



Framework Partnership Agreement

AGREEMENT NUMBER – EUBA-EFSA-2024-PLANTS-03

TITLE: Commodity risk assessment for ornamental plants and plant products

PREAMBLE

This **Agreement** ('the Agreement') is **between** the following parties:

on the one part,

THE EUROPEAN FOOD SAFETY AUTHORITY, hereinafter referred to as "the Authority", established by [Regulation \(EC\) No 178/2002](#)¹ of the European Parliament and of the Council laying down the general principles and requirements of food law, establishing the European Food Safety Authority and laying down procedures in matters of food safety, as amended by Regulation (EU) 2019/1381 of the European Parliament and of the Council of 20 June 2019 on the transparency and sustainability of the EU risk assessment in the food chain, with offices on Via Carlo Magno 1/A, I-43126 Parma (Italy), represented for the purposes of signature of this Agreement by Mr Bernhard Url, Acting Executive Director,

and

on the other part,

'the coordinator':

[full official name] [ACRONYM]

[official legal status or form]²

[official registration No]³

[official address in full]

[VAT number],

[PIC number]

represented for the purposes of signature of this Framework agreement by [function, forename and surname]

[same for each additional beneficiary]

Unless otherwise specified, references to 'beneficiary' or 'beneficiaries' include the coordinator and affiliated entities (if any).

If only one beneficiary signs the framework partnership ('mono-beneficiary framework partnership'), all provisions referring to the 'coordinator' or the 'beneficiaries' will be considered — mutatis mutandis — as referring to the beneficiary.

The parties referred to above have agreed to enter into this Agreement.

By signing this Agreement and the accession forms, the beneficiaries accept the framework partnership and agree to implement it and the grants entered into, in accordance with the

¹ OJ L 31 of 01.02.2002

² To be deleted or filled in according to the "Legal Entity" form.

³ To be deleted or filled in according to the "Legal Entity" form.

framework partnership agreement and the grant agreements and with all the obligations and the terms and conditions they set out.

This Agreement is composed of:

Preamble

Terms and Conditions

Annex 1 Call for proposals and the awarded action

Annex 2 Accession form for beneficiaries

TERMS AND CONDITIONS

TABLE OF CONTENTS

TERMS AND CONDITIONS	4
CHAPTER 1 GENERAL.....	5
ARTICLE 1 — SUBJECT OF THE AGREEMENT	5
ARTICLE 2 — DEFINITIONS	5
CHAPTER 2 FRAMEWORK PARTNERSHIP.....	5
ARTICLE 3 — FRAMEWORK PARTNERSHIP	5
CHAPTER 3 FRAMEWORK PARTNERSHIP IMPLEMENTATION	6
ARTICLE 5 — CONSORTIUM: BENEFICIARIES AND OTHER PARTICIPANTS	6
ARTICLE 6 — PROPER IMPLEMENTATION OF THE FRAMEWORK PARTNERSHIP.....	6
CHAPTER 4 SUSPENSION AND TERMINATION.....	7
ARTICLE 7 — FRAMEWORK PARTNERSHIP SUSPENSION	7
ARTICLE 8 — FRAMEWORK PARTNERSHIP OR BENEFICIARY TERMINATION.....	7
CHAPTER 5 FINAL PROVISIONS	8
ARTICLE 9 — COMMUNICATION BETWEEN THE PARTIES	8
ARTICLE 10 — AMENDMENTS	8
ARTICLE 11 — ACCESSION AND ADDITION OF NEW BENEFICIARIES	8
ARTICLE 12 — TRANSFER OF THE AGREEMENT	8
ARTICLE 13 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES	8
ARTICLE 14 — ENTRY INTO FORCE	8
ARTICLE 15 — Declaration of interest	8

CHAPTER 1 GENERAL

ARTICLE 1 — SUBJECT OF THE AGREEMENT

This Agreement establishes a long-term cooperation ('framework partnership') for the award of EU grants.

ARTICLE 2 — DEFINITIONS

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

Actions	The projects carried out in the specific grants awarded under the framework partnership.
Grants	The specific grants awarded under the framework partnership.
Participants	Entities participating in the framework partnership as beneficiaries, affiliated entities or associated partners.
Beneficiaries (BEN)	The signatories of this Agreement (either directly or through an accession form).
Affiliated entities (AE)	Entities affiliated to a beneficiary within the meaning of Article 187 of EU Financial Regulation 2018/1046 ⁴ which participate in the actions under the framework partnership with similar rights and obligations as the beneficiaries (obligation to implement action tasks and right to charge costs and claim contributions).
Associated partners (AP)	Entities which participate in the actions under the framework partnership, but without the right to charge costs or claim contributions.
Portal	EU Funding & Tenders Portal; electronic portal and exchange system managed by the European Commission and used by itself and other EU institutions, bodies, offices or agencies for the management of their funding programs (grants, procurements, prizes, etc).

CHAPTER 2 FRAMEWORK PARTNERSHIP

ARTICLE 3 — FRAMEWORK PARTNERSHIP

3.1 Framework partnership — Action plan

The framework partnership is awarded to [insert beneficiaries] ('framework partnership').

The objectives and activities to be implemented under the framework partnership are set out in Annex 1.

3.2 Award of grants — Grant agreements

The granting authority may award grants for the activities set out in Annex 1.

⁴ For the definition, see Article 187 Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 ('EU Financial Regulation') (OJ L 193, 30.7.2018, p. 1): "affiliated entities are:

- (a) entities that form a sole beneficiary [(i.e. where an entity is formed of several entities that satisfy the criteria for being awarded a grant, including where the entity is specifically established for the purpose of implementing an action to be financed by a grant);
- (b) entities that satisfy the eligibility criteria and that do not fall within one of the situations referred to in Article 136(1) and 141(1) and that have a link with the beneficiary, in particular a legal or capital link, which is neither limited to the action nor established for the sole purpose of its implementation".

Implementation modalities for the award of grant agreements under this FPA are set out in section 1.4 of the Call for Proposals.

Where the Authority decides to award a grant, it proposes to the partner to sign a grant agreement in accordance with the model set out in Annex 3. The grant agreement must be signed by the authorized representatives of the parties.

By signing the grant agreement, the partner accepts the grant and agrees to implement the action acting on its own responsibility and under the terms and conditions set out in the Framework agreement and the grant agreement.

ARTICLE 4 — DURATION, STARTING DATE AND ENVELOPE AMOUNT

The duration of the Framework Partnership is **48 months** from the date of the signature of the last party to sign. This period cannot be extended.

Grant agreements must be signed before the date when the Framework agreement expires. Where the actions are carried out after the above-mentioned date, the terms of the Framework agreement continue to apply to the implementation of the grant agreements for a maximum of 6 months.

The overall envelope amount for implementation via grant agreements under this FPA, is **EUR 500.000,00 (five hundred thousands)** However, this does not bind the contracting authority to implement grant agreements for the maximum amount.

Bank account for payments: [IBAN account number and SWIFT/BIC, e.g.ITXXXXXXX; GEBABEBB].

CHAPTER 3 FRAMEWORK PARTNERSHIP IMPLEMENTATION

ARTICLE 5 — CONSORTIUM: BENEFICIARIES AND OTHER PARTICIPANTS

Only participants that are part of the framework partnership consortium can be awarded grants, but not all participants in the framework partnership consortium must participate in all grants.

ARTICLE 6 — PROPER IMPLEMENTATION OF THE FRAMEWORK PARTNERSHIP

Where eligible costs are applicable, the Authority will reimburse 90 % of the eligible costs of the action (co-financing rate).

The amount of pre-financing payments⁵ will be set out in the Datasheet Article 4.2 of each Grant agreement and subject to budget availability of the Authority.

The beneficiaries must respect the objectives of the framework partnership and implement it as described in Annex 1 and endeavour to achieve those objectives also in the implementation of the grants awarded under the partnership.

The beneficiaries must maintain relations of mutual co-operation and regular and transparent exchanges of information with the granting authority on:

- the implementation and follow-up of the action plan and the grants and
- other matters of common interest related to the framework partnership.

⁵ The aim of the pre-financing is to provide the beneficiary with a float. The pre-financing remains the property of the Authority until it is cleared against interim or final payment. The pre-financing payment is made within 30 days of signature of the Specific Agreement.

CHAPTER 4 SUSPENSION AND TERMINATION

ARTICLE 7 — FRAMEWORK PARTNERSHIP SUSPENSION

Any of the parties may request the suspension of the framework partnership on duly justified grounds.

The party suspending the Agreement must submit a request for **amendment** (see Article 10), with:

- the reasons why
- the date the suspension takes effect; this date may be before the date of the submission of the amendment request and
- the expected date of resumption.

The suspension will **take effect** on the day specified in the amendment.

Once circumstances allow for implementation to resume, the coordinator must immediately request another **amendment** of the Agreement to set the suspension end date, to set the resumption date (one day after suspension end date), extend the duration of the partnership and make other changes necessary to adapt the partnership to the new situation (see Article 10) — unless the partnership has been terminated (see Article 8). The suspension will be **lifted** with effect from the suspension end date set out in the amendment. This date may be before the date of the submission of the amendment request.

ARTICLE 8 — FRAMEWORK PARTNERSHIP OR BENEFICIARY TERMINATION

8.1 Termination of the Agreement

Any of the parties may request the termination of the framework partnership on duly justified grounds.

The party terminating the Agreement must submit a request for **amendment** (see Article 10), with:

- the reasons why and
- the date the termination takes effect ('termination date'); this date must be after the date of the submission of the amendment request.

The termination will **take effect** on the termination date specified in the amendment.

Termination does not release the parties from their obligations under the ongoing grant agreements under the framework partnership, unless they have also been terminated.

Neither party may claim damages due to termination by the other party.

8.2 Beneficiary termination

The parties may terminate the participation of one or more beneficiaries in the framework partnership on the same grounds and according to the same procedures as those set out in the grant agreements.

The coordinator must then also submit a request for amendment (see Article 10) to adapt Annex 1 and, if necessary, addition of one or more new beneficiaries (see Article 11).

If the request for amendment is rejected by the granting authority, the framework partnership agreement may be terminated.

Termination of the participation does not release the beneficiary concerned from its obligations under the ongoing grant agreements under the framework partnership. It cannot however participate in new grants signed after the date on which the termination takes effect.

CHAPTER 5 FINAL PROVISIONS

ARTICLE 9 — COMMUNICATION BETWEEN THE PARTIES

Communications must be made following the same rules and procedures as those set out in the grant agreements.

ARTICLE 10 — AMENDMENTS

The parties may request amendments under the same conditions and procedures as those set out in the grant agreements.

ARTICLE 11 — ACCESSION AND ADDITION OF NEW BENEFICIARIES

Beneficiaries which are not coordinator and new beneficiaries can become party to the framework partnership agreement under the same conditions and procedures as those set out in the grant agreements.

ARTICLE 12 — TRANSFER OF THE AGREEMENT

Transfers of mono-beneficiary framework partnership agreements are possible under the same conditions and procedures as those set out in the grant agreements.

ARTICLE 13 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES

For applicable law and settlement of disputes, the same rules and procedures apply as those set out in the grant agreements.

ARTICLE 14 — ENTRY INTO FORCE

The Agreement will enter into force on the day of signature by the granting authority or the coordinator, depending on which is later.

ARTICLE 15 — DECLARATION OF INTEREST

With reference to article II.5, during the implementation of the FPA, the partner is obliged to provide:

- Individual DoIs for members of the project team having influence and/or control over scientific outputs (for partner's staff and/or individual subcontractors) prior to signature of each Specific Agreement;
- Updated Individual DoIs for members of the project team having influence and/or control over scientific outputs (for partner's staff and/or individual subcontractors) and whose interests declared on the occasion of signature of the specific agreement have substantially changed during the implementation of the specific agreement;
- Individual DoIs for any new project team members having influence and/or control over scientific outputs (for partner's staff and/or individual subcontractors) who are added to the project during specific agreement implementation.

All declarations will be screened in accordance with the [EFSA's Independence policy](#) and the [Decision of the Executive Director on Competing Interest Management which can be found on the EFSA website.](#)

SIGNATURES

For the coordinator

[function/forename/surname]

Done in

For the granting authority

[forename/surname]

Done in

ANNEX 1

CALL FOR PROPOSALS AND THE AWARDED ACTION

ANNEX 2**ACCESSION FORM FOR BENEFICIARIES****BEN legal name (short name):**

PIC: [number]

established in: [legal address]

hereby agrees**to become** [beneficiary]/[coordinator]**in Agreement GP/EFSA/XXXX/20XX/0X— Title** ('the Agreement')**between** [COO legal name (short name)] **and the THE EUROPEAN FOOD SAFETY AUTHORITY** represented by Mr Bernhard Url, Executive Director,*OPTION: for coordinators*

By signing this accession form, the beneficiary accepts the grant and agrees to take on the obligations and role of coordinator and to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

OPTION for beneficiaries which are NOT coordinator
and mandates

the coordinator to submit and sign in its name and on its behalf the **grant agreement** and any **amendments** to the Agreement, in accordance with Article 39.

By signing this accession form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and terms and conditions it sets out.

OPTION for new beneficiaries/coordinators

as from [insert date]/[the date of the signature of the accession form]/[the date of entry into force of the amendment] ('**accession date**') if the granting authority agrees with the request for amendment.

Beneficiaries which enter in the context of a partial transfer of rights and obligations (PTRO; 'partial takeover') acknowledge and accept that they may be held jointly and severally liable for undue amounts paid to the beneficiary they replace (i.e recoveries).

SIGNATURE

For the beneficiary /new beneficiary/new coordinator

[function/forename/surname]

Done in