

EKF Green Accelerator

General Conditions for Grant Agreements
Annex III

Content

Article 1	Introduction	3
Article 2	Definitions	4
Article 3	Grant Disbursement	5
Article 4	Deviation from the Budget	6
Article 5	Reporting	8
Article 6	Changes	9
Article 7	Confidentiality	9
Article 8	Miscellaneous	10
Article 9	Non-compliance	11
Article 10	Choice of law and jurisdiction	12



Introduction

Article 1

These General Conditions for Grant Agreements apply to grants awarded by EKF Denmark's Export Credit Agency through the EKF Green Accelerator online application and grant management system.

The General Conditions for Grant Agreements are available on EKF's website: www.ekf.dk

Definitions

Article 2

2.1 Definitions

Term	Definition / Explanation
Budget	The approved Budget set out in the Grant Agreement Annex II.
Company	Company has the meaning as set out in article 8.1.
Company Alliance	Company Alliance has the meaning as set out in article 8.2.
General Conditions for Grant Agreements	General Conditions for Grant Agreements has the meaning as set out in article 1.
Grant	The Grant awarded under the EKF Green Accelerator Scheme.
Grant Agreement	The Grant Agreement is the signed agreement between the Grantor and the Grant Beneficiary composed of Special Conditions, Project description set out in Annex I, Budget and Time Schedule set out Annex II and General Conditions for Grant Agreements set out in Annex III.
Grant Beneficiary	The Grant Beneficiary is the approved Company or Company Alliance.
Grantor	EKF Denmark's Export Credit Agency.
Project	The approved description of the Project set out in the Grant Agreement Annex I.
Project Start Date	The start date of the Project according to the Time Schedule.
Project End Date	The end date of the Project according to the Time Schedule.
SmartMe Application System	The Green Accelerator application and management system. (https://ekf.dk/markedsmoending)
Time Schedule	The approved Time Schedule set out in Annex II.

Grant Disbursement

Article 3

3.1 Documentation and request for payment

The Grant Disbursement is based on the approved Budget and Time Schedule.

Upon completing all Project activities, the Grant Beneficiary must document that the Project has been carried out in accordance with the Project description and the Budget and Time Schedule.

To document the completion of the Project, the Grant Beneficiary must:

- › Submit a completion report, as set out in article 5.2
- › Submit performance indicator report, as set out in article 5.2
- › Submit auditor report, as set out in article 5.2
- › Submit a request for payment, as set out in article 5.5
- › Attend a debriefing meeting if requested by the Grantor

The reports and request for payment must be submitted as one pdf document via the SmartMe Application System.

3.2 Payments

When the above-mentioned documentation has been reviewed and approved by the Grantor, disbursement is made separately to each company in the Company Alliance.

Disbursement to a Company Alliance, is made separately to each company in the alliance.

It is the responsibility of the Grant Beneficiary to provide correct account details.

3.3 Unutilized Grant

Any unutilized part of the Grant will lapse when the Project has been completed and the reimbursement from the Grantor has been made.

Deviation from the Budget

Article 4

4.1 Overall Project Budget

The Grant Beneficiary shall steer the Project within the cost estimates for each budget line and within the approved overall Project Budget.

In case of a cost overrun of the overall Budget, the Grant Beneficiary is responsible for covering the additional expenditures.

4.2 Budget Reallocations

Budget Reallocations are allowed under the following conditions:

1. Budget Reallocations within individual budget lines exceeding 10% must be communicated to the Grantor within 14 days of realization and must receive written approval to be accepted.
2. Cost overruns within individual budget lines below 10% are acceptable without notification to the Grantor, as long as the overall Budget is not exceeded and the Budget is compliant with the overall guidelines for refundable expenses (i.e. less than 30% on hardware, less than 10% on project management costs).

4.3 Refundable Expenses

The EKF Green Accelerator supports the specific expenses listed on the following page.

4.4 Non-Refundable Expenses

The following examples serve to illustrate the general expenses which may form part of the Project, but for which Grant cannot be given.

- › Wage costs of the Danish companies in the Company or Company Alliance. Except Project management costs up to maximum 10% of the Budget.
- › Direct sales promotions, for instance ordinary sales and marketing expenses.
- › Operating costs and auxiliary costs.
- › Expenses for implementation of regulatory procedures in connection with construction cases, environmental approvals, and the like.
- › Expenses for infrastructure and patents.

Refundable Expenses	Description
Consultancy Services to address identified gaps / bottlenecks	Studies and Analyses
	Technical reviews / feasibility studies
	Market analyses
	ESG review, conformance, and compliance review
	Legal reviews and advice
	Advice on patent applications (not the patent application itself)
	Training and Capacity building
	Capacity building, awareness creation and peer-to-peer knowledge exchange
	Site visit for identified customer and key decisionmakers
	Awareness creation related to the solution
	Advocacy
	Mapping of relevant decision-makers / actors
	Contact with relevant decision-makers / actors – events
	Monitoring of relevant administrative / political initiatives / legislation
	Preparation and execution of local advocacy campaigns related to the green solution
	High level events related to promotion of the specific green solution
	Monitoring of relevant administrative / political initiatives / legislation
Project Management	Internal project management related costs shall not exceed more than 10% of the total sum applied for through the Facility.
Travel and Accommodation	Economy class. According to Danish government rules (EU standard per diem rates: www.ec.europa.eu/international-partnerships/system/files/per-diem-rates-20200201_en.pdf)
Products hardware/ software/ design / equipment	Purchase of products directly related to approved Project activities (studies and analyses, training and capacity building and advocacy). Product costs shall not exceed more than 30% of the total sum applied for through the Facility. If products are sold and bought by companies within the alliance or closely associated companies, then the equipment has to be traded at cost price.

Reporting

Article 5

The Grant Beneficiary is responsible for reporting on the project activities as set out below.

5.1 Midterm-report

No later than 6 months after the Project Start Date, the Grant Beneficiary shall submit a Midterm-report describing the main results of the work carried out.

5.2 Project End

At Project End the Grant Beneficiary shall submit:

- › Completion Report with a description of the Project results.
- › Auditor report. The final statement of accounts for the Project must be endorsed and carried out by a recognized auditor. The auditor shall verify that all costs have been incurred in concordance with the approved Budget and the guidelines for travel and accommodation have been observed. Furthermore, the auditor shall verify that Project management costs make up no more than 10% of the total costs of the Project and that product costs make up no more than 30% of the total costs of the Project (as defined in article 4.3 Refundable Expenses).
- › Performance Indicator Report.

5.3 Export Success Report

With the purpose of describing the main export results of the Project, the Grant Beneficiary shall submit an Export Success Report 12 months after the Project End Date.

5.4 Debriefing meeting

The Grant Beneficiary commits to attend a debriefing meeting up to 18 months after Project End Date to report the results of the Project, if requested by the Grantor.

5.5 Submission of reports

Reporting templates and request for payment can be uploaded from the SmartMe Application System and must be submitted via the SmartMe Application System.

It is the responsibility of the Grant Beneficiary that all reports are submitted in accordance with these General Conditions.



¹ Economy class. According to Danish government rules (www.ec.europa.eu/international-partnerships/system/files/per-diem-rates-20200201_en.pdf)

Changes

Article 6

6.1 Changes

Unless otherwise stipulated in the Grant Agreement or General Conditions for Grant Agreements, any significant change to the Project requires written approval from the Grantor.

The following are examples of significant changes for which the Grant Beneficiary is required to obtain prior written approval from the Grantor:

- › Change in the Project or Project description
- › Change of Grant Beneficiary
- › Change in the Company Alliance
- › Budget changes and reallocations exceeding 10%

This list is not exhaustive, and the Grant Agreement may contain additional conditions that require prior written approval from the Grantor.

All requests must be submitted through the SmartMe Application System.

Confidentiality

Article 7

7.1 Confidentiality

The Grantor and the Grant Beneficiary undertake to preserve the confidentiality of any information, notwithstanding its form, disclosed in relation to the implementation of the Grant Agreement.

Unless otherwise agreed in writing, the Grantor and the Grant Beneficiary will not copy, reproduce, distribute, or disclose any confidential information to anyone, other than members of staff or professional advisors.

The restrictions on use and disclosure of confidential information shall not apply to information which is in the public domain at the time of disclosure or is required to be disclosed by; applicable law or regulation, order of a competent court, government department or agency, accountants and the National Audit Office.

Notwithstanding the above, the Grantor shall be entitled to disclose the following information: name of the Grant Beneficiary, Grant amount, project type, industry, and project country.

Miscellaneous

Article 8

8.1 Company

A single company which must be registered in Denmark and must be a Small and Medium sized Enterprise.²

8.2 Company Alliance

The approved companies in the Company Alliance ("The Grant Beneficiary"), consisting of minimum two Danish registered companies, of which one must be a Small and Medium sized Enterprise (SME)³, must not be replaced during the Project implementation period.

The companies which form part of the alliance will all be liable on a joint and several basis for the fulfilment of the contractual obligations according to the Grant Agreement and must appoint a lead company, which will be the focal point for the Project.

8.3 De minimis regulation

Financial support from the EKF Green Accelerator is subject to the European Union's "De Minimis state aid" regulation, which allows for aid of maximum EUR 200,000 to be provided from public funds to any business enterprise over a rolling three-year period. The Grant Beneficiary declare by signing the Grant Agreement that the Grant is not conflicting with EU's De Minimis principles.

8.4 Taxation

The Grantor will report the disbursed amount of Grant to the danish tax authorities.

The Grantor is not responsible for any matter relating to taxation of the Grant. The Grant Beneficiary may contact the relevant tax authorities and/or tax advisors for guidance on taxation.

8.5 Amendments to the General Conditions for Grant Agreements

The EKF Green Accelerator reserves the rights to amend these General Conditions for Grant Agreements.

²The definition of an SME follows OECD's definition: OECD Glossary of Statistical Terms - Small and medium-sized enterprises (SMEs) Definition

Non-compliance

Article 9

9.1 Revocation of the Grant

If the Grant Beneficiary does not comply with the Grant Agreement, the Grantor is entitled to revoke the Grant, terminate the Grant, or require that the Grant is repaid in full or in part.

The following are examples of Non-compliance:

- › The Grant Beneficiary makes changes in the Project or Project Description or Budget and Time Schedule without prior written approval.
- › The Grant Beneficiary does not submit reports in accordance with these General Conditions.
- › Change in the Company Alliance.

9.2 Termination

The Grantor may terminate the Grant Agreement or the participation of any company in the Company Alliance, without giving notice and without paying compensation of any kind:

- a) Where any company, single or in the Company Alliance fails, without justification, to fulfil any substantial obligation incumbent on it by this Agreement, after being given notice by letter to comply with those obligations, still fails to do so or to furnish a satisfactory explanation within 10 days.
- b) Where any company, single or in the Company Alliance is bankrupt, subject to insolvency or winding up procedures, is having its assets administrated by a liquidator or by the courts, has entered into an arrangement with creditors, has suspended business activities, or is in any analogous situation arising from a similar procedure provided for under any national law or regulations relevant to the Company Alliance.
- c) Where a change to the legal, financial or ownership situation in any company, single or in the Company Alliance substantially affects the implementation of the Grant Agreement or calls into question the decision awarding the Grant.
- d) Where any company, single or in the Company Alliance is guilty of misrepresentation in supplying the information required in the application procedure or in the implementation of the Project.
- e) If the Grantor has evidence that the Company Alliance, or any related entity or person has committed substantial errors, irregularities, or fraud in the application procedure or in the implementation of the Project.
- f) If the Grantor has evidence on any company, single or in the Company Alliance or any related entities or persons, of fraud, bribery, corruption, involvement in a criminal organisation or any other illegal activity.

Choice of law and jurisdiction

Article 10

These General Conditions are governed by Danish law. Disputes shall be brought before the Danish Commercial Court (Sø- og Handelsretten).



