GRANT AGREEMENT

BETWEEN:

**Calouste Gulbenkian Foundation**, private legal person of public benefit, registered with the number 500 745 684 at the Lisbon Registry code of business 94991-R3, whose statutes were approved by Decree-Law No. 40690, of July 18, 1956, with headquarters in Avenida de Berna, 45 - A, Lisbon, Portugal, hereinafter referred to as FOUNDATION, duly represented by Pedro Calado, as Director of the Calouste Gulbenkian Foundation and Chairman of the European Media and Information Fund’s (EMIF) Management Committee;

AND

[full official name] [ACRONYM]

[official legal status or form]

[official registration No]

[official address in full]

[VAT/Tax number or equivalent],

represented for the purposes of signature of the Agreement by [forename and surname, function]

and the following other beneficiaries:

2. [full official name — established in [country]

3. [full official name — established in [country]

...

duly represented for the signature of the Agreement by the Lead Applicant by virtue of the mandate[s] included in Annex IV.

Unless otherwise specified, references to ‘BENEFICIARY’ include the Lead Applicant and all other beneficiaries mentioned above.

Which reciprocally accept and in good faith entered into this Grant Agreement governed by the following clauses:

**Clause One**

**(Object and** **duration)**

1. By this Agreement, the Parties establish the terms and conditions for granting the Project [name] selected under the European Media and Information Fund.
2. The FOUNDATION grants € […] ([…]) for the execution of the Project as set out in Annexes I, II and III of this Agreement.
3. The Project will be implemented within […] months, starting on […] and finishing on […].
4. Exceptionally, the FOUNDATION may authorise, when justifiable, the suspension of the Project or extension of the previously approved schedule if requested by the BENEFICIARY.

**Clause Two**

**(Payments and payment arrangements)**

1. The grant will be paid by the FOUNDATION to the BENEFICIARY by bank transfer in two instalments as follows:
	1. € […] ([…] euro) upon signature of this Agreement; 50%
	2. Up to € […] ([…] euro) upon receipt and approval of the final technical and financial report. 50%
2. The FOUNDATION makes gross payments to the BENEFICIARY. Payments to the BENEFICIARY discharge the FOUNDATION from its payment obligation. The BENEFICIARY will be responsible for all other required expenses for the correct performance of its duties agreed herein, namely but not limited to, other travel and living expenses, instruments and work supplies, insurance, and taxes.
3. All payments must be made to the Lead Applicant’s bank account as indicated below:

Name of bank: […]

Precise denomination of the account holder: […]

Full account number / IBAN code: […]

BIC/SWIFT code: […]

1. The applicable liability regime is limited joint and several liability with individual ceilings, whereby each beneficiary is liable up to the maximum grant amount allocated for its tasks within the Project.

**Clause Three**

**(Monitoring and evaluation)**

1. The FOUNDATION monitors the progress of the Project through follow-up or control actions as well as the evaluation of the material and financial execution and follow-up reports provided by the BENEFICIARY within the timeframes specified in the Call.
2. The BENEFICIARY accepts the grant and undertakes to use it in the Project and to:
	1. appoint a person dedicated to the full development and monitoring of the Project;
	2. perform all possible actions in view of the achievement of the objectives and targets set for the Project;
	3. authorise and facilitate any actions to monitor and/or audit the implementation of the Project by the FOUNDATION or by an entity designated by it; and
	4. hold a final closure meeting marking the end date of the Project, to which EMIF representatives shall be invited to attend, with a presentation of the main results, outcomes, and lessons learned.
3. The BENEFICIARY will monitor the implementation of the actions resulting from the support object of this Agreement and undertakes to deliver to the FOUNDATION a final report, up to two months after the completion date of the Project. The language of all the reports shall be English, and the currency used in financial reports shall be EURO.
4. The financial report shall be accompanied by a list of expenses in English, documenting the Project’s invoices/receipts to justify the spent amounts. Beneficiaries having their general accounts in a currency other than the EUR shall convert the costs incurred in another currency into EUR at the average of the daily exchange reference rates published by the European Central Bank, determined over the Project's corresponding reporting period.
5. In accordance with the legislation in force on Data Protection, the BENEFICIARY adopts the necessary measures, as responsible for data processing, which allows the possibility of disclosure by the FOUNDATION of data (including images) collected during the performance of the object of this Agreement.

**Clause Four**

**(Communication of the Project, publications, and intellectual property)**

1. From the date of signature of this Agreement, the BENEFICIARY undertakes to include the mention of the “EMIF managed by the Calouste Gulbenkian Foundation” in all means of communication of the Project’s actions according to the guidelines and using graphic files provided by the FOUNDATION. The BENEFICIARY must consult the FOUNDATION in advance whenever there is a need to produce any materials that imply the use of the EMIF logos. Any other use of the logos not directly related to the Project funded under this grant is, however, not allowed, unless prior consent has been requested and obtained.
2. Any Project-related publication by the BENEFICIARY shall include a disclaimer indicating that the sole responsibility for the content lies with the author(s) and the content may not necessarily reflect the positions of EMIF or the FOUNDATION. The full text of the disclaimer is available on the EMIF website and is not subject to any modification, it may, however, be translated into the language of the publication with a link to the EMIF fund included always when the medium of the publication allows.
3. The BENEFICIARY undertakes to share with the FOUNDATION relevant documents and materials produced under the Project (including reports, publications, brochures/leaflets, pictures/photos, audio-visual, multimedia, etc.) for any use that the FOUNDATION may undertake under the scope of EMIF. Any such use of copyrighted material produced by the BENEFICIARY as part of the Project shall always be without any type of alteration of said material and all intellectual property notices and disclaimers contained therein shall always be maintained.
4. The BENEFICIARY owns the intellectual property rights and copyright of all the materials produced in association with the Project but undertakes not to use them for for-profit purposes during the Project’s timeline, as stated in Clause One. For the avoidance of doubt, this shall not preclude the BENEFICIARY from continuing to use (and authorising any third party of its choice to use), for whatever purposes (including for-profit), during and/or after the Project, any of its preexisting material and knowledge and any material created separately from the Project in the course of its other activities (including while the Project is ongoing) that may be incorporated in the material produced as part of the Project. Free-of-charge license to use all the material produced under the Project is granted to the FOUNDATION. The BENEFICIARY agrees that the FOUNDATION includes information on the grant in its own periodic public reports, newsletter and/or publications. The BENEFICIARY is also authorised to include the present grant in its own periodic report, newsletter and/or publications.
5. The BENEFICIARY grants EMIF’s promoters, the FOUNDATION and EUI, a non-exclusive, transferrable, and royalty-free license on all copyrighted material produced throughout the Project, for the purposes of enabling them to populate their web portal sites (and/or affiliated websites) with updated fact-checks, thematic situation reports, studies and media literacy material. License transfers to other entities shall be subject to prior authorisation by the BENEFICIARY, which will not be unreasonably withheld, notably in case of transfers to one or more EDMO national hubs.

**Clause Five**

**(Communication between the Parties)**

Unless otherwise specified, which shall be communicated to the other Parties, the communications between the Parties will be made to the following addresses:

**Calouste Gulbenkian Foundation**

Av. de Berna, 45 A, 1067 - 001 Lisbon

To the attention of the EMIF Unit

+351 217 823 442

emif.factchecking@gulbenkian.pt / info@emifund.eu

[…]

[…]

To the attention of […]

T.

XXXX@XXX

**Clause** **Six**

**(Modifications)**

This Agreement may only be modified by means of a written document signed by both Parties.

**Clause Seven**

**(Confidentiality)**

1. The Parties agree to maintain confidentiality about all information by any means obtained in the scope and during the execution of this agreement, during the duration of this agreement and for a period of 5 (five) years following the termination of this agreement.
2. The preceding paragraph shall not be applicable to information that:
	1. is legitimately obtained from a third Party not bound by a commitment of confidentiality to any of the Parties;
	2. is already known to a Party, before and outside the scope of the Project, as evidenced by their archives;
	3. is already public knowledge at the time of receiving or becomes public knowledge, and there has been no breach of any of the Parties.
	4. is independently developed by a Party, without the use of the other Party’s confidential information;
	5. is approved for release by prior written authorisation of the disclosing Party.

**Clause Eight**

**(Data Protection)**

1. The personal data included in this Agreement (data of the signatories and contact details of each of the Parties) will be processed by the other Party for the purpose of managing the grant relationship, the basis of treatment being the legitimate interest of each of the Parties.
2. The personal data will be kept until the fulfilment of this relationship and including the prescription date of the potential damage responsibility arising from it.
3. After expiry, the data will be erased or, alternatively, anonymised.
4. The signatories are hereby informed of the following:
	1. The entities responsible for the processing of personal data are the Parties and the contact details of their respective Data Protection Officer or the unit responsible for it are the following:
		1. Contacts of the Privacy Committee of the Calouste Gulbenkian Foundation: privacidade@gulbenkian.pt;
		2. Contacts of the person responsible for Data Protection of the BENEFICIARY: […];
	2. They may contact the Parties regarding any issues related to the processing of data carried out in this context, as well as to the exercise of rights, through the contacts mentioned above, and may also make a complaint to the National Data Protection Commission if they consider that there is a failure to comply with the legal provisions on data protection by the Parties.

**Clause Nine**

**(Prevention of money laundering and terrorist financing)**

The Parties undertake to exchange and collect all necessary information for the complete fulfilment of the obligations in terms of prevention of money laundering and financing of terrorism under this Agreement, in particular, those provided for in Law No. 83/2017, of August 18th.

**Clause Ten**

**(Preventing and Combating Harassment)**

1. The BENEFICIARY guarantees that it promotes and adopts non-discriminatory behaviours, whether due to nationality, ethnicity, sex, age, physical disability, religion, sexual orientation, opinion or political affiliation, condemning any form of harassment, verbal or physical humiliation and coercion or threat.
2. The BENEFICIARY must also have implemented, in legal terms, measures to prevent and combat any and all exploitation, abuse and/or sexual harassment behaviour.

**Clause Eleven**

**(Environmental Sustainability)**

1. The BENEFICIARY undertakes to comply with current environmental legislation and to implement the best environmental management practices in production processes or associated with the execution of the Project, through a product or Project life cycle approach.
2. The BENEFICIARY shall promote the reduction of negative environmental impacts arising from its activity, including through the reduction of its carbon footprint, the selection of more environmentally friendly materials and the reduction, reuse and recycling of resources and energy. The BENEFICIARY must ensure that it periodically identifies, assesses and manages environmental risks and impacts, in order to, on a sustained basis, set objectives to reduce negative impacts in order to combat climate change and protect biodiversity. Whenever possible, the BENEFICIARY must adopt environmental certifications appropriate to its activity.

**Clause Twelve**

**(Termination)**

1. This Agreement enters into force as of the date of its signature and ends with full compliance with its purpose, which may be extended, by express agreement between the Parties, all without prejudice to the obligations that must last after that date.
2. This Agreement may terminate, at any time, by mutual agreement between the Parties, or by resolution, due to non-compliance, attributable to one of the Parties, of the obligations assumed therein, or for duly substantiated reasons.
3. The resolution for non-compliance attributable to one of the Parties, under the terms of the previous number, is made by registered letter with acknowledgement of receipt, at least 15 days prior to the date on which the effects of the resolution take effect.
4. The resolution for non-compliance attributable to the BENEFICIARY has the consequence of returning the financing already paid by the FOUNDATION.

**Clause** T**hirteen**

**(Law and jurisdiction)**

1. This Grant Agreement is governed by Portuguese law.
2. The interpretation and resolution of any disputes that may arise between the Parties should be settled by extrajudicial means of conflict resolution, which may include mediation, arbitration or other procedures as may be agreed between the Parties.
3. Before opting for court proceedings for the settlement of any disputes, the Parties agree to determine the most expeditious and inexpensive procedures they may take to resolve the dispute in question.
4. If it is impossible to resolve any disputes under the terms of the previous number, the civil court of Lisbon shall have jurisdiction with express waiver of any other.

 **Clause Fourteen**

**(Signature)**

1. This Agreement shall be signed by means of a handwritten signature or qualified electronic signature (within the meaning of Regulation (EU) No 910/2014 – eIDAS Regulation), each version being considered an original document.
2. The Parties further agree to waive, in any proceedings arising out of or in connection with this Agreement, any right of challenge that they may have had based on the signature of this Agreement by means of electronic signature.

Lisbon, XX XXX 202X

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| --- | --- |
| THE FOUNDATION | THE LEAD APPLICANT on behalf of THE BENEFICIARY |
|    |   |

Exempt from Stamp Duty under Article 6 (c) of the Stamp Duty Code

**Annex I – Project Proposal**

**Annex II – Budget**

**Annex III – Timeline**

**Annex IV – Mandates from the Partner Applicants**