

## LIST OF ALL SPECIAL CLAUSES APPLICABLE TO THE CLEAN SKY JU GRANT AGREEMENT FOR PARTNERS

### 1. PROJECT AIMING AT SUPPORTING RESEARCH ACTIVITIES WITH ONE SINGLE BENEFICIARY

All references to the "*beneficiaries*" or to the "*consortium*" or to the "*coordinator*" in this *grant agreement* and in the Annexes thereto shall be interpreted as references to the "*beneficiary*".

### 2. LATE PAYMENT OF THE PRE-FINANCING

Notwithstanding the provisions of Article 6, the *pre-financing* shall be paid not earlier than 45 days before the *start date* of the *project*.

### 3. LIMIT OF REIMBURSEMENT RATES FOR MEMBERS

Notwithstanding Article II.16, the reimbursement rate for [*name of beneficiary(ies)*] regarding research and technological development activities, and demonstration activities and other activities may reach a maximum of 50%.

### 4. BENEFICIARIES WITH COSTS INCURRED IN RELATION TO THE PROJECT BUT NO JU CONTRIBUTION

1. Costs incurred by the following *beneficiary(ies)* shall not be taken into consideration for determining the *JU financial contribution*:

- [*name of beneficiary*]

2. *Beneficiary(ies)* mentioned in the previous paragraph need to submit the reports mentioned in Article II.4.4 and [*is*] [*are*] not subject to financial audits and controls referred to in Article II.22.

### 5. THIRD PARTIES LINKED TO A BENEFICIARY [Joint Research Units (Unités Mixtes de recherche, unités propres de recherche etc.) EEIGs/groupings/affiliates]

1. The following third parties are linked to [*name of the beneficiary*]

--[*name of the legal entity*]

---[*name of the legal entity*]

2. This *beneficiary* may charge costs incurred by the above-mentioned third parties in carrying out the *project*, in accordance with the provisions of the *grant agreement*. These contributions shall not be considered as receipts of the *project*.

The third parties shall identify the costs to the *project* mutatis mutandis in accordance with the provisions of part B of Annex II of the *grant agreement*. Each third party shall charge its

eligible costs in accordance with the principles established in Articles II.14 and II.15. The *beneficiary* shall provide to the *JU*:

- an individual financial statement from each third party in the format specified in Form C. These costs shall not be included in the *beneficiary's* Form C
- certificates on the financial statements and/or on the methodology from each third party in accordance with the relevant provisions of this *grant agreement*.
- a summary financial report consolidating the sum of the eligible costs borne by the third parties and the *beneficiary*, as stated in their individual financial statements, shall be appended to the *beneficiary's* Form C.

When submitting reports referred to in Article II.4, the *consortium* shall identify work performed and resources deployed by each third party linking it to the corresponding *beneficiary*.

3. The eligibility of the third parties' costs charged by the *beneficiary* is subject to controls and audits of the third parties, in accordance with Articles II.22 and 23.

4. The *beneficiary* shall retain sole responsibility towards the *JU* and the *Union* and the other beneficiaries for the third parties linked to it. The *beneficiary* shall ensure that the third parties abide by the provisions of the *grant agreement*.

## **6. DEPARTMENTS/INSTITUTES ETC. WITHIN A LEGAL ENTITY THAT CAN IDENTIFY THEIR REAL INDIRECT COSTS**

[*Name of the department/institute etc.*], which is an integral part of *beneficiary* [*name of legal entity*] has an analytical accounting system which allows it to identify its actual indirect costs. Therefore, and notwithstanding the provisions of article II.15.3, [*name of the department/institute etc.*] may declare indirect costs in Clean Sky grant agreements based on its actual indirect costs, despite the fact that the *beneficiary* has opted for a flat rate.

## **7. SPECIAL CASE WHEN SECONDARY AND HIGHER EDUCATION ESTABLISHMENTS AND PUBLIC BODIES ARE THE COORDINATOR AND THERE IS AN "AUTHORISATION TO ADMINISTER" GIVEN TO A THIRD PARTY CREATED, CONTROLLED OR AFFILIATED TO THE COORDINATOR**

The bank account mentioned in Article 5 is the bank account of [*insert third party with an "authorisation to administer"*]. The *JU financial contribution* shall be paid to [*insert third party with an "authorisation to administer"*] which receives it on behalf of the *coordinator*, which in its turn receives it on behalf of the *consortium*. The payment of the *JU financial contribution* to this entity discharges the *JU* from its obligation on payments.

The *coordinator* may delegate the tasks mentioned in Article II.2.3 a), b) and c) to this entity. The *coordinator* retains sole responsibility for the *JU financial contribution* and for the compliance with the provisions of the *grant agreement*.