**EUROMED Clusters Forward
Delegation agreement**

Agreement number: DA-ECF-XXXX-XX

Delegated Affiliated Entity (in charge of the operation): XXXX

Name of the operation (s): XXXX

Budget of the operation(s): XXXX EUR

The EUROMED Clusters Forward consortium

represented by ANIMA Investment Network as Coordinator of the project

hereafter referred to as the “Delegating Authority”

of the one part

And

Name of the Affiliated Entity

hereinafter referred to as “Delegated Affiliated Entity”

on the other hand

The “Parties” have agreed as follows:

Context

In the framework of the project EUROMED Clusters Forward “Enhancing cluster cooperation with the South Neighborhood countries” (Grant Contract ENI/2021/429-592) the Delegation Agreement sets out the conditions under which the activities are delegated to an Affiliated Entity.

1. Object

1.1. The purpose of this Delegation Agreement is to provide financial assistance for the implementation of an operation in the framework of the EUROMED Clusters Forward project.

1.2. The Delegated Affiliated Entity, as legal entity listed in Article 7.1.1 of Special Conditions of the Grant Contract, shall be fully responsible for the implementation of the operation as described in annex A.

1.3. The Delegated Affiliated Entity assumes to comply with all the conditions established in this Delegation Agreement and annexes.

1.4. The Delegating Authority shall use these conditions as basis for evaluating results and calculating the corresponding financial support.

1. Implementation period

2.1. This Delegation Agreement shall come into force when the last of the two Parties signs. The operational period shall commence on XXXXX.

2.2. The operational period shall end on XXXX.

1. Description of the operation

Title:

Duration (in months):

Location(s):

Sector(s):

Countries targeted:

Cf. Annex A Description of the operation.

1. Budget & eligible expenditure

4.1 The total budget of the operation has been estimated at XXXX euros (cf. Annex B Budget of the operation) which includes a percentage of 7% of the direct eligible costs for the administrative costs. This budget is subject to change but only with the written agreement of both parties.

4.2 The Delegated Affiliated Entity undertakes to respect the list of eligible costs as described in Article 14 of Annex II of the Grant Contract and in the Procedure guide

Duties, taxes and charges, including VAT, related to the purposes of the Project, are eligible provided that they are not recoverable by the Delegated Affiliated Entity.

In compliance with the Article 14.11 of Annex II of the Grant Contract, salary bonuses included in staff costs (i) are not eligible.

1. Amount supported by EUROMED Clusters Forward

5.1. The Delegating Authority undertakes to finance the operation up to a maximum of 90% of the amount estimated for the operation in 4.1. This amount is considered as a ceiling. The Delegated Affiliated Entity commits itself to co-finance the remaining 10%.

5.2. The actual amount of funding will be calculated on the basis of the actual eligible expenses verified by the Delegating Authority, and under the ceiling defined for the operation.

5.3. The Delegating Authority may in due cause reduce the global financial support initially established if an operation is incorrectly or partially implemented or is delayed.

5.4.Management fees representing 4.9% of the total amount of the direct reported costs considered eligible will be deducted from the payments transferred to the Delegated Affiliated Entity. This disposal allows the Delegating Authority to co-finance the costs of the Project tender procedure, external expenditure verification missions and its overall coordination (internal and external).

5.5. In compliance with Article 15.1 of Annex II of the Grant Contract, the total sum of pre-financing installments may not exceed 90% of the total amount of the EU contribution (i.e. 90% of the 90% of the operation overall budget). Consequently, the total amount of the pre-financing payments transferred to the Delegated Affiliated Entity by the Delegating Authority will represent a maximum of 90% of the EU contribution (before the deduction of the managements fees).

The final balance (i.e. the remaining 10% of the EU contribution) will be transferred upon approval of the final report by the EC at the end of the project.

5.6. Payments shall be made in euros and instalments shall proceed as follows:

* 1) An advance to be settled once the Delegation agreement is signed and no more than three months before the beginning of the operational period defined in 2.1.
The amount shall correspond to 33% of 90% of the EU contribution for the operation, (i.e. 30% of the EU contribution and 27% of the estimated budget defined in 4.1).
* 2) Intermediary payments up to 75% of the EC contribution for the operation (90% of the eligible costs) based on the incurred costs reviewed by the team after the deduction of the advance already received and the deduction of the management fees (4.9% of the direct costs). These intermediary payments will be possible before the activity is complete upon presentation of an intermediary narrative and financial report. The expenditure exceeding the budget per main heading will not be taken into consideration.
* 2) A post-operation payment based on the incurred eligible expenses reviewed by the Delegating Authority after completion of the operation and submission of the final narrative and financial report mentioned in 8.3.

The amount shall correspond to the EU contribution for the operation based on the incurred costs (i.e. 90% of the actual eligible expenses capped at the defined budget in 4.1) after the deduction of the advance already received, the deduction of the management fees (cf. article 5.4) and the 10% deduction of the EU contribution to be settled at the end of the project.

* 3) The final balance (i.e. the remaining 10% of the EU contribution) will be transferred upon approval of the final report by the EC.

5.7. Exchange rate: please refer to the procedure guide.

1. No profit

6.1 The operation may not produce a profit for the Delegated Affiliated Entity. Profit is defined as a surplus of the receipts over the eligible costs approved by the EC.

6.2 Where the operation would result in a profit, the EU funding shall be reduced by the percentage of the profit corresponding to the final EU contribution to the eligible costs actually incurred approved by the EC.

1. Procurement procedures

7.1 If the implementation of the operation requires procurement by Delegated Affiliated Entity, the contract must be awarded to the tender offering best value for money (i.e. the tender offering the best price-quality ratio) or, as appropriate, to the tender offering the lowest price, in accordance with the principles of transparency and fair competition for potential contractors and taking care to avoid any conflicts of interest. To this end, the Delegated Affiliated Entity respect the principles and rules (‘Rule of Nationality’ and ‘Rule of Origin’) prescribed in Annex IV of the Grant Contract and implement the procurement procedures according to the thresholds indicated in the Project Procedure Guide.

7.2 Contracts the amount of which exceeds EUR 10 000 (VAT incl.) shall be awarded under the competitive negotiated procedure:

* The Delegated Entity launches an open tender procedure or invite candidates of its choice to submit tenders (at least 3 offers shall be received). Where the Delegated Entity does not launch an open tender procedure it shall justify the choice of tenderers that are invited to submit an offer.
* An evaluation of the offers received shall be undertaken against objective criteria which enable measuring the quality of the offers and which take into account the price (the offer with the lowest price shall be awarded the highest score for the price criterion).
* The Delegated Entity shall keep sufficient and appropriate documentation with regard to the procedures applied and the award decision.
* A report on the selection procedure shall be elaborated (see template in the procedure guide).
1. Obligations related to information and presentation of reports

8.1 The Delegated Affiliated Entity shall provide the Delegating Authority with all information related to the implementation of the operation.

8.2 Any major modification impacting the activity must be notified 30 days before the event date to the Delegating Authority: any change affecting the sub consortium composition, the event dates, the design, the implementation methodology, the overall budget, the venue and the attendance are considered major modifications.

8.3 The Delegated Affiliated Entity shall also prepare after the completion of each operation:

* A detailed narrative report describing the operation and its outputs based on the requested template;
* A detailed financial report including all supporting documents (Expenses List and scanned copies of all the reported costs & related supporting documents listed in the Procedure guide).

At the end of the operation: a summary technical report indicating the added value of the operation. + 1 month after the operation: a final result report on the BtoB meetings.

8.4. The financial part of the reports shall cover the entire operation, regardless of the part financed by the Delegating Authority.

8.5. All reports will have to be provided within 30 days after the completion of the operation including the final result report on the BtoB meetings.

8.6. The Delegating Authority may at any time request for any complementary information, which must be provided within 20 days of the date of the request.

8.7. Reports shall be drafted in the language of this Delegation Agreement.

1. Confidentiality

In accordance with Article 5 of Annex II of the Grant Contract, the Delegated Affiliated Entity undertakes to preserve the confidentiality of any information, notwithstanding its form, identified in writing as confidential until at least 5 years after the payment of the balance.

1. Keeping of documents

In accordance with Article 16.7 of Annex II of the Grant Contract, the Delegated Affiliated Entity shall keep, for the period of five years following the payment of the balance of the Project, all the Project documents, in particular reports and supporting documents, as well as accounts, accounting documents and any other document relevant to the activities and/or the financing of the Project either in their original forms (including in electronic form), or as a copy.

1. Personal data processing

11.1 The Delegated Affiliated Entity must process personal data under the Project in compliance with applicable EU and national law on data protection (including authorisations or notification requirements).

11.2 The Delegated Affiliated Entity may grant its personnel access only to data that is strictly necessary for implementing, managing and monitoring the Project. The Delegated Affiliated Entity must ensure that the personnel authorized to process personal data has committed itself to confidentiality or is under appropriate statutory obligation of confidentiality.

11.3 The Delegated Affiliated Entity must adopt appropriate technical and organizational security measures having regard to the risks inherent in the processing and to the nature, scope, context and purposes of processing of the personal data concerned. This is in order to ensure, as appropriate:

1. the pseudonymization and encryption of personal data;
2. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
3. the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
4. a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing;
5. measures to protect personal data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to personal data transmitted, stored or otherwise processed.

11.4 The Delegated Affiliated Entity undertakes to appoint a person in charge of personal data processing for the period of the Project implementation and until five years following the payment of the balance of the Project.

1. Ownership and use of results of the Project
	1. Foreground[[1]](#footnote-2)

The Beneficiaries agree and acknowledge that Foreground shall be owned by the the Delegated Affiliated Entity who carried out the work generating the Foreground, or on whose behalf such work was carried out.

* 1. Joint ownership

Work generating Foreground, which has been carried out by more than one the Delegated Affiliated Entity, shall be owned by all the Project Partners contributing thereto.

* 1. Transfer of Foreground

Each Delegated Affiliated Entity may transfer ownership of its own Foreground to any organization or entity it pleases, but will notify all the Delegating Authority.

* 1. Dissemination of training materials

Any use and/or distribution of the training material needs the written permission of the copyright owner. This rule applies also to the use of extracts or samples from the work Foreground.

1. Communication, publicity and dissemination of the Project results

13.1 The Delegated Affiliated Entity undertakes to follow the rules of the “Communication and Visibility Requirements for European Union External Actions” laid down and published by the EC, that can be found at: <https://ec.europa.eu/neighbourhood-enlargement/sites/near/files/visibility_requirements-near_english.pdf> as well as any other guidelines agreed between the EC and the Delegating Authority and the Project Procedure Guide on 'Communication and Visibility' elaborated by the Delegating Authority.

13.2 The Delegated Affiliated Entity undertakes to produce the deliverables set out for the Project and to make available for other Project Partners any relevant material that can be published (brochures, newsletters, etc.) produced within the framework of the Project.

**13.3 Respect of copyrights**

When creating any type of communication material, the Delegated Affiliated Entity is committed to acquiring the necessary licenses for the use of the photos to ensure that copyrights are respected.

The use of rights-managed (RM) images is subject to a non-transferable license fee based on several variable factors such as size, placement on your website, duration of use, and country, regardless of whether the intent of use is commercial or not. Publishing a photograph on a website or communication support without first acquiring a license to use it is likely to constitute an act of infringement. In the absence of a valid license, the final responsibility for infringement lies with the company that used the image (the end user).

The Delegated Affiliated Entity must be able to provide proof of a valid license for any image used in the project (purchase order, invoice, etc.). as described in the communication and visibility guide and commit themselves to appoint a person in charge of copyrights respecting for the period of the Project implementation and until five years following the payment of the balance of the Project.

1. Contact addresses

**For the Delegating Authority: ANIMA Investment Network**

Emmanuel Noutary, Project Director

Address: 13 rue Francis Davso 13001 Marseille France

Tel: +33 4 96 11 67 67 Email: emmanuel.noutary@anima.coop

**For the Delegated Affiliated Entity**

Institution: XXXX

Contact Name: XXXX

Address:

Tel: Email:

1. Termination of the agreement

15.1. The Agreement shall be terminated by any party in case of force majeure and if one party does not respect the conditions of this Agreement. A 15-day notice will be given to the other party.

15.2. The Delegating Authority reserves the rights to terminate the agreement if the results of its intermediary evaluations as set in article 8 are not satisfactory.

1. Recovery procedure

16.1. Where amounts have been improperly paid to the Delegated Affiliated Entity, or where a recovery procedure is justified under the terms of the cooperation agreement, the operator undertakes to reimburse to the Delegating Authority the amounts already paid which would be in excess of the final amount within 30 days after the date of issue of the debit note, the latter being the letter by which the Delegating Authority claims the amount due from the Delegated Affiliated Entity.

16.2. In addition, payments made do not preclude the possibility for the Delegating Authority to issue a recovery order as a result of an audit report, an audit or after verification of payment claims.

1. Compensation

Any amount to be reimbursed to the Delegating Authority (management fees, invoice, recovery, etc.) may be deducted from amounts of any kind due to the operator after informing him in advance.

1. Dispute settlement

18.1 In case of dispute arising in the execution of this Delegation Agreement, the parties shall do everything possible to settle amicably this dispute. To this end, they shall communicate their positions and any solution that they consider possible in writing, and meet each other at either’s request.

18.2 In case of failure to reach an amicable agreement, the dispute shall be submitted to the Marseilles Commercial Court and the applicable law is that of the country where the Delegating Authority is established (France).

1. Annexes

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

Annex A. Description of the operation

Annex B. Budget

Annex C. Grant Contract ENI/2021/429-592 (Special conditions, Annex I. Project logical framework & Annex II. General conditions, Annex IV. Procurement rules)

Annex D. Procedure Guide (Administration and Finance & Communication) & templates

**For the Delegating Authority Delegated Affiliated Entity[[2]](#endnote-2)**

**Emmanuel Noutary, General Delegate** **Name and title of legal representative**

**Date, place and signature** **Date, place and signature**

Stamp Stamp

1. Foreground means the results, including information, materials and knowledge, generated in the Project. [↑](#footnote-ref-2)
2. the signatory certifies that he/she has all the necessary authorisations for signing this Delegation Agreement engaging his/her organisation [↑](#endnote-ref-2)