FUNDING AGREEMENT

BETWEEN

[NAME OF THE CONTRIBUTING PARTNER]

AND

THE GLOBAL HEALTH EDCTP3 JOINT UNDERTAKING

## FUNDING AGREEMENT

This Funding Agreement (hereinafter “the Agreement”) is between the following parties:

on the one part,

[Name of the contributing partner], represented for the purposes of signing this Agreement by [name and function of the representative],

and

on the other part,

The Global Health EDCTP3 Joint Undertaking (hereinafter “the JU”) represented for the purposes of signing this Agreement by its Executive Director Michael Makanga,

hereinafter also referred to individually as “the Party” or jointly as “the Parties”.

## Article 1 – Purpose of the Agreement

Pursuant to articles 2, 9, 11 and 102 of Council Regulation 2021/2085 of 19 November 2021, the Agreement defines the rules for:

* The transfer of financial contributions from [name of the contributing partner] to the JU or beneficiaries of its grant agreements and the implementation of tasks related to these contributions by the JU;
* [The sharing of information between [name of the contributing partner] and the JU, in particular in relation to relevant grant agreements and documents stemming from their implementation;]
* [The appointment of observers proposed by [name of the contributing partner] for the evaluation of proposals;]
* [The involvement of [name of the contributing partner] in the assessment of reports and deliverables stemming from the implementation of relevant grant agreements.]

## Article 2 - Entry into force and implementation period

**Entry into force**

2.1 The Agreement shall enter into force on the date when the last Party signs it.

**Implementation period**

2.2 The implementation period of the Agreement shall start on [the date of entry into force of the Agreement] [date].

2.3 The implementation period of the Agreement shall end on XX.

## Article 3: Definitions

For the purposes of this Agreement, the following definitions apply:

1. “Financial contributions” means contributions by the [name of the contributing partner] pursuant to articles 2, 9 and 11 the Council Regulation (EU) 2021/2085 of 19 November 2021.
2. “JU’s Regulations and Rules” means the Horizon Europe Regulation 2021/695, the EU Financial Regulation 2024/2509, the Council Regulation 2021/2085 establishing the Joint Undertakings under Horizon Europe and the JU’s Financial Rules.
3. “Days” means calendar days.

## Article 4: Financial contributions to operational activities by [name of the contributing partner]

4.1 Obligations of the Parties

1. Both Parties are responsible for compliance with and implementation of the provisions of this Agreement regarding financial contributions to operational activities by [name of the contributing partner].
2. The [name of the contributing partner] is responsible for the timely and accurate payment of the financial contributions to operational activities and the JU is responsible for the implementation of the tasks relevant to those contributions as defined in this Agreement.

4.2 **Amounts and payment arrangements**

1. The total amount of the financial contribution from [name of the contributing partner] shall be EUR [ ].
2. The financial contribution shall be transferred [to the JU] [to beneficiaries of relevant grant agreements in the scope of this agreement].

c) The JU will communicate to [name of the contributing partner] the exact schedule of payment and amounts required in a request for payment taking due account to the rules laid down below, the relevant grant agreement(s), the total financial contribution amount, the amounts owed to the beneficiaries to be supported by [name of the contributing partner] and the proportion of the costs allocated to them in the context of a given payment. [name of the contributing partner] must transfer payments according to the following general rules:

[In case of payment to the JU:

A sum must be paid to the JU XX days before the payment of the pre-financing to beneficiaries is due by the JU.

A sum must be paid to the JU XX days before the payment of the interim payment to beneficiaries is due by the JU.

A sum must be paid to the JU XX days before the payment of the final payment to beneficiaries is due by the JU.]

[In case of payment to the beneficiaries:

Sums must be paid to the relevant beneficiaries as pre-financing within the deadlines laid down in the grant agreement.

Sums must be paid to the relevant beneficiaries as interim payment(s) within the deadlines laid down in the grant agreement.

Sums must be paid to the relevant beneficiaries as final payment within the deadlines laid down in the grant agreement.]

d) Adjustments to the amounts may be made taking into account amendments to grant agreements, the assessment of financial reports to the JU provided by beneficiaries or where relevant the Certificates on Financial Statements (CFS), or audit findings and conclusions.

The final amount of the financial contribution may be reviewed and decreased in case the effective final grant amounts are lower than the maximum grant amounts established in the relevant grant agreements.

e) The [name of the contributing partner] shall make payments to the JU’s bank account as indicated below:

Name of bank: ING BELGIQUE

Address of branch: WETSTRAAT 200, 1040 BRUSSELS (BELGIUM)

Precise denomination of the account holder: EC GHED RECEIPS EUR

 Full account number (including bank codes): BE75 3751 1375 8851

 SWIFT code: BBRUBEBB

f) In case of late payment of the amounts the following conditions apply:

i) upon expiry of the time limits for payments specified in this agreement and in the requests for payment, the JU shall receive interest on late payment based on the rate applied by the European Central Bank for its main refinancing operations in EUR (Reference Rate), increased by three and a half percentage points. The Reference Rate shall be the rate in force on the first day of the month in which the time limit for payment expires, as published in the C series of the Official Journal of the EU;

ii) interest on late payment shall cover the period running from the day following the due date for payment, up to and including the date of actual payment. Any partial payment shall first cover the interest.

g) In case the amount is not paid to the JU by the payment deadline as set out in the request for payment, the JU shall take any necessary legal action against [name of the contributing partner] for the payment of the amount due, increased by interest as defined in Article 4.2(f).

## Article 5: Tasks of the JU

The JU shall act as granting authority in the context of [topic] [project, grant agreement number].

This includes in particular:

- running the call for proposals;

- organising the evaluation of proposals;

- awarding grants;

- preparing and signing grant agreements;

- monitoring the projects, including assessing technical and financial reports and deliverables;

- paying beneficiaries.

## Article 6: Information between the JU and the [name of the contributing partner]

6.1 Upon request, each Party shall provide to the other Party any information necessary for the verification of compliance with the obligations under this Agreement.

6.2 Each Party shall also inform the other Party, without delay, of any of the following situations:

1. Any substantial changes to its system, rules or procedures that relate to the payment and the management of the financial contributions;
2. Any substantial change in its legal, financial, technical, organisational or ownership situation;
3. Any fraud or irregularity which comes to its attention that relate to the payment and the management of the financial contributions, and any situation which may give rise thereto and the measures taken;
4. Any event that relates to the payment and the management of the financial contributions that may harm the financial interests of the other Party;
5. Any event which may adversely affect, delay or jeopardise performance of the obligations under this Agreement or a Contribution Agreement.

6.3 Without prejudice to the provisions of the JU’s Regulations and Rules and in accordance with Regulation 2018/1725[[1]](#footnote-1), the JU may provide information to the [name of the contributing partner] regarding the activities funded by the financial contributions provided by the [name of the contributing partner] to enable the [name of the contributing partner] to fulfil its financial reporting obligations.

6.4 Without prejudice to the provisions of the rules applicable to [name of the contributing partner] [and in accordance with Regulation 2016/679[[2]](#footnote-2)], the [name of the contributing partner] shall provide all necessary information to the JU regarding the financial contributions provided to the JU to enable the JU to fulfil its obligations in line with the JU’s Regulations and Rules, such as its obligations relevant to financial reporting, evaluation and monitoring activities.

## Article 7: Suspension of payments of financial contributions

7.1 [name of the contributing partner] may suspend payments if [name of the contributing partner] has proof that substantial errors, irregularities, or fraud in the implementation of the tasks, or breach of substantial obligations under this Agreement have been committed by the JU.

7.2 Before suspension, [name of the contributing partner] shall formally notify the JU of its intention to suspend, inviting it to make observations within thirty (30) days from the receipt of the notification. If the JU does not submit observations, or if - after examination of the observations submitted by the JU - [name of the contributing partner] decides to pursue the suspension, [name of the contributing partner] shall confirm the suspension of payments. The suspension shall take effect on the date the notification is sent by [name of the contributing partner].

7.3 During the period of suspension of payments and without prejudice to the right to terminate the Agreement in accordance with Article 11, the JU is not entitled to submit any request for payments referred to in Article 4, when paragraph Article 7.1 applies in relation to this Agreement.

Requests for payments may again be submitted as soon as possible after resumption of payments or may be included in the first request for payment due following resumption of payments.

## Article 8: Recovery regarding financial contributions

Recovery from the recipients

8.1 [The JU] [name of the contributing partner] shall recover from the recipients any amount that was paid to them but is not due under the terms of their grant agreement, contract or prize award decision.

8.2 [The JU] [name of the contributing partner] shall take any necessary legal action for that purpose.

Recovery by [name of the contributing partner] from the JU

8.3 If any amount is to be recovered because it is not due under the terms of the Agreement , the JU shall repay the amount due to [name of the contributing partner].

8.4 Before recovery, [name of the contributing partner] shall formally notify the JU of its intention to recover any undue amount, specifying the amount and the reasons for recovery and inviting the JU to make any observations within thirty (30) days from the date of receipt of the notification. If, after examination of the observations submitted by the JU or if the JU does not submit any observations, [name of the contributing partner] decides to pursue the recovery procedure, it may confirm recovery by formally notifying a debit note specifying the terms and the date for payment.

8.5 If the JU does not make the payment by the date specified in the debit note, [name of the contributing partner] shall recover the amount due by offsetting it against any amounts owed to the JU by [name of the contributing partner] or by taking legal action.

## Article 9: Communication and visibility regarding financial contributions

9.1 The JU shall take all appropriate measures to publicise the fact that the tasks have received funding from [name of the contributing partner]. Information given to the press, as well as all related publicity material, official notices, reports and publications shall:

* acknowledge that the activity was carried out using [name of the contributing partner]’s funding;
* include the following text: “*The Global Health EDCTP3 Joint Undertaking is funded by the European Union, the EDCTP Association and the [name of the contributing partner]*”,

9.2 The JU shall ensure that reports, publications, press releases and updates relevant to the tasks are communicated to the addresses stated in this Agreement in advance of the publication of such reports, publications, press releases and updates.

9.3 The [name of the contributing partner] may publicise the financial contributions through any appropriate means, such as its website, social media channels, monthly newsletter and annual report.

9.4 The Parties shall consult each other immediately and endeavour to remedy any detected shortcomings in implementing the visibility requirements set out in this Article.

## Article 10: Amendment to the Agreement

10.1 Any amendment to this Agreement shall be set out in writing in an addendum signed by both Parties.

10.2 The requesting Party shall request in writing any amendment thirty (30) days before the amendment is intended to enter into force and no later than thirty (30) days before the end of the implementation period as defined in Article 2.3 of this Agreement, unless there are special circumstances, duly demonstrated by the requesting Party, and accepted by the other Party. The other Party shall notify its decision regarding the amendment proposed in due time and in any case no later than thirty (30) days after the date when the amendment request was received.

10.3 Amendments shall enter into force on the date on which the last Party signs or on the date of approval of the request for amendment.

## Article 11: Termination

11.1 The Agreement shall be automatically terminated if the JU is wound up, in accordance with Article 11(6) of Council Regulation 2021/2085 establishing the Joint Undertakings under Horizon Europe.

11.2 Without prejudice to any other provision of this Agreement and with due regard to the principle of proportionality, the Parties may terminate the Agreement if one Party:

* fails to fulfil a substantial obligation incumbent on it under the terms of the Agreement;
* is guilty of misrepresentation or submits false or incomplete statements to obtain the contribution or provides reports that do not reflect reality to obtain or keep the contribution without cause;
* is bankrupt or in the process of being wound up, or is subject to any other similar proceedings.

11.3 Before terminating the Agreement, the Party requesting the Termination shall formally notify the other Party of its intention to terminate, inviting it to make observations (including proposals for remedial measures) within thirty (30) days from the receipt of the notification. Neither Party shall be entitled to claim indemnity by the other Party on account of the termination of this Agreement.

11.4 If, at any time, either Party believes that the purpose of the Agreement can no longer be effectively or appropriately fulfilled, it shall consult the other Party. Failing agreement on a solution, either Party may terminate the Agreement by serving sixty (60) days written notice. In this case, the final amount shall cover payment of contributions remaining to be paid.

11.5 In the event of termination, a request for payment of the balance shall be submitted.

## Article 12: Confidentiality

 12.1 The Parties shall both preserve the confidentiality of any document, information or other material directly related to the implementation of the tasks that is communicated as confidential or which falls within the confidentiality obligation of the JU towards its members and other participants under Article 33 of the Council Regulation 2021/2085 establishing the Joint Undertakings under Horizon Europe.

12.2 The Parties shall obtain each other’s prior written consent before publicly disclosing such confidential information unless:

1. the communicating Party agrees in writing to release the other Party from the earlier confidentiality obligations; or
2. the confidential information becomes public through other means than in breach of the confidentiality obligation by the Party bound by that obligation; or
3. the disclosure of confidential information is required by law.

12.3 The Parties shall remain bound by confidentiality for five (5) years after the end of implementation period as defined in Article 2.3 of this Agreement or longer as specified by the communicating Party at the time of communication.

## Article 13: Protection of personal data

13.1 Any personal data under this Agreement shall be processed in accordance with Regulation 2018/1725[[3]](#footnote-3) by the JU and with Regulation (EU) 2016/679[[4]](#footnote-4) by [name of the contributing partner][[5]](#footnote-5). The personal data shall in principle be processed within the territory of the European Economic Area and shall not leave that territory. In cases where the data is to be processed outside the territory of the European Economic Area, explicit authorisation from the JU is required and a specific data protection arrangement must be concluded between the Parties.

Personal data shall be:

* processed lawfully, fairly and in a transparent manner in relation to the data subject;
* collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
* adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
* accurate and, where necessary, kept up-to-date;
* kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; and
* processed in a manner that ensures appropriate security of the personal data.

The data subjects whose personal data are processed shall have, among other rights, the right of access to their personal data and the right to rectify such data. Should they have any queries concerning the processing of their personal data, they shall address them to the data controller. They shall have the right of recourse at any time to the European Data Protection Supervisor.

13.2 The JU shall ensure that recipients process personal data in compliance with Regulation (EU) 2018/1725[[6]](#footnote-6) whenever the processing is done on behalf of the JU, and in compliance with Regulation (EU) 2016/679[[7]](#footnote-7) in any other circumstance; that they grant their personnel access only to the personal data that is strictly necessary for implementing, managing and monitoring the legal commitment; that they inform the personnel whose personal data are processed by the JU; and that the processing is in accordance with any joint-controllership arrangement relating to processing operations on the EU Funding & Tenders Portal, where relevant.

## Article 14: Accounts and archiving

Accounting

14.1 The Parties shall keep accurate and regular records and accounts of the payment of the contributions and the implementation of the tasks in accordance with their Financial Rules.

Archiving

14.2 The Parties shall keep all the original supporting documents relating to payment of the contributions and implementation of the tasks, in accordance with their Financial Rules.

**Article 15: Communication language and contacts**

15.1 All communications between the Parties in connection with the Agreement and its implementation shall be in English.

15.2 Any communication relating to the Agreement and its implementation shall be in writing.

15.3 Any communication relating to the Agreement and its implementation, and requests for changes to bank account arrangements shall be sent to:

For [name of the contributing partner]

[name of the contributing partner]

Address

E-mail address:

 For the JU

Global Health EDCTP3 Joint Undertaking

White Atrium

TO 56

1049 Brussels

BELGIUM

E-mail address:

15.4 Ordinary mail shall be deemed to have been received on the date on which it is officially registered at the address referred to above.

15.5 Electronic communications shall be confirmed by an original signed paper version of that communication if requested by any of the Parties, provided that this request is submitted without unjustified delay. The sender shall send the original signed paper version without unjustified delay.

15.6 Electronic communication is deemed to have been received by the receiving party on the day of successful dispatch of that communication, provided that it is sent to the addressees listed above. Dispatch shall be deemed unsuccessful if the sending party receives a message of non-delivery. In this case, the sending party shall immediately send again such communication to any of the other addressees listed above. In case of unsuccessful dispatch, the sending Party shall not be held in breach of its obligation to send such communication within a specific deadline.

## Article 16: Applicable law and settlement of disputes

16.1 The Parties shall endeavour to settle amicably any disputes or complaints relating to the interpretation, application or validity of the Agreement, including their existence or termination.

16.2 This Agreement is governed by EU law, complemented if necessary by Belgian law.

16.3 In the absence of an amicable settlement in accordance with Article 18.1, 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).

## Article 17: Annexes

The following documents are annexed to this Agreement and form integral part of the Agreement:

**Annex I: Specific arrangements**

|  |  |
| --- | --- |
| **For the Global Health EDCTP3** **Joint Undertaking** | **For [name of the contributing partner]** |
| Name: Michael Makanga |  | Name: |  |
| Position: Executive Director |  | Position: |  |
| Signature: |  |  Signature: |  |
| Date: |  | Date: |  |

1. Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (Text with EEA relevance.), OJ L 295, 21.11.2018, p. 39–98 [↑](#footnote-ref-1)
2. 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 (General Data Protection Regulation), OJ L 119, 4.5.2016, p. 1–88 [↑](#footnote-ref-2)
3. Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (Text with EEA relevance.), OJ L 295, 21.11.2018, p. 39–98 [↑](#footnote-ref-3)
4. 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 (General Data Protection Regulation), OJ L 119, 4.5.2016, p. 1–88 [↑](#footnote-ref-4)
5. Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (Text with EEA relevance.), OJ L 295, 21.11.2018, p. 39–98 [↑](#footnote-ref-5)
6. Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (Text with EEA relevance.), OJ L 295, 21.11.2018, p. 39–98 [↑](#footnote-ref-6)
7. 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 (General Data Protection Regulation), OJ L 119, 4.5.2016, p. 1–88 [↑](#footnote-ref-7)