



**GRANT Contract**  
**- Sub-Grant of AL-INVEST Verde Component 1**  
**for Innovative Partnership Projects -**  
**a Programme implemented by sequa**

Reference : 922-AIV-**<project number>**  
(the 'Contract')

**sequa gGmbH**

Trade register number: Bonn B 56 75  
Alexanderstrasse 10, 53111 Bonn, Germany  
VAT number: DE 160827104  
hereinafter referred to as the 'Contracting Authority'

on the one part,

and

**<Full official name as mentioned in the Legal Entity Form>**

Legal status: [**<Legal status (organisation)>**]  
Official registration number: [**<Organisation official registration number>**]  
Adress: **<Full official address>**  
VAT number: [**VAT number, for VAT registered beneficiaries**],  
hereinafter referred to as the 'Coordinator'

on the other part,

hereinafter collectively referred to as the 'Parties'

whereas the Coordinator is representing

**<Full official name as mentioned in the Legal Entity Form of any Co-beneficiary(ies)>**

[**<Legal status (organisation)>**]  
[**<Organisation official registration number>**]  
**<Full official address>**  
[**VAT number, for VAT registered beneficiaries**]

who has/have conferred powers of attorney for the purposes of the signature of the Contract to the Coordinator<sup>1</sup>, hereinafter (collectively) referred to as 'Co-beneficiary(ies)'.  
The Coordinator and the Co-beneficiary(ies) shall hereinafter collectively be referred to as 'Beneficiaries'.

The Parties have agreed on these **Special Conditions** as follows:

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<sup>1</sup> Model mandate is integral part of the Application Form



## Article 1 — Purpose

- 1.1 The purpose of this Contract is the award of a grant by the Contracting Authority to finance the implementation of the Action entitled: <title of the Action> (the 'Action') described in Annex I.
- 1.2 The Beneficiaries shall be awarded the grant on the terms and conditions set out in this Contract, which consists of these Special Conditions (the 'Special Conditions') and the annexes, which the Beneficiaries hereby declare they have noted and accepted.
- 1.3 The Beneficiaries accept the grant and undertake to be responsible for carrying out the Action.

## Article 2 — Implementation period of the Action

- 2.1 This Contract shall enter into force on the date specified in Article 2.2 if and when both parties have effectively signed this Contract.
- 2.2 Implementation of the Action shall commence on: [<specify the date>]
- 2.3 The implementation period of the Action shall last <number of months> (see Annex I).
- 2.4 The duration of this Contract shall end when the payment of the balance is made by the Contracting Authority.

## Article 3 — Financing the Action

- 3.1 The currency of this Contract is EUR. Other currencies may be used to implement the Action. The rules for currency conversion are described in Article 15.9 of Annex II.
- 3.2 The total eligible costs are estimated at EUR <amount, enter the amount in heading 11 of Annex III>, as detailed in Annex III.  
The Contracting Authority shall finance a maximum amount of EUR <amount>.  
Furthermore, the actual grant is limited to xx% of the total actual eligible costs of the Action.  
The final amount of the Contracting Authority's contribution shall be determined in accordance with Articles 14 and 17 of Annex II.
- 3.3 Up to 3% indirect costs may be claimed in accordance with Articles 14 and 17 of Annex II.
- 3.4 Each beneficiary shall be held accountable to ensure that no individual beneficiary receives more than the maximum funding of EUR 300,000 in total across all projects in the framework of the AL-INVEST Verde programme in which the beneficiary is involved.
- 3.5 The following non eligible costs may be considered part of the total accepted costs of the Action also for the purpose of co-financing: taxes, including VAT in case the Beneficiaries are NOT exempted or cannot reclaim taxes. The Beneficiaries are required to produce a statement clearly demonstrating their tax status in line with the instructions given in article 14 of Annex II.
- 3.7 Eligible costs may not be constituted by simplified cost options or lumpsums except for per diems.



## Article 4 — Reporting and payment arrangements

4.1 Payments shall be made either

- (a) in accordance with Article 15.1 of Annex II option no. 2 or
- (b) against reimbursement of actual eligible costs.

### In case of Article 4.1 (a) the following shall apply (Articles 4.2 – 4.4):

4.2 Payment schedule:

- Initial pre-financing payment: **EUR <amount>**.
- Further pre-financing payments shall be based on the updated forecast for the next reporting period. The total sum of pre-financing payments may not exceed 90 % of the amount referred to in Article 3.2 of the Special Conditions.
- Final payment: The final payment shall not exceed 10% of the amount referred to in Article 3.2 of the Special Conditions.

4.3 The initial pre-financing payment shall be accompanied by a financial guarantee at the same amount in accordance with Article 15.8 of Annex II.

4.4 Payments shall be made according to Article 15.1 of Annex II and in line with the following arrangement:

- The Coordinator shall request any pre-financing payment by sending the funding request filled in (see Annex XII) by E-Mail to the Contracting Authority indicating the name of the Action, the respective banking coordinates, the amount requested for the coming (at least) six-months-period including a respective budget as well as a work plan indicating the activities planned within that period.
- To save banking charges, the Coordinator shall usually request amounts not lower than EUR 50,000.00.
- Any further pre-financing payment may be claimed by the Coordinator if and when the Coordinator provides evidence that at least 70% of the amount previously received and 100% of the amounts received before have been spent.

### In case of Article 4.1 (b) the following shall apply (4.5):

4.5 Payments shall be made in line with the following arrangement:

- The Coordinator shall request any reimbursement by sending the funding request filled in (see Annex XII) by E-Mail to the Contracting Authority (in accordance with Article 4.7).
- To save banking charges, the Coordinator shall usually request reimbursement of amounts not lower than EUR 50,000.00.

4.6 The Contracting Authority shall check each report or payment request after receipt within 60 calendar days and shall then either declare its acceptance by E-Mail or shall notify the Coordinator of the need for rectification and shall set a new deadline for the specific deliverable.

4.7 The first financial and technical report is due four months after the commencement of the Action. Subsequent financial and technical reports are due every three months. The reporting format is specified in the obligatory electronic monitoring tool and further in Annex X.

4.8 Within 15 calendar days following the end of each of the respective reporting periods, the Coordinator shall present an interim technical and financial report including the supporting



documents (electronic copies) correctly numbered and labelled according to the budget lines in Annex III or, if unable to do so, it shall inform the Contracting Authority of the reasons and provide a summary of progress of the Action.

- 4.9 Expenditures within a reporting period may only be considered eligible if and when the corresponding supporting documents are being presented to the Contracting Authority until the end of the next but one reporting period.
- 4.10 For any further request for pre-financing or reimbursement, a simple expenditure verification of the Beneficiary's expenditure of the respective reporting period (Model ToR see Annex XIa) shall be forwarded in original to the Contracting Authority.
- 4.11 Within 30 days following the end of the Action, the Coordinator shall present a final technical and financial report including the supporting documents (electronic copies) correctly numbered and labelled according to the budget lines in Annex III. The financial report will be accompanied by the original version of the audit report of expenditure verification (Model ToR see Annex XIb).
- 4.12 The Coordinator shall be obliged to use the electronic reporting system to be provided by the Contracting Authority.
- 4.13 Expenditures accepted as eligible by the Contracting Authority shall be subject to the final approval of the European Commission and/or its auditing authorities. Acceptance of the reports does not imply recognition of their regularity nor of the authenticity, completeness and correctness of the declarations and information they contain and as such reports may only be approved finally by the European Commission and/or its auditing authorities.
- 4.14 Payment of the balance shall be subject to prior final payment of the European Commission to the Contracting Authority and shall be subject to the provisions stipulated under Article 15.4 of Annex II. In order to be able to fulfill the payment obligations of the Contracting Authority, Article 12.5 of Annex II shall not be applicable for the payment of the balance.

## Article 5 — Contact addresses

- 5.1 Any communication relating to this Contract shall be in writing, state the number and title of the Action and be sent to the following addresses<sup>2</sup>:

### For the Contracting Authority

Contractual issues including correspondence of related nature shall be sent to:

Mr. Frank Summa  
E-Mail: [frank.summa@sequa.de](mailto:frank.summa@sequa.de)

Payment requests, including requests for changes to bank account arrangements shall be sent to:

Mrs. Yasmín Fernández  
E-Mail: [yasmin.fernandez@sequa.de](mailto:yasmin.fernandez@sequa.de)

Financial reports shall be sent to:

Mrs. Claudia Bazalar or Mrs. Norma Gárate  
E-Mail: [claudia.bazalar@sequa.de](mailto:claudia.bazalar@sequa.de) or [norma.garate@sequa.de](mailto:norma.garate@sequa.de)

<sup>2</sup> Any changes regarding the contact details of the Coordinator or the Contracting Authority must be communicated immediately in writing but do not require an addendum to this Contract.

For the Coordinator

<address of the Coordinator for correspondence>

- 5.2 The expenditure verifications and audits referred to in Article 15.7 of Annex II will be carried out by an external body contracted by the Coordinator after prior authorisation of the Contracting Authority. In case of a change of the auditor throughout implementation of the Action, the Coordinator shall inform the Contracting Authority in writing indicating the reason and new contact details. Such change shall not imply an addendum to the Contract.

< AUDITOR name, address, telephone and email address >.

**Article 6 — Annexes**

- 6.1 The following documents are annexed to these special conditions and form an integral part of the Contract:

Annex I:	Description of the Action (including the adjusted logical framework of the project and the concept outline)
Annex II:	General conditions
Annex III:	Budget for the Action (worksheets 1, 2, 3 and 4)
Annex IV:	Legal entity form
Annex V:	Financial identification form
Annex VI:	Declaration of honour
Annex VII:	Model financial guarantee
Annex VIII:	Self-evaluation questionnaire on SEA-H
Annex IX:	Communication and visibility guide
Annex Xa:	Model narrative report
Annex Xb:	Model financial report
Annex XIa:	Terms of reference for a simple expenditure verification
Annex XIb:	Terms of reference for a comprehensive expenditure verification (audit)
Annex XIIa:	Payment request letter
Annex XIIb:	Payment request
Annex XIII:	Financial management guidelines

- 6.2 The Coordinator declares that both himself and any of his agents including the Co-beneficiary(ies) will comply with the rules stipulated in the sequa Code of Business Conduct (the 'Code') as published on sequa's website. In case the Coordinator or any of his agents become cognizant of any violation in the course of his work under this Contract, or the Coordinator gets hints to a potential violation of this Code, he must inform one of the whistleblower hotlines listed in the Code without prompting and immediately.
- 6.3 In the event of a conflict between the provisions of the present Special Conditions and any annex thereto, the Special Conditions shall prevail. In the event of a conflict between the provisions of Annex II and those of the other annexes, those of Annex II shall prevail.



## Article 7 — Rights

- 7.1 The Coordinator assigns to the Contracting Authority all rights of use to its work results within the scope of this Contract, whereas rights of use of work results which have arisen through further development or advancement during the term of this Contract of intellectual property of the Coordinator already existing prior to the effectiveness of this Contract (e.g. product concepts, design, production processes, products, research results, software or patents) shall remain exclusively with the Coordinator.
- 7.2 The Coordinator shall explicitly not be entitled to claim any further remuneration in connection with the waiving of such rights. This Contract stipulates the Coordinator's justified payment claims, conclusively.
- 7.3 The Coordinator may use the results of his work for any kind of publications without any prior consent by the Contracting Authority.
- 7.4 The Coordinator shall ensure that any pictures, images or photos submitted by the Coordinator to the Contracting Authority are free of any rights by any third party.
- 7.5 The Coordinator explicitly declares, that the Contracting Authority shall be entitled to use any pictures, images or photos submitted by the Coordinator to the Contracting Authority both in electronic and printed form for non-commercial purposes. The Coordinator waives his right of informational self-determination with respect to any and all pictures, images or photos submitted to the Contracting Authority by him or his agents.

## Article 8 — Confidentiality and data protection

- 8.1 The Parties agree to keep confidential information private and, in particular, not to disclose such information to third parties. "Confidential information" shall mean any information and document of the respective other party which has been handed over as part of the fulfilment of this Contract, especially - but not limited to – information about the conditions of this Contract, information on business processes, business relations, and know-how. This obligation continues for a period of 12 months after expiration of the Contract.
- 8.2 Each Party acknowledges and agrees that the respective other Party electronically stores, uses and processes personal data as far as required for the administration, fulfilment and accounting of this Contract.
- 8.3 Each Party is obligated to refrain from any unauthorised collection, processing or use of personal data of the respective other Party or of any third parties.
- 8.4 Latest after the lapse of 10 (ten) full calendar years after final settlement of any of the Contracting Authority's claims towards the Coordinator w.r.t. the Action, both the Coordinator and the Contracting Authority shall durably delete any personal data in the context of this Contract unless such deletion is prevented, limited or restricted by any legal obstacles.

## Article 9 — Term and Termination, Mutual Claims

- 9.1 This Contract shall regularly end once all mutual obligations have been fulfilled.
- 9.2 Besides expiration through fulfilment of any and all mutual obligations stipulated in this Contract, the Contract may only be terminated for good cause through extraordinary notice of termination in writing.
- 9.3 In case of prior termination, the Coordinator shall take such steps that are deemed necessary to close the implementation of the Action in a cost-effective and time-efficient manner.



- 9.4 Commercial settlement of the prior termination shall take place on the basis of the part of the Action implemented up to the moment of termination.
- 9.5 The Contracting Authority has the right to offset any proven claims made on the Coordinator against existing claims of the Coordinator.

**Article 10 — Miscellaneous**

- 10.1 In case of discrepancies with the translated documents the English version shall always prevail.
- 10.2 In case individual articles of this Contract, or of any amendments, or of additions to it, turn out to be ineffective, this shall not affect the validity of all other articles of this Contract. The Parties shall replace the ineffective article by an effective article which reflects the intended and stated purposes of the Parties.
- 10.3 Subsidiary notices, requests, consents to this Contract shall be made in writing. Their electronic transmission shall explicitly be permitted.
- 10.4 Changes, modifications, and/or additions to this Contract shall be made in writing. Verbal agreements on the waiving of the written form shall be null and void.
- 10.5 This Contract has been drawn up in one original and shall be signed by E-Mail exchange. The Coordinator shall return an electronic copy of the entire Contract countersigned by the Coordinator to sequa by E-Mail.

**For the Beneficiaries<sup>3</sup>**Name: **xxx**Title: **xxx**

Signature:

Date:

**For the Contracting Authority**

Name: Gebhard WEISS Frank SUMMA

Title: Managing Director Programme Director  
AL-INVEST Verde

Signature:

Date:

<sup>3</sup> In accordance with the mandate conferred on the Coordinator (see application form) the Coordinator signs this Contract also on behalf of the other Beneficiaries, who, therefore, do not need to individually sign this contract to become Parties to it.