



Single Market Programme (SMP Standards)

Framework Partnership Agreement

(SMP Standards Grants FPA — Mono/Multi (Paper))

**Version 1.0
29 September 2021**

Disclaimer

This document is aimed at assisting applicants. It shows the full range of provisions that may be applied to this type of agreement, and is provided for information purposes only. The legally binding agreement will be that which is signed by the parties.



Project: [insert number] — [insert acronym] — [insert call identifier]

EU Grants: SMP Standards Grants FPA — Mono/Multi (Paper): V1.0 – dd.mm.2021



EUROPEAN INNOVATION COUNCIL AND SMEs
EXECUTIVE AGENCY (EISMEA)

SMP/Internal Market and Consumers

FRAMEWORK PARTNERSHIP AGREEMENT FOR THE SINGLE MARKET PROGRAMME (SMP STANDARDS FPA)¹

FRAMEWORK PARTNERSHIP AGREEMENT

Project [insert number] — [insert acronym]

PREAMBLE

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

on the one part,

European Innovation Council and SMEs Executive Agency (EISMEA) ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission ('European Commission'),

and

on the other part,

1. 'the coordinator':

[**COORDINATOR legal name (short name)**], PIC [number], established in [legal address],

[*OPTION for multi beneficiaries FPA* and the following other beneficiaries, if they sign their 'accession form' (see Annex 2 and Article 10):

2. [**BEN legal name (short name)**], PIC [number], established in [legal address],

[same for each beneficiary]

¹ Regulation (EU) No 1025/2012 of the European Parliament and of the Council of 25 October 2012 on European standardisation, amending Council Directives 89/686/EEC and 93/15/EEC and Directives 94/9/EC, 94/25/EC, 95/16/EC, 97/23/EC, 98/34/EC, 2004/22/EC, 2007/23/EC, 2009/23/EC and 2009/105/EC of the European Parliament and of the Council and repealing Council Decision 87/95/EEC and Decision No 1673/2006/EC of the European Parliament and of the Council (OJ L 316/12 of 14.11.2012).

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 by the coordinator on their behalf, in accordance with the 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 (including Data Sheet)

Annex 1 Action Plan

Annex 2 Accession form for beneficiary [*Option for FPA with multi-beneficiaries*]

TERMS AND CONDITIONS

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Project: [insert number] — [insert acronym] — [insert call identifier]

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DATA SHEET

1. Project (framework partnership)

Project number: [project number, e.g. 690853330]

Project name: [full title]

Project acronym: [acronym]

Call: [call ID, e.g. PROG-(SUBPROG-)YEAR-CALLABREV]

Topic: [topic ID, e.g. PROG-(SUBPROG-)YEAR-CALLABREV-NN/TOPICABBREV]

Type of action: SMP Standards Framework Partnerships (SMP-STA-FPA)

Granting authority: European Innovation Council and SMEs Executive Agency (EISMEA) (the ‘Agency’)

Grant managed through EU Funding & Tenders Portal: No

Project starting date: first day of the month following the entry into force date

Project end date: [dd/mm/yyyy]

Project duration: [number of months, e.g. 48 months]

2. Participants

List of participants:

Number	Role	Short name	Legal name	Country	Entry date	Exit date
1	COO			[country]	[date]	[date]
[2]	[BEN]			[country]	[date]	[date]
...						

Coordinator:

- [COO legal name (short name)]: from [insert date] to [insert date]
- [BEN...]

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).

[only for multi-beneficiaries FPA: Affiliated entities (AE) — Entities affiliated to a beneficiary within the meaning of Article 187 of EU Financial Regulation 2018/1046² 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.]

CHAPTER 2 FRAMEWORK PARTNERSHIP

ARTICLE 3 — FRAMEWORK PARTNERSHIP

3.1 Framework partnership — Action plan

The framework partnership is awarded to [insert project number] — [insert acronym] (‘framework partnership’).

² 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”.

The objectives and activities to be implemented under the framework partnership are set out in the multi-annual ‘action plan’ in Annex 1.

3.2 Award of grants — Grant agreements

The granting authority may award grants for the activities set out in the action plan.

Grant applications will be selected following invitations to submit a proposal.

The beneficiaries are not obliged to submit any proposals.

The granting authority will decide on the award following an evaluation in line with the procedures and award criteria set out in the invitation.

If the granting authority decides to award a grant to the beneficiaries, it will propose to conclude a grant agreement.

The following types of grant agreements are available under this framework partnership:

- SMP-STA-SGA-Operating Grants
- SMP-STA-SGA-Action Grants.

For all grant agreements entered into under the framework partnership, the beneficiaries commit to accept the grants and agree to implement the actions/operations under their own responsibility and in accordance with the grant agreements, with all the obligations and conditions they set out.

ARTICLE 4 — DURATION AND STARTING DATE

The duration and the starting date of the framework partnership are set out in the Data Sheet (see Point 1). This period cannot be extended.

All grant agreements under the framework partnership must be signed before the end of the framework partnership.

CHAPTER 3 FRAMEWORK PARTNERSHIP IMPLEMENTATION

ARTICLE 5 — CONSORTIUM: BENEFICIARIES AND OTHER PARTICIPANTS

The framework partnership consortium is made up of the beneficiaries set out in the Preamble.

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

ARTICLE 6 — PROPER IMPLEMENTATION OF THE FRAMEWORK PARTNERSHIP

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.

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

[*OPTION 1 for mono-beneficiary FPA*: Not applicable]

[*OPTION 2 for multi-beneficiaries FPA*: 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

[*OPTION 1 for mono-beneficiary FPA*: Not applicable]

[*OPTION 2 for multi-beneficiaries FPA*: 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

[*OPTION 1 for mono-beneficiary FPA*: Not applicable]

[*OPTION 2 for multi-beneficiaries FPA*: 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.

Project: [insert number] — [insert acronym] — [insert call identifier]

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SIGNATURES

For the coordinator

[forename/surname/function]

[signature]

Done in [English]

[date] [stamp]

For the granting authority

[forename/surname]

[signature]

Done in [English]

[date] [stamp]

Project: [insert number] — [insert acronym] — [insert call identifier]

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ANNEX 1

ACTION PLAN

[OPTION for multi-beneficiaries FPA : ANNEX 2]

ACCESSION FORM FOR BENEFICIARIES

(To be filled in and signed by all beneficiaries other than the coordinator and then later on for amendments for any new beneficiary (coordinator or other).)

[BEN legal name (short name)], PIC [number], established in [legal address]

hereby agrees

to become [beneficiary]/[coordinator]

in Agreement [insert number] — [insert acronym] ('the Agreement')

between [COO legal name (short name)] **and** the European Innovation Council and SMEs Executive Agency (EISMEA) ('EU executive agency' or 'granting authority'), under the powers delegated by the European Commission

[OPTION for beneficiaries which are NOT coordinator: and mandates

the coordinator to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 10.]

By signing this accession form, the beneficiary accepts the grant and agrees to *[OPTION: for coordinators: 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 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.

SIGNATURE

For the beneficiary /new beneficiary/new coordinator

[function/forename/surname]

[electronic signature]

Done in [English] on [date]