



Blue Phoenix Group

AWARD CONTRACT AGREEMENT

THE UNDERSIGNED:

1. **Blue Phoenix Group B.V.**, a company with limited liability incorporated under the laws of the Netherlands, having its registered office at Watermanweg 106a, 3067 GG, Rotterdam, the Netherlands, as the **“Coordinating Beneficiary”**

And

2. **Company XXX**, a company incorporated under the laws of **COUNTRY**, having its registered office at **ADDRESS**, as the **“Contractor”**

WHEREAS:

- a On **DD-MM-YY** Coordinating Beneficiary has concluded a Grant Agreement with the European Union (EU) with reference number LIFE19 CCM/NL/001219, Version LIFE January 2020, (hereinafter referred to as the **“GA”**). This agreement creates certain obligations for Contractor(s) of Coordinating Beneficiary, these articles are attached as **Appendix A (Appendix 1 to the GA)**;
- b The Coordinating Beneficiary and the Contractor wish to enter into an Award Contract Agreement (hereinafter referred to as the **“ACA”**) in order to further outline the mutual duties and responsibilities as laid down in the GA.
- c The parties hereby would like to specify the terms of their agreement in the present ACA.

HAVE AGREED AS FOLLOWS:

Article 1 Definitions

- 1.1 All definitions referred to in the ACA are derived from the original GA and are mandatory to be included in the ACA as per GA.

Article 2 Responsibilities Contractor

- 2.1 Contractor herewith declares to comply and fulfill all duties as set forth in the ACA related to the Contractor. Contractor will ensure that all responsibilities towards the Coordinating Beneficiary (e.g. reporting, finance, communication) will be carried out as agreed with Coordinating Beneficiary. Contact details and reporting schedules and formats will be agreed upon within 4 weeks of signing the ACA. Coordinating Beneficiary will support Contractor in delivering specific information in accordance with the requirements.
- 2.2 By signing the ACA, the Contractor accepts the conditions including Appendix A and agrees to implement the project, acting on its own responsibility.

Article 3

- 3.1 In case of breach of articles in the ACA, Contractor will be obliged to report the breach to the Coordinating Beneficiary.

Article 4 Applicable law

- 4.1 This agreement is governed exclusively by the laws of The Netherlands.

Article 5 Final Provisions

- 5.1 Any change, modification or amendment to this ACA may be affected only and exclusively by a numbered and written Addendum to be valid.
- 5.2 Any notice, demand or other communication by either party shall be sent by courier or registered mail addressed to the other party at its registered address as indicated in the above.
- 5.3 This ACA in conjunction with its Conditions and Appendices contains the entire agreement between the parties at the date hereof and replaces and supersedes all previous agreements, written or oral in respect of the subject matter hereof.



**Blue Phoenix
Group**

Signed in duplicate on **Month, Day, Year.**

Blue Phoenix Group B.V., as the Coordinating Beneficiary

By:
Represented by:
Title:

Company XXX, as the Contractor

By:
Represented by:
Title:



Appendix A

Clauses - from GA Appendix I General Conditions – applicable to Contractor of beneficiary

ARTICLE II.4 - LIABILITY FOR DAMAGES

- II.4.1 The Agency and/or coordinating beneficiary may not be held liable for any damage caused or sustained by any of the Contractor, including any damage caused to third parties as a consequence of or during the implementation of the project.
- II.4.2 Except in cases of force majeure, the Contractor must compensate the Agency and/or Coordinating Beneficiary for any damage it sustains as a result of the implementation of the project or because the project was not implemented in full compliance with the Agreement.

ARTICLE II.5 - CONFLICT OF INTERESTS

- II.5.1 The Contractor must take all necessary measures to prevent any situation of conflict of interests.
- II.5.2 The Contractor must inform the Coordinating Beneficiary without delay of any situation constituting or likely to lead to a conflict of interests. They must take immediately all the necessary steps to rectify this situation.

The Agency and/or Coordinating Beneficiary may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

ARTICLE II.6 - CONFIDENTIALITY

- II.6.1 During implementation of the project and for five years after the payment of the balance, the parties must treat with confidentiality any confidential information and documents.
- II.6.2 The parties may only use confidential information and documents for a reason other than to fulfil their obligations under the Agreement if they have first obtained the prior written agreement of the other party.
- 11.6.3 The confidentiality obligations do not apply if:
 - (a) the disclosing party agrees to release the other party from those obligations;
 - (b) the confidential information or documents become public through other means than a breach of the confidentiality obligations;
 - (c) the disclosure of the confidential information or documents is required by law
 - (d) the Agency/Coordinating Beneficiary shares confidential information or documents with the European Commission.
- 11.6.4 The external monitoring team shall act under the same confidentiality rules as those stipulated for the beneficiaries and the Agency.

ARTICLE II.9 -PRE-EXISTING RIGHTS AND OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

II.9.1 Ownership of the results by the beneficiary

The Coordinating Beneficiaries retain ownership of the results of the project, including industrial and intellectual property rights, and of the reports and other documents relating to it, unless stipulated otherwise in the Agreement.

With a view to promoting the use of techniques or models favourable to the environment, the Coordinating Beneficiaries and their Contractors are encouraged to make available throughout the Union all documents, patents and know-how directly resulting from the project implementation, on non-discriminatory and reasonable commercial conditions.

II.9.2 Pre-existing rights

If the Agency/Coordinating Beneficiary sends the Contractor a written request specifying which of the results it intends to use, the Contractor must:

- (a) establish a list specifying all pre-existing rights included in those results; and
- (b) provide this list to the Agency/Coordinating beneficiary at the latest with the request for payment of the balance.

The Contractors must ensure that they or their affiliated entities have all the rights to use any pre-existing rights during the implementation of the Agreement.

II.9.3 Rights of use of the results and of pre-existing rights by the Union

The Contractor grant the Union and the Agency/Coordinating Beneficiary the following rights to use the results of the project:

- (a) for its own purposes and in particular to make available to persons working for the Agency/Commission, other Union institutions, agencies and bodies and to Member States' institutions, as well as to copy and reproduce in whole or in part and in an unlimited number of copies;
- (b) reproduction: the right to authorise direct or indirect, temporary or permanent reproduction of the results by any means (mechanical, digital or other) and in any form, in whole or in part;
- (c) communication to the public: the right to authorise any display performance or communication to the public, by wire or wireless means, including making the results available to the public in such a way that members of the public may access them from a place and at a time individually chosen by them; this right also includes communication and broadcasting by cable or by satellite;
- (d) distribution: the right to authorise any form of distribution of results or copies of the results to the public;
- (e) adaptation: the right to modify the results;
- (f) translation;
- (g) the right to store and archive the results in line with the document management rules applicable to the Agency/Commission, including digitisation or converting the format for preservation or new use purposes;

- (h) where the results are documents, the right to authorise the reuse of the documents in conformity with Commission Decision 2011/833/EU of 12 December 2011 on the reuse of Commission documents if that Decision is applicable and if the documents fall within its scope and are not excluded by any of its provisions. For the sake of this provision, the terms 'reuse' and 'document' have the meanings given to them by Decision 2011/833/EU.
- (i) inclusion in widely accessible databases or indexes, such as via 'open access' or 'open data' portals, or similar repositories, whether freely accessible or accessible only upon subscription of the LIFE Key Project Indicators collected by the beneficiaries in relation to the project. The above rights of use may be further specified in the Special Conditions.

Additional rights of use for the Union may be provided for in the Special Conditions.

The Contractor must ensure that the Union has the right to use any *pre-existing rights* included in the results of the project. The *pre-existing rights* must be used for the same purposes and under the same conditions as applicable to the rights of use of the results of the project, unless specified otherwise in the Special Conditions.

Information about the copyright owner must be inserted in cases where the result is divulged by the Union. The copyright information must read: 'Year and name of the copyright owner. All rights reserved. Licenced to the European Union under conditions.'

If the Contractor grants rights of use to the Agency/Commission, this does not affect its confidentiality obligations under Article II.6.