*This is a model of the**Confirmation Letter, which has to be filled-in by each Participant participating in an application for an CELTIC-NEXT project.*

*This letter must be:*

1. *Copy-paste text below cut line and print it on company notepaper*
2. *signed by an authorised person*
3. *sent by email to the CELTIC Office,* *office@celticnext.eu* *(as PDF document) not later than two weeks after submission of the CELTIC Project Proposal (CPP).*

✂ ======== <cut here and paste below text on company paper ===========================

[Your company logo ]

[ Company name/address ]

To:

**CELTIC Office**

c/o Eurescom GmbH

Wieblinger Weg 19/4

69123 Heidelberg

Germany

Confirmation Letter and declaration of Acceptance (CLD) - 2020

**Participation in the CELTIC-NEXT Project:**

**……………………………..**

(project acronym)

**Note: Textual modifications, deletions or amendments of the CLD are NOT accepted and will be ignored.**

**Signature:**

…………………………………………………… ……………….. …………………………………………………………………………

[ name of company/organisation ] [ date ] [ authorised signature }

**INTERIM AGREEMENT**

**SECTION ONE: NON BINDING PROVISION**

The undersigned, participant in the above specified project, intends to participate in this project, should it be accepted by the CELTIC Core Group and intends to negotiate the CELTIC-NEXT Project Co-operation Agreement (PCA-NEXT).

**SECTION TWO: BINDING PROVISIONS**

**PART I CELTIC-NEXT INTERIM CONTRIBUTION RULES**

The undersigned participant agrees that with effect from the date that the CELTIC Core Group accepts the Proposal and accordingly permits the Project to use the CELTIC-NEXT Label (whilst under the CELTIC-NEXT name) it will incur and pay a contribution to Eurescom GmbH (who carries out the duties of the CELTIC Office) in accordance with the following provisions of this Part I:

**Responsibilities**

1. The CELTIC Office is responsible for calculating and invoicing the contribution to be paid by each CELTIC-NEXT Project Participant.
2. The CELITC Core Group isresponsible for determining and approving the standard annual CELTIC-NEXT contribution fee. New: The CELTIC Core Group has set the yearly contribution fee to 1.5% of the yearly budget of the assigned project work of the participant.

**Billing procedure**

1. The CELTIC Office invoices the annual contribution for each CELTIC-NEXT Project Participant in two six-monthly instalments. The first billing period covers the months January to June and the second billing period covers the months July to December. The CELTIC Office will issue the invoices of each billing period six weeks before the end of that billing period.
2. The six-monthly instalment is calculated as follows:

**Six-monthly instalment = 50 % of (total planned yearly budget of the assigned project work of the participant x CELTIC-NEXT contribution fee)**

1. The total planned manpower per CELTIC-NEXT Project Participant in a given year is specified respectively in the CELTIC-NEXT Project Proposal (CPP), Project Description (PD), or approved Project Change Request (PCR), whatever is most current of the projects, in which a CELTIC-NEXT Project Participant participates.
2. The basis for the six-monthly instalments is the CELTIC-NEXT contribution fee per person-year, which is derived from the CELTIC-NEXT annual budget and will beapproved each year by the CELTIC Core Group.

The following notes may assist in respect of the Contribution Rules:

1. A consequence of this procedure is that the second installment is due irrespective of the date when the projects ends, even if it ends in the first half of the year. The same holds for the first installment, even if the project starts in the second half of the year. As soon as the Project officially announces that the Project is closed the CELTIC Office will issue the final invoices.
2. There is no relationship between the CELTIC-NEXT contribution required from a participant and approval of funding on national level. Problems and delays in funding approvals should be avoided by contacting Public Authorities at an early stage of the project proposal phase. Delays in starting dates and reductions in planned manpower should be communicated as soon as possible via a Project Change Request to the CELTIC Office.
3. The obligation to pay the contribution fee starts at the moment when the project participant becomes active in the labelled and officially started project. There is no direct relationship between the CELTIC-NEXT contribution required from a participant and the approval of funding on national level. Withdrawal from a project or delayed start of a partner must be indicated to the CELTIC Office through a formal Project Change Request (PCR). In the case of withdrawal the fee will not be charged. In the case of delay, the fee will be charged taken into account the delay indicated in the Project Change Request. If an entire project doesn’t start, no participant will be obliged to pay the fee.
4. No retrospective re-calculation of revised planned figures or actual figures will be taken into account.

**PART II CELTIC-NEXT LABEL**

Any use of the CELTIC-NEXT Label/Logo and references to CELTIC-NEXT shall accord with the CELTIC-NEXT Handbook, which will be published on the CELTIC-NEXT Web Site.

**PART III TERMINATION**

1. This Interim Agreement shall terminate without notice one month after the CELTIC Core Group unequivocally rejects the Proposal.
2. This Interim Agreement shall also terminate if the undersigned Participant gives 30 days written notice to the CELTIC Office in the event that the Proposal was accepted by the CELTIC Core Group and notwithstandingreasonable endeavours by the undersigned Participant, that Participant is unable to its own satisfaction to agree or conclude the CELTIC-NEXT Project Co-operation Agreement and the Declaration of Acceptance.

The undersigned Participant shall remain liable for its share of the contribution for the period from acceptance of the Proposal by the CELTIC Core Group until the expiry of the 30 days following notice. The undersigned Participant will be invoiced following termination and must pay within 30 days of receiving the invoice.

The undersigned Participant shall remain liable for its share of the contribution for the period from the date when the Participant becomes active in the Project until the expiry of the 30 days following notice. The undersigned Participant will be invoiced following termination and must pay within 30 days of receiving the invoice.

**PART IV LAW**

This Interim Agreement is governed by the law of Belgium.

Any dispute of whatever nature in respect of or arising out of this Agreement, even those which arise after its termination, shall be settled amicably. If such a settlement fails the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall be held in Brussels, Belgium.

Declaration of Acceptance for CELTIC-NEXT Project PARTICIPANTS

Annex B to CELTIC-NEXT Frame Agreement (CELTIC-NEXT Core Group members having singed the CELTIC-NEXT FRAME AGREEMENT do not need to resign this page.)

**Subject: Acceptance of CELTIC-NEXT rules**

The undersigned ………………………………………………………………..….
(company, institution)

is applicant for a CELTIC-NEXT Label for a CELTIC-NEXT Project or has already been awarded a CELTIC-NEXT label.

In case of the award of a CELTIC-NEXT Project with the CELTIC-NEXT Label by the CELTIC-NEXT Core Group the undersigned accepts and acknowledges the rules and regulations for the CELTIC-NEXT Projects laid down in the CELTIC-NEXT Frame Agreement (“CFA”) as being applicable to all CELTIC-NEXT Projects. It is understood, that the undersigned Party will receive the relevant general information related to the execution of the CELTIC-NEXT Programme.

……………………………

(name)

…………………………….

(signature)

………………………….

(date)