

Annex 1 – Template for the FRONTIERS FSTP Subgrant Agreement

FRONTIERS FSTP Subgrant Agreement

(Template)

This Agreement aimed at providing financial support to third parties (or “Subgrant”), hereinafter referred to as the “Agreement”, is entered into by and between:

Enspire Science Ltd. (hereinafter “Enspire”), organisation established and existing under the laws of Israel, having its registered office at 5 HaKatif st. Rehovot, Israel,

And

[Journalist name] (or “Subgrantee”), a natural person, under the laws of [Country], residing at [Legal address].

Hereinafter individually or collectively referred to as “Party” or “Parties”.

Whereas Enspire has entered into a Grant Agreement effective as from 1 June 2023, Grant Agreement no. 101121863 (hereinafter “GA”), establishing the FRONTIERS project (hereinafter “FRONTIERS”) and setting out the general terms and conditions and rights and obligations applicable to the specific grant awarded by the European Research Council Executive Agency (hereinafter “ERCEA”). for the specific action under Horizon Europe framework programme;

Whereas the ERCEA has awarded to FRONTIERS a grant that includes a budget item dedicated to the financial support to third parties (hereinafter “FSTP”);

Whereas Enspire, on behalf of FRONTIERS, has published a Call for proposals/applications on [dd/mm/yyyy] and, as a result, the Subgrantee has been selected to embark on her/his suggested specific project work, as of communication sent to the Subgrantee on [dd/mm/yyyy];

Whereas in consideration of the satisfactory application in place, Enspire is willing to provide financial support under the funding received from the ERCEA to the Subgrantee for executing her/his specific frontier research journalism project, carried out by the Subgrantee in accordance with the mentioned call features:

- the outcomes of selected Subgrantee’s performance

Whereas Subgrantee is willing to receive such funding under the terms and conditions of article 6.2.D.1 of the GA and the terms and conditions of this Agreement¹;

Now therefore it has been agreed as follows:

1. DEFINITIONS

1.1 **Programme** means a frontiers research journalist project (as described in the GA DoA) that supports the objectives of FRONTIERS, partially or wholly funded by FRONTIERS under the GA and carried out by the Subgrantee.

1.2 **Subgrant** means the financial support to be given to the Subgrantee in accordance with the terms and conditions of article 6.2.D.1 of the GA and the terms and conditions of this Agreement. For clarity: a subgrant is not a subcontract. This means that this agreement is not governed by a procurement or invoicing process.

1.3 **CSO** is the FRONTIERS Coordination and Support Office.

2. TERMS AND CONDITIONS FOR THE SUBGRANT

2.1 The Subgrantee will take part in FRONTIERS as described in the Residency program guide (Deliverable D2.2, Attachment 1).

The Subgrantee shall carry out the tasks according to Attachment 1 from [start date] until [end date] at the latest, including active participation in the project's training and/or other project's events. The subgrantee will commit to adhering to the project's timeline as indicated and governed by the CSO. The Subgrantee shall report to FRONTIERS CSO on the activities' progress as needed, and at least once by the project's mid-term and once by the end of the Subgrantee's project.

Such reports shall contain detailed information on overall progress, and wherever relevant, on problems encountered and results generated by the Subgrantee and / or the host institution.

Enspire shall be entitled to include the main issues regarding the Programme according to Attachment 1 in its reporting towards the FRONTIERS governing bodies. Publications of such main issues shall require the Subgrantee's prior information.

¹ For more information see the relevant provisions of the Model Grant Agreement for Horizon Europe here: https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/agr-contr/general-mga_horizon-euratom_en.pdf

2.2 Enspire shall give financial support for the frontier research journalist project carried out by the Subgrantee, within the limits specified by the GA. The maximum amount of Subgrant under this Agreement is [enter amount] EUR.

The Subgrantee hereby confirms that she/he understands and accepts that:

- a. The subgrant is final and will not be increased under any circumstances.
- b. The Subgrantee cannot claim any other costs on top of the approved Subgrant.

2.3 Enspire will transfer the amount of the Subgrant to the Subgrantee on the basis of a written payment request (including bank details) by the Subgrantee served by email, provided the terms and conditions of this Agreement are complied with.

2.4 Payments are due by Enspire as follows:

- 50% of the approved Subgrant amount under Clause 2.2 hereof, as advance payment, to be paid either within 5 working days after signature of this Agreement or 20 days prior to the project's start date (whichever is the latest);
- Additional 30% of the approved Subgrant amount will be paid by the project's mid-term, following actual progress including: report by the journalist and/or by the host institution, participation of the journalist in the project's training and/or other project's events;
- The remaining amount (20% of the approved Subgrant amount), will be paid after final report from the journalist has been received and approved by the CSO.

2.5 The Subgrantee shall comply in the execution of this Agreement with all applicable laws, rules and regulations, including, but not limited to safety, security, welfare, social security and fiscal laws and regulations. Especially, Subgrantee shall not be entitled to act or to make legally binding declarations on behalf of Enspire and/or any other FRONTIERS beneficiaries and shall indemnify it from any third-party claim resulting from a breach of these obligations.

2.6 The liability of Enspire, and/or any other beneficiary of FRONTIERS for that matter, under this Agreement shall, in any case, be limited to the amount of the financial support provided to Subgrantee hereunder and Enspire shall not, in any case, be liable for any indirect or consequential damages. This limitation of liability shall not apply in cases of willful intent.

2.7 The Subgrantee shall fully and exclusively bear the risks in connection with the Programme activities for which financial support is granted. The Subgrantee shall indemnify Enspire for all damages, penalties, costs and expenses which Enspire as a result thereof would incur or have to pay to the ERCEA or any third parties with respect to such Programme financially supported and/or for any damage in general which the ERCEA incurs as a result thereof. In addition, should Enspire or the ERCEA, in accordance with the GA, have a right to recovery regarding the financial support under this Agreement, the Subgrantee shall pay the sums in

question in the terms and the date specified by Enspire or the ERCEA, in execution of any request formulated by Enspire or the ERCEA.

2.8 In case the Subgrantee, for any reason, will not execute the suggested project, the grant will be fully recovered and returned to Enspire by the Subgrantee.

3. CONDITIONS FROM THE Grant Agreement

Enspire receives funding from the ERCEA and some of the obligations of Enspire under the GA have to be imposed on the Subgrantee, as reported in Attachment 2 to this Agreement. The Subgrantee acknowledges and agrees that these obligations will be fully applicable to it and shall do everything that is necessary in order to enable Enspire to comply with these obligations.

The Subgrantee acknowledges and agrees that the ERCEA, the European Court of Auditors (ECA) and the European Anti-fraud Office (OLAF) can exercise their rights under Article 25 of the GA also towards the Subgrantee.

The Subgrantee acknowledges and agrees that obligations under Articles 12 (conflict of interest), 13 (confidentiality and security), 14 (ethics), 17.2 (visibility), 18 (specific rules for carrying out action), 19 (information) and 20 (record-keeping) of the GA also apply to the Subgrantee.

4. CONFIDENTIALITY

The Parties shall keep in confidence for the duration of this Agreement and for a period of 4 (four) years after the termination of this Agreement any technical or business information which was declared as confidential, and shall not disclose such information to third parties without the prior written consent of the owning Party. This obligation shall not apply to any information which:

- is proven to have been known to the receiving Party prior to the time of its receipt pursuant to this Agreement; or
- is in the public domain at the time of disclosure to the receiving Party or thereafter enters the public domain without breach of the terms of this Agreement; or
- is lawfully acquired by the receiving Party from an independent source having a bona fide right to disclose the same; or
- is independently developed by an employee of the receiving Party who has not had access to any of the Confidential Information of the other Party.
- should be accessible to the EC/ERCEA, as granting authority of the FRONTIERS project, and to the bodies mentioned in Article 25 of the GA (e.g. OLAF, Court of Auditors (ECA), etc.) so that they can exercise their rights also towards the recipients, i.e. third parties receiving financial support).

5. TERMINATION

Each Party can terminate this Agreement with immediate effect through written notice to the other Party:

5.1 if the other Party is in breach of any of its material obligations under this Agreement, which breach is not remediable, or, if remediable, has not been remedied within 30 (thirty) days after written notice to that effect from the party not in breach;

5.2 if the other Party is declared bankrupt, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with its creditors, has suspended business activities, or is the subject of any other similar proceeding concerning those matters; or

5.3 if the other Party is subject to an event of force majeure, which prevents the other Party from correct performance of its obligations hereunder and such circumstances have lasted, or can reasonably be expected to last more than 3 (three) months.

6. CONCLUDING CONDITIONS

6.1 Ancillary agreements, amendments, additions hereto shall be made in writing. This applies also if the requirement of the written form shall be waived.

6.2 Subcontract of any task of the Subproject by the Subgrantee is not allowed.

6.3 If any provision of this Agreement is determined to be illegal or in conflict with the applicable law, the validity of the remaining provisions shall not be affected. The ineffective provision shall be replaced by an effective provision which is equivalent.

6.4 This Agreement will come into force on the date of the last signature.

6.5 This Agreement shall be governed by and construed in accordance with the laws of Ireland.

6.6 Any disagreement or dispute which may arise in connection with this Agreement and which the Parties are unable to settle by mutual agreement will be brought before the courts of Ireland.

Signatures

Enspire Science Ltd.

Full name:

Date:

Signature

Subgrantee

Full name:

Date:

Signature:

Attachment 1 – Residency program guide

The Residency program guide is available online in this web address:

<https://frontiers.media/residencies/program-guide/>

Note that the Residency program guide may be updated from time to time by FRONTIERS.

Attachment 2 - Conditions from the Grant Agreement

Enter all articles of the FRONTIERS GA as appropriate, especially sections regarding the following relevant aspects:

- Checks, reviews, audits and investigations
- Monitoring and external evaluation of FRONTIERS's output, results and impact
- Management of intellectual property
- Conflict of interests
- Confidentiality
- Visibility of FRONTIERS and EU funding
- Liability for damages
- FSTP
- Consequences of non-compliance