. If no observations are submitted or the BlueActionAA Consortium decides to pursue recovery despite the observations it has received, it will formally provide notice of the confirmation of the recovery (together with the notification of amounts due) and the payment deadline.
4. If the payment is not made by the date specified in the debit note, the BlueActionAA Consortium will recover the amount by taking legal action in accordance with the relevant national law.
5. The BlueActionAA Consortium may offset the due amount, without the Beneficiary's consent, against any amounts owed to the Beneficiary by the BlueActionAA Consortium.
6. If the payment is not made by the date specified in the debit note, the amount to be recovered will be increased by late-payment interest (from the day following the due date for payment up to and including the date of payment).
7. Partial payments will be first credited against expenses, charges, and late-payment interest and then against the principal.
8. The Beneficiary bears all costs incurred in the recovery process by the BlueActionAA Consortium.

ARTICLE 23. Final provisions

1. Annexes to the Agreement form an integral part of it. In case of any discrepancies between this main agreement and its annexes, the main agreement shall prevail.
2. Amendments to this Agreement and its termination shall be made in writing and signed by the duly authorised representative of the Parties.
3. Any modification of the bank account shall be communicated to the BlueActionAA Consortium Coordinator in written form.

Number of the agreement – [agreement number] – Open Call BAAT-01

4. The Beneficiary may not assign any of its claims for payment against the BlueActionAA Consortium to any third party, except with the BlueActionAA Consortium's prior written consent; otherwise, the assignment will be null and void.
5. Beneficiary confirms that all the data included in the formal check are true, correct, complete and up to date. Beneficiary also confirms having a chance to ask questions and bears full legal including criminal responsibility for the false statement.
6. The Beneficiary bears sole responsibility for abidance by its national law, in particular in relation to tax and social security and labour law.
7. By signing the Agreement, the Beneficiary confirms that it has read and understood these conditions and accepts them.

The Agreement enters into force on the day of signature by the BLUEACTIONAA Coordinator Representative or the Beneficiary, whichever is later, with the Agreement's effective date on [start date].

By signing the Agreement, the Beneficiary accepts the grant and agrees to assume responsibility for it and implement it in accordance with this Agreement, including all the rights, obligations, and conditions it sets out. The Beneficiary confirms that all information provided is true, correct and up to date as of the date of signing the Agreement.

The individual signing below hereby represents and warrants that it is duly authorised to execute and deliver this Agreement on behalf of the named Party and that this Agreement is binding upon the named Party in accordance with its terms.

For the Beneficiary

For the BlueActionAA Consortium

[Date]

[Date]

Number of the agreement – [agreement number] – Open Call BAAT-01

Annexes

Annex 1: Milestones and KPIs of the Project

Annex 2: Detailed payment schedule

Annex 3: Beneficiary proposal

Number of the agreement – [agreement number] – Open Call BAAT-01



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