Model Cascade Grant Agreement

Open call for cascade grants of NEBA Alliance

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# Annexes

## Annex 1. Application Form

To add at a later stage.

# Contracting parties

This agreement (‘The Agreement’) is between the following parties:

On the one part,

University of Primorska (hereinafter referred as the ‘Contractor’), established at Titov trg 4, 6000 Koper, Slovenia, VAT number: SI71633065, represented by rector prof. Klavdija Kutnar, PhD,

hereinafter referred to as the “Contractor”

and

on the other part,

1. the “Coordinator”

(name of the partner), established in (address of the partner), (VAT number), represented for the purpose of signing the agreement by (title and name of the legal representative).

and the following other partners, collectively, the “Partners”, represented for the purposes of signing the Agreement by the Coordinator:

2.

(name of the partner), established in (address of the partner), (VAT number), represented for the purpose of signing the agreement by (title and name of the legal representative).

3.

(name of the partner), established in (address of the partner), (VAT number), represented for the purpose of signing the agreement by (title and name of the legal representative).

The parties referred to above have agreed to enter into the Agreement under the terms and conditions below.

By signing the Agreement, the Coordinator accept(s), on behalf of themselves and any Partners, the grant and agree to implement it under their own responsibility and in accordance with the Agreement, with all the obligations and conditions it sets out.

The agreement is composed of:

* The agreement text, (i.e., this document)
* Annex 1: Application form

# Chapter 1: General provisions

The NEBA Alliance is initiated by a European consortium with financial support from the Circular Bio-based Europe Joint Undertaking and its members under Horizon Europe grant no. 101160532 from 2024 until 2026. The goal is to codesign the foundation of a long-lasting European network of NEB Academy Hubs, which can reach workers and stakeholders across all EU countries and offer meaningful trainings and knowledge transfer, and to form the NEB Academy. NEB Academy’s long-term mission is to train, upskill, and reskill the construction ecosystem to achieve a carbon neutral building sector and a beautiful, sustainable, and inclusive transformation of the built environment.

The project facilitates an open, agile process to scout the vast skills/education landscape and to further grow the network. Therefore, a cascading grant scheme is offered to emerging Hubs and engaged actors who wish to join the NEBA Alliance. In a merit-based evaluation against objective criteria, the best applications will be selected to receive support funding for onboarding to the Alliance and providing training contents to the NEBA (according to the EC rules for Financial Support to Third Parties).

The NEBA Alliance Grant Agreement includes a provision for financial support to Third parties via cascade funding. This funding will be used to finance sub-projects of the NEBA Alliance project executed by third parties. Hence, the selected third parties are indirectly partners of European Commission funding and as such they have to comply with the rules presented in the [Horizon Europe Annotated Model Grant Agreement](https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/guidance/aga_en.pdf), in the same way as the partners of the NEBA Alliance project.

Contractor is responsible for the implementation and administration of the cascade funding within the NEBA Alliance project.

## Article 1 – Subject of the Agreement

This Agreement sets out the rights and obligations and the terms and conditions applicable to the grant awarded to the Partners for implementing the action set out in Chapter 2.

Partners have received favourable resolution by the external evaluators and therefore are entitled to receive funding and services according to the terms and conditions set out under the Agreement.

# Chapter 2: Action

## Article 2 – Action to be implemented

The grant is awarded for the action entitled Sub-project [SUB-PROJECT\_FULL\_NAME], as described in Annex 1.

The obligations and responsibilities are defined in detail in the Open Call documents, namely in the Open call text and Guide for Applicants.

Additionally, the partners shall take every necessary precaution to avoid any risk of conflict of interest relating to economic interests, political or national affinities, family or emotional ties or any other interests liable to influence the impartial and objective performance of the Sub-project.

## Article 3 – Duration and starting date of the sub-project

The duration of the action will be, at maximum, 3 months as of 01. 07. 2025 (fix starting date of the action). The last day for signing the cascade grant agreement by both parties is 28. 06. 2025.

# Chapter 3: Grant

## Article 4 – Grant amount, form of grant, reimbursement rates and forms of costs

Maximum amounts per grant (fixed lump sum) are: [to be edited in the cascade grant preparation phase to reflect the actual contracted amount]

1. Regional hub grants: up to 15,000.00 EUR
2. Partnering with existing NEBA hubs grants: up to 10,000.00 EUR
3. Training course and material grants: up to 2,000.00 EUR

The Open Call is implemented in the form of “lump sum funding”, which offers a simplified approach to funding, reducing administrative and financial errors and removing obligations on reporting actual costs incurred by projects. There is no particular cost category restriction for the implementation of such activities (e.g., personnel costs, subcontracting costs, purchase costs, travel costs, etc.).

Payments under the Lump Sum funding do not depend on a successful outcome, but on the completion of activities. No financial accounting and reporting is foreseen for beneficiaries.

However, contractual obligations foreseen by the Grant Agreement also apply to third parties receiving the support. Recipient of the financial support need to keep records and in case of audit, they must provide information to the grant authority and access to relevant documentation to the auditors.

This means that documents such as Time-sheets, Pay-slips or contracts, Invoices are not needed. Beneficiaries are required to make available documents proving that the work was done as detailed in their action plans. Beneficiaries will have to present a detailed budget at the application stage, associated to their action plan to define and justify the amount requested with the lump sum.

## Article 5 – Eligible and ineligible costs

As defined in Article 4.

# Chapter 4: Rights and obligations of the parties

## Article 6 – General obligations to properly implement the Sub-project

The Partners must implement the action as described in Annex 1 and in compliance with the provisions of the Agreement and all legal obligations under applicable EU, international and national law.

If Partners breach their obligations under this Article, the grant may be reduced. Such breaches may also lead to any of the other measures described in Chapter 6.

## Article 7 – Resources to implement the Sub-project

The Partners must have the appropriate resources to implement the action.

## Article 8 – General obligation to inform

The Partners must keep the Contractor up to date, and must immediately inform them of any of the following:

(a) events which are likely to affect significantly or delay the implementation of the action or the EU's financial interests, in particular:

* changes in their legal, financial, technical, organisational or ownership situation;

(b) circumstances affecting:

* the decision to award the grant or
* compliance with requirements under the Agreement.

If Partners breach their obligations under this Article, the grant may be reduced. Such breaches may also lead to any of the other measures described in Chapter 6.

## Article 9 – Reporting

Contractor must deliver final reports until 31/10/2025 that include [to be edited in the cascade grant preparation phase to reflect the actual contracted amount]

* **Regional hub grants:** 
  + Presentation of the developed NEBA hub, which should include governance structure, mission and measurable key performance indicators
  + Signed NEBA’s Multilateral Association Agreement
  + Report on performed lifelong training courses, which should include list of participants, time and location of the implementation, feedback from the training participants, any photos or videos from the training, and presentations (e.g., Microsoft PowerPoint presentations) and other materials used at the training with clear indication of what could be included to the NEBA digital platform
  + Materials for at least 3 training courses to be included to NEBA digital platform
* **Partnering with existing NEBA hubs grants:** 
  + Signed Memorandum of Understanding with selected NEBA hub
  + Report on performed lifelong training course, which should include list of participanst, time and location of the implementation, feedback from the training participants, any photo or videos from the training, and presentations (e.g., Microsoft PowerPoint presentations) and other materials used at the training with clear indication what could be included to the NEBA digital platform
  + Material for at least 2 training courses to be included to NEBA digital platform
* **Training course and material grants:** 
  + Material for at least 1 training course to be included to NEBA digital platform

## Article 10 – Payments

Payments will be made to the Coordinator.

Payments to the Coordinator will discharge the Contractor from its payment obligation.

The Coordinator must distribute the payments between the Partners without unjustified delay.

Based on the planned timeline the following payments are foreseen:

* Prepayment within 30 days either from the entry into force of Cascade Grant Agreement (up to 50 %)
* Final payment within 30 days after written approval of the final report (up to 50 %)

The grant reimburses 100% of the eligible costs of Partners that are non-profit legal entities and 70% of the eligible costs of Partners that are for-profit legal entities.

Payment will be made to the Coordinator’s bank account which is confirmed in writing by the coordinator’s bank:

* Account holder:
* Address:
* Bank name:
* Account number:
* Country:
* IBAN:
* SWIFT/BIC:

When making payments, the Contractor will formally notify to the Coordinator the amount due, specifying whether it concerns a pre-payment or the final payment. For the final payment the notification will also specify the final grant amount.

# Chapter 5: Rights and obligations related to background and results

## Article 11 – Management of intellectual property

Partners must identify and agree (in writing) on the background for the action (‘agreement on background’).

‘Background’ means any data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that:

* is held by the Partners before they acceded to the Agreement, and
* is needed to implement the action or exploit the results.

No rights to the intellectual property held by the NEBA Alliance consortium, its linked third-parties, or subcontractors are granted to the Partners unless explicitly stated otherwise.

If a Partner breaches any of its obligations under this Article, the grant may be reduced. Such breaches may also lead to any of the other measures described in Chapter 6.

To exercise access rights, this must first be requested in writing (‘request for access’). ‘Access rights’ means rights to use results or background under the terms and conditions laid down in this Agreement.

Waivers of access rights are not valid unless in writing. Unless agreed otherwise, access rights do not include the right to sub-license.

Results are owned by the partner that generates them. ‘Results’ means any (tangible or intangible) output of the action such as data, knowledge or information — whatever its form or nature, whether it can be protected or not — that is generated in the action, as well as any rights attached to it, including intellectual property rights.

11.1 Visibility of EU funding

The partner shall, throughout the duration of the Sub-project, take appropriate measures to engage with the public and the media about the Sub-project and to highlight the financial support of the EC and the NEBA Alliance project. Unless the contractor requests otherwise, any publicity, including at a conference or seminar or any type of information or promotional material (brochure, leaflet, poster, presentation etc.), must specify that the Sub-project has received research funding from the EC through the NEBA Alliance project and display the European emblem along with the project’s logo.

A Partner must — unless the Contractor requests or agrees otherwise or unless it is impossible — include the following: “The project leading to this application has received funding by CBE JU and its members under Horizon Europe grant no. 101160532”.

When displayed in association with a logo, the European emblem should be given appropriate prominence. This obligation to use the European emblem in respect of projects to which the EC contributes implies no right of exclusive use. It is subject to general third-party use restrictions which do not permit the appropriation of the emblem, or of any similar trademark or logo, whether by registration or by any other means. Under these conditions, the partner is exempted from the obligation to obtain prior permission from the EC to use the emblem.

Any publicity made by a Partner in respect of the Sub-project, in whatever form and on or by whatever medium, must specify that it reflects only the author’s views and that the EC is not liable for any use that may be made of the information contained therein.

The Contractor and or the Commission shall be authorised to publish, in whatever form and on or by whatever medium, the following information:

* the name of a Partner
* contact address of a Partner
* the general purpose of the Sub-project (publishable summary, etc.)
* the amount of the financial contribution of the EC foreseen for the Sub-project; after the final payment, the amount and rate of the financial contribution of the EC accepted by the EC;
* the estimated amount and rate of the financial contribution of the EC foreseen for a Partner in the table of the estimated breakdown of budget.
* the geographic location of the activities carried out;
* a list of dissemination activities;
* the publishable reports submitted to it;
* any picture or any audio-visual or web material provided to the Contractor in the framework of the Sub-project.

The Partner shall ensure that all necessary authorisations for such publication have been obtained and that the publication of the information by the Contractor and/or the Commission does not infringe any rights of third parties.

Upon a duly substantiated request by the Contractor on behalf of a Partner, the Commission may agree to forgo such publicity if disclosure of the information indicated above would risk compromising the partner’s security, academic or commercial interests.

## Article 12 – Ethics principles

The Partners must carry out the action in compliance with:

* ethical principles (including the highest standards of research integrity),
* applicable international, EU and national law.

The Partners must ensure that the activities under the action have an exclusive focus on civil applications.

## Article 13 – Confidentiality

During implementation of the sub-project and for four years after the period set out in Article 3, the parties must keep confidential any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed (‘confidential information’).

If a Partner requests, the contractor may agree to keep such information confidential for an additional period beyond the initial four years.

If information has been identified as confidential only orally, it will be considered to be confidential only if this is confirmed in writing within 15 days of the oral disclosure.

Unless otherwise agreed between the parties, they may use confidential information only to implement the Agreement.

The Partners may disclose confidential information to their personnel or third parties involved in the action only if they:

* need to know to implement the Agreement and
* are bound by an obligation of confidentiality.

It may disclose confidential information to third parties, if:

* this is necessary to implement the Agreement or safeguard the EU's financial interests and
* the recipients of the information are bound by an obligation of confidentiality.

The confidentiality obligations no longer apply if:

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

## Article 14 – Processing of personal data

Processing personal data related to this sub-project must follow the NEBA Alliance Data Management Plan.

Any personal data under the Agreement will be processed by the Contractor according to the ‘notifications of the processing operations’ to the DPO of the NEBA Alliance project.

Such data will be processed by the ‘data controller’ of the Contractor for the purposes of implementing, managing and monitoring the Agreement or protecting the financial interests of the EU (including checks, reviews, audits and investigations).

The Partners must process personal data under the Agreement in compliance with applicable EU and national law on data protection (including authorisations or notification requirements).

The Partners may grant their personnel access only to data that is strictly necessary for implementing, managing and monitoring the Agreement.

The Partners must inform the personnel whose personal data are collected and processed by the Contractor. For this purpose, they must provide them with the privacy statement(s) (see above), before transmitting their data to the contractor.

# Chapter 6: Suspensions and termination

## Article 15 – Suspension of payment deadline

The Contractor may — at any moment — suspend the payment deadline if a request for payment cannot be approved because:

* it does not comply with the provisions of the Agreement;
* the reports have not been submitted or are not complete or additional information is needed.

The Contractor will formally notify the Partners of the suspension and the reasons why. If the conditions for suspending the payment deadline are no longer met, the suspension will be lifted — and the remaining period will resume.

If the payment deadline has been suspended due to the non-compliance of the reports and the revised report or statement is not submitted or was submitted but is also rejected, the contractor may also terminate the Agreement.

## Article 16 – Suspension of payments

The Contractor may — at any moment — suspend payments, if:

(a) a Partner (or a natural person who has the power to represent or take decision on its behalf) has committed or is suspected of having committed:

* substantial errors, irregularities or fraud or
* serious breach of obligations under the Agreement or during the award procedure (including improper implementation of the action, submission of false information, failure to provide required information, breach of ethical principles) or

(b) a Partner (or a natural person who has the power to represent or take decision on its behalf) 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.

Before suspending payments, the Contractor will formally notify the Partner:

* informing it of its intention to suspend payments and the reasons why and
* inviting it to submit observations within 30 days of receiving notification.

If the Contractor does not receive observations or decides to pursue the procedure despite the observations it has received, it will formally notify the Partner with a confirmation of the suspension. Otherwise, it will formally notify the Partner that the suspension procedure is not continued.

The suspension will take effect the day the confirmation notification is sent by the contractor.

If the conditions for resuming payments are met, the suspension will be lifted. The Contractor will formally notify the Coordinator.

## Article 17 – Suspension of the sub-project implementation by the Coordinator

The Coordinator may suspend implementation of the action or any part of it, if exceptional circumstances — in particular force majeure — make implementation impossible or excessively difficult.

The Coordinator must immediately formally notify to the Contractor about the suspension, stating:

* the reasons why and
* the expected date of resumption.

The suspension will take effect the day this notification is received by the Contractor. Once circumstances allow for implementation to resume, the Coordinator must immediately formally notify the Contractor and request an amendment of the Agreement to set the date on which the action will be resumed, extend the duration of the action and make other changes necessary to adapt the action to the new situation — unless the Agreement or the participation of the Coordinator has been terminated.

The suspension will be lifted with effect from the resumption date set out in the amendment. This date may be before the date on which the amendment enters into force.

Costs incurred during suspension of the action implementation are not eligible.

## Article 18 – Suspension of the sub-project implementation by the Contractor

The Contractor may suspend implementation of the action or any part of it, if:

(a) the Partner (or a natural person who has the power to represent or take decisions on its behalf) has committed or is suspected of having committed:

* substantial errors, irregularities or fraud or
* serious breach of obligations under the Agreement or during the award procedure (including improper implementation of the action, submission of false information, failure to provide required information, breach of ethical principles);

(b) the Partner (or a natural person who has the power to represent or take decisions on its behalf) has committed — in other EU or Euratom 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, or

(c) the action is suspected of having lost its scientific or technological relevance.

Before suspending implementation of the action, the Contractor will formally notify the Coordinator:

* informing it of its intention to suspend the implementation and the reasons why and
* inviting it to submit observations within 30 days of receiving notification.

If the Contractor does not receive observations or decides to pursue the procedure despite the observations it has received, it will formally notify confirmation of the suspension. Otherwise, it will formally notify the Coordinator that the procedure is not continued.

The suspension will take effect five days after confirmation notification is received (or on a later date specified in the notification).

It will be lifted if the conditions for resuming implementation of the action are met.

The Coordinator will be formally notified that the suspension was lifted and the Agreement will be amended to set the date on which the action will be resumed, extend the duration of the action and make other changes necessary to adapt the action to the new situation — unless the Agreement has already been terminated.

The suspension will be lifted with effect from the resumption date set out in the amendment. This date may be before the date on which the amendment enters into force.

Costs incurred during suspension are not eligible.

The Partners may not claim damages due to suspension by the contractor.

Suspension of the action implementation does not affect the Contractor’s right to terminate the Agreement or participation of the partner, reduce the grant or recover amounts unduly paid.

## Article 19 – Force majeure

‘Force majeure’ means any situation or event that:

* prevents the parties from fulfilling their obligations under the Agreement,
* was unforeseeable, exceptional situation and beyond the parties’ control,
* was not due to error or negligence on their part (or on the part of third parties involved in the action), and
* proves to be inevitable despite exercising all due diligence.

The following cannot be invoked as force majeure:

* any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure,
* labour disputes or strikes, or
* financial difficulties.

Any situation constituting force majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects.

The parties must immediately take all the necessary steps to limit any damage due to force majeure and do their best to resume implementation of the action as soon as possible.

The party prevented by force majeure from fulfilling its obligations under the Agreement cannot be considered in breach of them.

# CHAPTER 7: FINAL PROVISIONS

## Article 20 – Communication between the parties

20.1 Form and means of communication

Communication under the Agreement (information, requests, submissions, ‘formal notifications’, etc.) must be made in writing and bear the number of the Agreement.

Contact for formal communication are as follows:

* for the Contractor: email, contact person,
* for the Coordinator: email, contact person.

All communications to the Contractor must be performed by the Coordinator. The Coordinator communications on behalf of all Partners.

## Article 21 – Amendments to the Agreement

The Agreement may be amended, unless the amendment entails changes to the Agreement which would call into question the decision awarding the grant or breach the principle of equal treatment of applicants.

Amendments may be requested by any of the parties.

The party requesting an amendment must submit a written request.

The request for amendment must include:

* the reasons why;
* the appropriate supporting documents.

If the party receiving the request agrees, it must sign the amendment within 15 days of receiving notification.

If it does not agree, it must formally notify its disagreement within the same deadline. The deadline may be extended, if necessary for the assessment of the request. If no notification is received within the deadline, the request is considered to have been rejected.

An amendment enters into force on the day of the signature of the receiving party.

An amendment takes effect on the date agreed by the parties or, in the absence of such an agreement, on the date on which the amendment enters into force.

## Article 22 – Applicable law and settlement of disputes

The Agreement is governed by the applicable EU law, supplemented if necessary by the law of Slovenia.

If a dispute concerning the interpretation, application or validity of the Agreement cannot be settled amicably, the General Court — or, on appeal, the Court of Justice of the European Union — has sole jurisdiction. Such actions must be brought under Article 272 of the Treaty on the Functioning of the EU (TFEU).

If a dispute concerns administrative sanctions, offsetting or an enforceable decision under Article 299 TFEU (see Articles 44, 45 and 46), the partners must bring action before the General Court — or, on appeal, the Court of Justice of the European Union — under Article 263 TFEU.

## Article 23 – Entry into force of the Agreement

The Agreement will enter into force on the day of the last signature.

|  |  |
| --- | --- |
| For [NAME]  (the Coordinator)  Mr/Ms [NAME SURNAME]  [POSITION\_IN\_COMPANY]  Signature  Done at \_\_\_\_\_\_\_\_\_\_ on DD/MM/2025 | For University of Primorska  (The Contractor)  Prof. Klavdija Kutnar, PhD  rector  Signature  Done at\_\_\_\_\_\_\_\_\_\_ on DD/MM/2025 |