



EUROPEAN COMMISSION  
DG  
Directorate  
Unit

- The footnotes in the Specific grant agreement are internal instructions only and must be read and deleted before the Specific agreement is published or communicated to the applicant(s).
- Options [in square brackets] not used are to be deleted.
- Names of options *in blue in italics* are to be deleted.
- Fields [in grey in square brackets] (even if they are part of an option as specified in the previous items) are to be deleted and/or replaced by appropriate data.
- In order to avoid cross-referencing problems between the Framework partnership agreement and the Specific agreement, re-numbering of provisions in any part of the agreements should be avoided; unnecessary articles (or parts thereof) can be replaced by "not applicable".
- The general conditions of the Framework agreement should be left unchanged.
- The model agreement date in the header should NOT be deleted across the document.

### **ANNEX III – MODEL SPECIFIC GRANT AGREEMENT WITH MULTIPLE PARTNERS**

#### **SPECIFIC AGREEMENT NO ..../..**

This Specific agreement ("the Specific agreement") is concluded between the following parties:

on the one part,

The European Union ("the Union"), represented by the European Commission ("the Commission"), represented for the purposes of signature of this Specific agreement by [function, DG/service, forename and surname]<sup>1</sup>,

**and**

on the other part,

1. 'the coordinator'

[full official name] [ACRONYM]

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<sup>1</sup> The person representing the Commission must be an authorising officer (by delegation or sub-delegation) designated in accordance with document 60008 of 22/02/2001 'Mise en place de la Charte des ordonnateurs'.

[official legal status or form]<sup>2</sup>

[official registration No]<sup>3</sup>

[official address in full]

[VAT number],

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

and the following other partners:

*[Option 1 for signing:<sup>4</sup>*

2. [full official name — established in [country]]

3. [full official name — established in [country]]

[idem for each partner]

duly represented for the signature of the Specific agreement by the coordinator by virtue of the mandate[s] included in Annex IV of the Framework agreement.]

*[Option 2 for signing:*

2. [full official name] [ACRONYM]

[official legal status or form]<sup>5</sup>

[official registration No]<sup>6</sup>

[official address in full]

[VAT number],

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

[same for each partner]]

*[Option 3 — to be used if the parties communicate through the H2020 portal*

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<sup>2</sup> To be deleted or filled out in accordance with the ‘Legal Entity’ form.

<sup>3</sup> To be deleted or filled out in accordance with the ‘Legal Entity’ form.

<sup>4</sup> Option 1: Either the partners confer powers of attorney on the appointed coordinator (a model mandate is provided as Annex IV of the Framework agreement, requiring full details of the partners and their signatures) or, Option 2: each participating partner signs the Framework agreement itself on the last page.

<sup>5</sup> To be deleted or filled out in accordance with the ‘Legal Entity’ form.

<sup>6</sup> To be deleted or filled out in accordance with the ‘Legal Entity’ form.

2. [full official name] — established in [country]]
  3. [full official name] — established in [country]]
- [same for each partner]

if they sign the Accession Form set out in Annex IV of the Framework agreement,]

Unless otherwise specified, references to ‘partner’ and ‘partners’ include the coordinator.

The parties referred to above

HAVE AGREED

To the Specific agreement and the following annexes:

Annex I Description of the action

Annex II Estimated budget

## **ARTICLE 1 – SUBJECT MATTER OF THE SPECIFIC AGREEMENT**

The Specific agreement is concluded in the context of the partnership established between the parties. It is drawn up in accordance with the relevant terms of Framework partnership agreement No [...] signed between the Commission and the partners on [insert the date on which the last party has signed the Framework agreement] ("the Framework agreement").

The Commission has decided to award a grant, under the terms and conditions set out in the Specific agreement and the Framework agreement, for the action entitled [insert title of the action **in bold**] ("the action") as described in Annex I.

By signing the Specific agreement, the partners accept the grant and agree to implement the action in accordance with the terms and conditions of the Specific agreement and the Framework agreement, acting on their own responsibility.

## ARTICLE 2 – ENTRY INTO FORCE AND IMPLEMENTATION PERIOD OF THE SPECIFIC AGREEMENT

2.1 The Specific agreement enters into force on the date on which the last party signs.

2.2 The action runs for [insert number in bold] [months] starting on [the first day [of the month] following the date when the last party signs the Specific agreement][insert date]<sup>7</sup>.

## ARTICLE 3 — MAXIMUM AMOUNT AND FORM OF THE GRANT

3.1 The maximum amount of the grant is EUR [insert amount].

3.2 The grant takes the form of:<sup>8</sup>

(a) [the reimbursement of [...] % of the eligible costs of the *action* ('reimbursement of eligible costs'), which are estimated at EUR [...] and which are:]

[Reimbursement of eligible costs: not applicable]

(i) [actually incurred ('reimbursement of actual costs') for the [following categories of costs] [for [each of] the [following] partners] [[and] affiliated entities]: [...]] [reimbursement of actual costs: not applicable]

(ii) [declared on the basis of an amount of EUR [...] per [unit] ('reimbursement of unit costs') for the [following categories of costs] [for [each of] the [following] partners] [[and] affiliated entities]: [...]] [reimbursement of unit costs: not applicable]

(iii) [declared on the basis of a lump sum of EUR [...]] ('reimbursement of lump sum costs') for the [following categories of costs] [[for [each of] the [following] partners] [[and] affiliated entities]: [...]] [reimbursement of lump sum costs: not applicable]

(iv) [declared on the basis of a flat rate of [...] % of the eligible [direct][other] costs ('reimbursement of flat-rate costs') for the [following categories of costs] [for [each of] the [following] partners] [[and] affiliated entities]: [...]] [reimbursement of flat-rate costs: not applicable]

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<sup>7</sup> The date must be later than the date of entry into force of the Specific agreement unless authorised otherwise by the responsible authorising officer, in case the applicant demonstrates the need to start the action before the grant agreement enters into force. In any case the indicated date should not be earlier than the date of the submission of the grant application (Article 130 FR).

<sup>8</sup> Please complete the form(s) which apply/ies to your grant in point (a), indents (i) to (v), point (b), point (c) and point (d). In case one of the forms is not used please leave in a reference to the option in question so that it can be cross-referenced if necessary and simply indicate that they are not applicable (ex.: (a)(v) reimbursement of costs declared on the basis of the partner's usual cost accounting practices: not applicable). Please put the form(s) which apply/ies in bold.

The suboptions 3.2(a)(ii), (iii), (iv) or (v) or 3.2(b), (c), (d) or (e) are to be added only if the use of unit costs, lump sums or flat-rates was authorised by a decision of the Commission or the Authorizing officer. Suboptions 3.2(a)(iv) and 3.2(d) may be used without such a preliminary authorisation if they cover a flat rate for indirect costs of up to 7 % of the direct eligible costs.

- (v) [declared on the basis of [an amount per [unit]][a lump sum][a flat-rate] calculated in accordance with the partner’s usual cost accounting practices (‘reimbursement of costs declared on the basis of the partner’s usual cost accounting practices’) for the [following categories of costs] [for [each of] the [following] partners] [[and] affiliated entities]: [...]] [reimbursement of costs declared on the basis of the partner’s usual cost accounting practices: not applicable]
- (b) [A unit contribution of EUR [...] per [unit] (‘unit contribution’) to cover the [following categories of eligible costs] [for [each of] the [following] partners] [[and] affiliated entities]: [...]] [unit contribution: not applicable]
- (c) [A lump sum contribution of EUR [...] (‘lump sum contribution’) to cover the [following categories of eligible costs] [for [each of] the [following] partners] [[and] affiliated entities]: [...]] [lump sum contribution: not applicable]
- (d) [A flat-rate contribution of [...] % of the [eligible [direct][other] costs] [[unit] [lump sum] contribution to the eligible [direct][other] costs] (‘flat-rate contribution’) to cover the [following categories of costs] [for [each of] the [following] partners] [[and] affiliated entities]: [...]] [flat-rate contribution: not applicable]

**ARTICLE 4 — REPORTING — REQUESTS FOR PAYMENT *[Option to be used if the parties do not communicate through the H2020 portal]*: AND SUPPORTING DOCUMENTS**

**4.1 Reporting periods**

The *action* is divided into the following *reporting periods*:

- Reporting period 1: from month 1 to month [X]

[- Reporting period 2: from month [X+1] to month [Y]

- Reporting period 3: from month [Y+1] to month [Z]

[same for other reporting periods]

- Reporting period N: from month [N+1] to [the last month of the action].]

*[Options to be used if the parties do not communicate through the H2020 portal for Articles 4.2 to 4.4:*

**4.2 Request[s] for second [and][,][third][and][,][fourth][same for further] pre-financing payment[s] and supporting documents**

[The coordinator must submit a request for second [and][,] [third][and][,][fourth][same for further] pre-financing payment[s] within 60 calendar days following the end of the first [and][,] [second][and][,][third][same for further] reporting period[s].

The request must be accompanied by the following documents:

- (a) a progress report on the implementation of the *action* ('technical report on progress');
- (b) a statement on the amount of the previous pre-financing instalment used to cover costs of the *action* ('statement on the use of the previous pre-financing instalment'). The statement must be drawn up in accordance with Annex VI of the Framework agreement[.]; and
- (c) a financial guarantee.]]

[Not applicable]

### **4.3 Request[s] for interim payment[s] and supporting documents**

[The coordinator must submit a request for an interim payment within 60 calendar days following the end of [the first] [and][,] [second][and][,][third][same for further] reporting period[s].

This request must be accompanied by the following documents:

- (a) an interim report ('interim technical report'), drawn up in accordance with Annex V of the Framework agreement, containing:
  - (i) the information needed to justify the eligible costs declared or the contribution requested on the basis of unit costs and lump sums (where the grant takes the form of the reimbursement of unit or lump sum costs or of a unit or lump sum contribution, as provided for in Article 3.2(a)(ii) and (iii), (b) or (c);
  - (ii) information on subcontracting as referred to in Article II.11.1(d)(ii) of the Framework agreement;
- (b) an interim financial statement ('interim financial statement'). The interim financial statement must include a consolidated statement and a breakdown of the amounts claimed by each partner and its affiliated entities.

The interim financial statement must be drawn up in accordance with the structure of the estimated budget set out in Annex II of the Specific agreement and in accordance with Annex VI of the Framework agreement. It must also detail the amounts for each of the forms of grant set out in Article 3.2 for the reporting period concerned;

- (c) a certificate on the financial statements and underlying accounts ('certificate on the financial statements') for each partner and for each affiliated entity, if:
  - (i) the cumulative amount of payments the partner requests as reimbursement of actual costs as referred to in Article 3.2(a)(i) (and for which no certificate has yet been submitted) is EUR 325 000 or more;
  - (ii) the maximum grant amount indicated for that partner and its affiliated entities in the estimated budget as reimbursement of actual costs is EUR 750 000 or more.

This certificate must be produced by an approved auditor or, in case of public bodies, by a competent and independent public officer and drawn up in accordance with Annex VII of the Framework agreement.

The certificate must certify that the costs declared in the interim financial statement by the partner concerned or its affiliated entities for the categories of costs reimbursed in accordance with Article 3.2(a)(i) are real, accurately recorded and eligible in accordance with the Framework agreement and the Specific agreement.

[As an exception, the following partners and affiliated entities must not submit a certificate on the financial statements: insert partners or affiliated entities].<sup>9</sup>

The coordinator must certify that the information provided in the request for interim payment is full, reliable and true.

The coordinator must also certify that the costs incurred can be considered eligible in accordance with the Framework agreement and the Specific agreement and that the request for payment is substantiated by adequate supporting documents that can be produced in the context of the checks or audits described in Article II.27 of the Framework agreement.]

[Not applicable]

#### **4.4 Request for payment of the balance and supporting documents**

The coordinator must submit a request for payment of the balance within 60 calendar days following the end of the last reporting period.

This request must be accompanied by the following documents:

- (a) a final report on implementation of the action ('final technical report'), drawn up in accordance with Annex V of the Framework agreement, containing:
  - (i) the information needed to justify the eligible costs declared or the contribution requested on the basis of unit costs and lump sums (where the grant takes the form of the reimbursement of unit or lump sum costs or of a unit or lump sum contribution, as provided for in Article 3.2(a)(ii) and (iii), (b) or (c));

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<sup>9</sup> To be added where the authorising officer responsible decides to waive the obligation to provide a certificate on the financial statements and underlying accounts (see Article 207(3) RAP):

- for partners which are public bodies or international organisations;
- for interim payments, for partners of grants in connection with humanitarian aid, civil protection emergency operations and the management of crisis situations;
- for partners of multiple grants which have provided independent certification offering equivalent guarantees on the control system and methodology used to prepare their claims;
- where an audit has been or will be directly done by the Commission's own staff or by a body authorised to do so on its behalf.

(ii) information on subcontracting as referred to in Article II.11.1(d)(ii) of the Framework agreement;

(b) a final financial statement ('final financial statement'). The final financial statement must include a consolidated statement and a breakdown of the amounts claimed by each partner and its affiliated entities.

The final financial statement must be drawn up in accordance with the structure of the estimated budget set out in Annex II of the Specific agreement and in accordance with Annex VI of the Framework agreement and detail the amounts for each of the forms of grant set out in Article 3.2 for the last reporting period;

(c) a summary financial statement ('summary financial statement').

This statement must include a consolidated financial statement and a breakdown of the amounts declared or requested by each partner and its affiliated entities, aggregating the financial statements already submitted previously and indicating the receipts referred to in Article II.25.3 of the Framework agreement for each partner and its affiliated entities.

The summary financial statement must be drawn up in accordance with Annex VI of the Framework agreement;

(d) a certificate on the financial statements and underlying accounts ('certificate on the financial statements') for each partner and for each affiliated entity, if:

(i) the cumulative amount of payments the partner requests as reimbursement of actual costs as referred to in Article 3.2(a)(i) (and for which no certificate has yet been submitted) is EUR 325 000 or more;

(ii) the maximum grant amount indicated for that partner and its affiliated entities in the estimated budget as reimbursement of actual costs is EUR 750 000 or more.

This certificate must be produced by an approved auditor or, in case of public bodies, by a competent and independent public officer and drawn up in accordance with Annex VII of the Framework agreement.

The certificate must certify that the costs declared in the final financial statement by the partner concerned or its affiliated entities for the categories of costs reimbursed in accordance with Article 3.2(a)(i) are real, accurately recorded and eligible in accordance with the Framework agreement and the Specific agreement.

In addition, the certificate must certify that all the receipts referred to in Article II.25.3 of the Framework agreement have been declared.



[As an exception, the following partners and affiliated entities must not submit a certificate on the financial statements: [insert partners or affiliated entities].<sup>10</sup>]

The coordinator must certify that the information provided in the request for payment of the balance is full, reliable and true.

The coordinator must also certify that the costs incurred can be considered eligible in accordance with the Framework agreement and the Specific agreement and that the request for payment is substantiated by adequate supporting documents that can be produced in the context of the checks or audits described in Article II.27 of the Framework agreement.

In addition, the coordinator must certify that all the receipts referred to in Article II.25.3 of the Framework agreement have been declared.]

*[Options to be used if the parties communicate through the H2020 portal if there are two or more reporting periods for Articles 4.2 to 4.4:*

#### **4.2 Periodic report[s] — Request[s] for second [and][,] third][and][,][fourth][same for further] pre-financing payment[s]**

The coordinator must submit a periodic report within 60 calendar days following the end of the first [and][,] [second][and][,][third][same for further] reporting period[s].

The periodic report must include the following:

- (a) a progress report on implementation of the *action* ('periodic technical report');
- (b) a statement on the amount of the previous pre-financing instalment used to cover costs of the action ('statement on the use of the previous pre-financing instalment'), drawn up in accordance with Annex VI of the Framework agreement and including the request for a further pre-financing payment[.]; and
- (c) a financial guarantee.]

[Not applicable]

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<sup>10</sup> To be added where the authorising officer responsible decides to waive the obligation to provide a certificate on the financial statements and underlying accounts (see Article 207(3) RAP):

- for partners which are public bodies or international organisations;
- for interim payments, for partners of grants in connection with humanitarian aid, civil protection emergency operations and the management of crisis situations;
- for partners of multiple grants which have provided independent certification offering equivalent guarantees on the control system and methodology used to prepare their claims;
- where an audit has been or will be directly done by the Commission's own staff or by a body authorised to do so on its behalf.

### 4.3 Periodic report[s] — Request[s] for interim payment[s]

The coordinator must submit a periodic report within 60 calendar days following the end of [the first] [and][,] [second][and][,][third][same for further] reporting period[s].

The periodic report must contain:

- (a) a periodic report on the implementation of the *action* (‘periodic technical report’), drawn up using the forms and templates provided in the *electronic exchange system*.

The periodic technical report must contain:

- (i) the information needed to justify the eligible costs declared or the contribution requested on the basis of unit costs and lump sums (where the grant takes the form of the reimbursement of unit or lump sum costs or of a unit or lump sum contribution as provided for in Article 3.2(a)(ii), (iii), (b) or (c));
  - (ii) information on subcontracting as referred to in Article II.11.1(d)(ii) of the Framework agreement;
- (b) a periodic financial report (‘periodic financial report’) containing:

- (i) an individual financial statement from each partner and its affiliated entities for the reporting period concerned.

The individual financial statement must be drawn up using the forms and templates provided in the *electronic exchange system* and must detail the amounts for each of the forms of grant set out in Article 3.2.

The individual financial statements of the last reporting period must also detail the receipts of the *action* referred to in Article II.25.3 of the Framework agreement.

Each partner must certify that the information provided in the financial statement is full, reliable and true.

Each partner must also certify that the costs incurred can be considered eligible in accordance with the Framework agreement and the Specific agreement and that the periodic financial statement is substantiated by adequate supporting documents that can be produced in the context of the checks or audits described in Article II.27 of the Framework agreement.

In addition, for the last reporting period, each partner must certify that all the receipts referred to in Article II.25.3 of the Framework agreement have been declared;

- (ii) a periodic summary financial statement (‘summary financial statement’) created automatically by the *electronic exchange system*. The summary financial statement

consolidates the individual financial statements for the reporting period concerned and includes the request for interim payment, except for the last reporting period;

- (c) a certificate on the financial statements and underlying accounts ('certificate on the financial statements') for each partner and for each affiliated entity, if:
- (i) the cumulative amount of payments the partner requests as reimbursement of actual costs as referred to in Article 3.2(a)(i) (and for which no certificate has yet been submitted) is EUR 325 000 or more;
  - (ii) the maximum grant amount indicated for that partner and its affiliated entities in the estimated budget as reimbursement of actual costs is EUR 750 000 or more.

This certificate must be produced by an approved auditor or, in case of public bodies, by a competent and independent public officer and drawn up in accordance with Annex VII of the Framework agreement.

The certificate must certify that the costs declared in the individual financial statement by the partner concerned or its affiliated entities for the categories of costs reimbursed in accordance with Article 3.2(a)(i) are real, accurately recorded and eligible in accordance with the Framework agreement and the Specific agreement.

In addition, for the payment of the balance, the certificate must certify that all the receipts referred to in Article II.25.3 of the Framework agreement have been declared.

[As an exception, the following partners and affiliated entities must not submit a certificate on the financial statements: [insert partners or affiliated entities].<sup>11</sup>]

[Not applicable]

#### **4.4 Final report — Request for payment of the balance**

In addition to the periodic report corresponding to the last reporting period, the coordinator must submit the final report within 60 calendar days following the end of the last reporting period.

The final report must include the following:

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<sup>11</sup> To be added where the authorising officer responsible decides to waive the obligation to provide a certificate on the financial statements and underlying accounts (see Article 207(3) RAP):

- for partners which are public bodies or international organisations;
- for interim payments, for partners of grants in connection with humanitarian aid, civil protection emergency operations and the management of crisis situations;
- for partners of multiple grants which have provided independent certification offering equivalent guarantees on the control system and methodology used to prepare their claims;
- where an audit has been or will be directly done by the Commission's own staff or by a body authorised to do so on its behalf.

- (a) a final report on implementation of the *action* ('final technical report'), drawn up using the forms and templates provided in the *electronic exchange system*;
- (b) a final summary financial statement ('final summary financial statement'), created automatically by the *electronic exchange system*. The final summary financial statement consolidates the individual financial statements for all reporting periods and includes the request for payment of the balance.]

*[Option to be used if the parties communicate through the H2020 portal if there is only one reporting period for Articles 4.2 to 4.4:]*

#### **4.2 Periodic report — Request for second pre-financing payment**

Not applicable

#### **4.3 Periodic report — Request for interim payment**

Not applicable

#### **4.4 Final report — Request for payment of the balance**

The coordinator must submit the final report within 60 calendar days following the end of the reporting period.

The final report must include the following:

- (a) a final report on the implementation of the *action* ('final technical report'), drawn up using the forms and templates provided in the *electronic exchange system*.

The final technical report must contain:

- (i) the information needed to justify the eligible costs declared or the contribution requested on the basis of unit costs and lump sums (where the grant takes the form of the reimbursement of unit or lump sum costs or of a unit or lump sum contribution as provided for in Article 3.2(a)(ii), (iii), (b) or (c));;
  - (ii) information on subcontracting as referred to in Article II.11.1(d)(ii) of the Framework agreement;
- (b) a final financial report ('final financial report') containing:

- (i) an individual financial statement from each partner and its affiliated entities for the reporting period.

The individual financial statement must be drawn up using the forms and templates provided in the *electronic exchange system* and must detail the amounts for each of the forms of grant set out in Article 3.2.

The individual financial statement must also detail the receipts of the *action* referred to in Article II.25.3 of the Framework agreement.

Each partner must certify that the information provided in the financial statement is full, reliable and true.

Each partner must also certify that the costs incurred can be considered eligible in accordance with the Framework agreement and the Specific agreement and that the final financial statement is substantiated by adequate supporting documents that can be produced in the context of the checks or audits described in Article II.27 of the Framework agreement.

In addition, each partner must certify that all the receipts referred to in Article II.25.3 of the Framework agreement have been declared;

- (ii) a final summary financial statement ('final summary financial statement'), created automatically by the electronic exchange system. The final summary financial statement consolidates the individual financial statements for the reporting period and includes the request for payment of the balance;
- (c) a certificate on the financial statements and underlying accounts ('certificate on the financial statements') for each partner and for each affiliated entity, if:
- (i) the cumulative amount of payments the partner requests as reimbursement of actual costs as referred to in Article 3.2(a)(i) (and for which no certificate has yet been submitted) is EUR 325 000 or more;
  - (ii) the maximum grant amount indicated for that partner and its affiliated entities in the estimated budget as reimbursement of actual costs is EUR 750 000 or more.

This certificate must be produced by an approved auditor or, in case of public bodies, by a competent and independent public officer and drawn up in accordance with Annex VII of the Framework agreement.

The certificate must certify that the costs declared in the individual financial statement by the partner concerned or its affiliated entities for the categories of costs reimbursed in accordance with Article 3.2(a)(i) are real, accurately recorded and eligible in accordance with the Framework agreement and the Specific agreement.

In addition, the certificate must certify that all the receipts referred to in Article II.25.3 of the Framework agreement have been declared.

[As an exception, the following partners and affiliated entities must not submit a certificate on the financial statements: [insert partners or affiliated entities].<sup>12</sup>]

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<sup>12</sup> To be added where the authorising officer responsible decides to waive the obligation to provide a certificate on the financial statements and underlying accounts (see Article 207(3) RAP):

#### 4.5 Information on cumulative expenditure incurred

[In addition to the reporting requirements set out above, the coordinator must inform the Commission by [31 December] [30 November] each year about the cumulative expenditure incurred by the partners from the *starting date*.

This information is required for the Commission's accounting purposes and may not be used for determining the final amount of the grant.]<sup>13</sup>

[Not applicable]

#### 4.6 Currency for *[Option to be used if the parties do not communicate through the H2020 portal: requests for payment and financial statements]* *[Option to be used if the parties communicate through the H2020 portal: financial statements]* and conversion into euro

*[Option by default:*

*[Option to be used if the parties do not communicate through the H2020 portal: Requests for payment and financial statements]* *[Option to be used if the parties communicate through the H2020 portal: Financial statements]* must be drafted in euros.

Partners and affiliated entities with general accounts in a currency other than the euro must convert costs incurred in another currency into euros at the average of the daily exchange rates published in the C series of the *Official Journal of the European Union* (available at <http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>), determined over the corresponding reporting period.

If no daily euro exchange rate is published in the *Official Journal of the European Union* for the currency in question, conversion must be made at the average of the monthly accounting rates established by the Commission and published on its website ([http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/inforeuro/inforeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm)), determined over the corresponding reporting period.

Partners and affiliated entities with general accounts in euros must convert costs incurred in another currency into euros in accordance with their usual accounting practices.]

*[Other option 1 — Conversion by the partner of costs recorded in its accounts (not incurred):*

Requests for payment and financial statements must be drafted in euros.

- 
- for partners which are public bodies or international organisations;
  - for partners receiving multiple grants which have provided independent certification offering equivalent guarantees on the control system and methodology used to prepare their claims;
  - where an audit has been or will be directly done by the Commission's own staff or by a body authorised to do so on its behalf.

<sup>13</sup> To be added in the case of grants of more than EUR 5 000 000 for which pre-financing is paid and the reporting periods for interim payments or payments of the balance exceed 18 months.

Partners and affiliated entities with general accounts in a currency other than the euro must convert costs recorded in their accounts into euros at the average of the daily exchange rates published in the C series of the *Official Journal of the European Union*, determined over the corresponding reporting period (available at <http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>).

If no daily euro exchange rate is published in the *Official Journal of the European Union* for the currency in question, conversion must be made at the average of the monthly accounting rates established by the Commission and published on its website ([http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/inforeuro/inforeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm)), determined over the corresponding reporting period.

Partners and affiliated entities with general accounts in euros must convert costs incurred in another currency into euros in accordance with their usual accounting practices.]

***[Other option 2 — Exceptional — Conversion by the Commission:***

[Request[s] for pre-financing payment[s] must be drafted by the partners in euros.]

Request[s] for [interim payment[s] and] payment of the balance and financial statements must be drafted by the partners in the currencies in which their general accounts are drawn up.

The Commission must convert the amount requested in another currency into euros at the daily rate published in the C series of the *Official Journal of the European Union* applicable on the day when the payment order, or if the balance is negative, the recovery order, is drawn up by the Commission (available at <http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>).

If no daily euro exchange rate is published in the *Official Journal of the European Union* for the currency in question, the Commission must use the monthly accounting rate established by the Commission and published on its website ([http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/inforeuro/inforeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm)), applicable on the day when the payment order or recovery order is issued by the Commission.]

**4.7 Language of *[Option to be used if the parties do not communicate through the H2020 portal: requests for payments, technical reports and financial statements]* *[Option to be used if the parties communicate through the H2020 portal: reports]***

*[Option to be used if the parties do not communicate through the H2020 portal:* All requests for payments, technical reports and financial statements must be submitted in [language].]

*[Option to be used if the parties communicate through the H2020 portal:* All reports (technical and financial reports, including financial statements) must be submitted in [language].]

## ARTICLE 5 — PAYMENTS AND PAYMENT ARRANGEMENTS

### 5.1 Payments to be made

The Commission must make the following payments to the coordinator:

- [[one] [a first] pre-financing payment;]
- [a [second][and][,][third][same for further] pre-financing payment[s], on the basis of the request for the [second][and][,][third][same for further] pre-financing payment[s] referred to in Article 4.2;]
- [[one] [a first [and][,][second][and][,][third][same for further] interim payment[s], on the basis of the request[s] for interim payment[s] referred to in Article 4.3;]
- one payment of the balance, on the basis of the request for payment of the balance referred to in Article 4.4.

### 5.2 Pre-financing payment[s]

[The aim of the pre-financing is to provide the partners with a float. The pre-financing remains the property of the Union until it is cleared against interim payments or, if it is not cleared against interim payments, until the payment of the balance.

*[Option if one pre-financing payment:* The Commission must make the pre-financing payment of EUR [insert amount] to the coordinator within 30 calendar days from [the entry into force of the Specific agreement][insert a date later than the date of the entry into force of the Specific agreement] [or from when the Commission receives the financial guarantee of EUR [insert amount], whichever is the latest], except if Article II.24.1 of the Framework agreement applies.]

*[Option if several pre-financing payments:* The Commission must make a first pre-financing payment of EUR [insert amount] to the coordinator within 30 calendar days from [the entry into force of the Specific agreement][insert a date later than the date of the entry into force of the Specific agreement] [or from when the Commission receives the financial guarantee of EUR [insert amount], whichever is the latest], except if Article II.24.1 of the Framework agreement applies.

The Commission must make a second pre-financing payment of EUR [insert amount] to the coordinator within 60 calendar days from when the Commission receives the request for second pre-financing payment referred to in Article 4.2 [or from when it receives the financial guarantee of EUR [insert amount], whichever is the latest], except if Article II.24.1 or II.24.2 of the Framework agreement apply.

[The Commission must make a third pre-financing payment of EUR [insert amount] to the coordinator within 60 calendar days from when the Commission receives the request for third pre-financing payment referred to in Article 4.2 [or from when it receives the financial guarantee of



EUR [insert amount], whichever is the latest], except if Article II.24.1 or II.24.2 of the Framework agreement apply.]

[Same for further pre-financing payments]

[The financial guarantee must fulfil the following conditions:

- (a) it is provided by a bank or an approved financial institution or, if requested by the coordinator and accepted by the Commission, by a third party;
- (b) the guarantor stands as first-call guarantor and does not require the Commission to first have recourse against the principal debtor (i.e. the partner concerned); and
- (c) it explicitly remains in force until the pre-financing is cleared against interim payments or payment of the balance by the Commission. If payment of the balance takes the form of a recovery, the financial guarantee must remain in force until three months after the debit note is notified to a partner. The Commission must release the guarantee within the following month.]

If the statement on the use of the previous pre-financing instalment submitted in accordance with Article 4.2 shows that less than 70 % of the previous pre-financing instalment paid has been used to cover costs of the *action*, the amount of the new pre-financing to be paid must be reduced by the difference between the 70 % ceiling and the amount used.]

[Not applicable]

### **5.3 Interim payment[s]**

[Interim payments reimburse or cover the eligible costs incurred for the implementation of the *action* during the corresponding reporting periods.

The Commission must pay the coordinator the amount due as interim payment within [60][90] calendar days from when the Commission receives the documents referred to in Article 4.3, except if Article II.24.1 or II.24.2 of the Framework agreement apply.

*[Option to be used if the parties do not communicate through the H2020 portal:*

Payment is subject to the approval of the request for interim payment and of the supporting documents. Their approval does not imply recognition of the compliance, authenticity, completeness or correctness of their content.]

*[Option to be used if the parties communicate through the H2020 portal:*

Payment is subject to the approval of the periodic report. Its approval does not imply recognition of the compliance, authenticity, completeness or correctness of its content.]

The Commission calculates the amount due as interim payment as follows:

Step 1 — It applies the reimbursement rate to the eligible costs and adds the unit, flat-rate and lump sum contributions

Step 2 — [It clears the pre-financing] [Clearing of the pre-financing not applicable]

Step 3 — It limits the amount to [[insert percentage] of] the *maximum amount of the grant*

### 5.3.1 Step 1 — Applying the reimbursement rate to the eligible costs and adding the unit, flat-rate and lump sum contributions

This step is applied as follows:

- (a) If, in accordance with Article 3.2(a), the grant takes the form of the reimbursement of eligible costs, the reimbursement rate specified in that Article is applied to the eligible costs of the action approved by the Commission for the concerned reporting period and for the corresponding categories of costs, partners and affiliated entities;
- (b) If, in accordance with Article 3.2(b), the grant takes the form of a unit contribution, the unit contribution specified in that Article is multiplied by the actual number of units approved by the Commission for the concerned reporting period and for the corresponding partners and affiliated entities;
- (c) If, in accordance with Article 3.2(c), the grant takes the form of a lump sum contribution, the Commission applies the lump sum specified in that Article for the corresponding partners and affiliated entities if it finds that the corresponding tasks or part of the *action* were implemented properly in accordance with Annex I during the concerned reporting period;
- (d) If, in accordance with Article 3.2(d), the grant takes the form of a flat-rate contribution, the flat rate referred to in that Article is applied to the eligible costs or to the contribution approved by the Commission for the concerned reporting period and for the corresponding partners and affiliated entities.

If Article 3.2 provides for a combination of different forms of grant, the amounts obtained must be added.

### 5.3.2 Step 2 — Clearing the pre-financing

[The [first][,][and][second][same for further] interim payment[s] must clear [[...] % of] the amount of the [first][,][and [second] [same for further] pre-financing payment[s] previously made.

The amount of pre-financing to be cleared must be deducted from the amount obtained following Step 1.]

[Not applicable]

### 5.3.3 Step 3 — Limiting the amount to [[insert percentage] of] the *maximum amount of the grant*

The total amount of [pre-financing and] interim payments must not exceed [[insert percentage] % of] the *maximum amount of the grant*.

[Not applicable] *for the whole Article 5.3*

## **5.4 Payment of the balance**

The payment of the balance reimburses or covers the remaining part of the eligible costs incurred by the partners for the implementation of the *action*.

If the total amount of earlier payments is greater than the final amount of the grant determined in accordance with Article II.25 of the Framework agreement, the payment of the balance takes the form of a recovery as provided for by Article II.26 of the Framework agreement.

If the total amount of earlier payments is lower than the final amount of the grant determined in accordance with Article II.25 of the Framework agreement, the Commission must pay the balance within [60][90] calendar days from when it receives the documents referred to in Article 4.4, except if Article II.24.1 or II.24.2 of the Framework agreement apply.

### *[Option to be used if the parties do not communicate through the H2020 portal:*

Payment is subject to the approval of the request for payment of the balance and of the accompanying documents. Their approval does not imply recognition of the compliance, authenticity, completeness or correctness of their content.]

### *[Option to be used if the parties communicate through the H2020 portal:*

Payment is subject to the approval of the final report. Its approval does not imply recognition of the compliance, authenticity, completeness or correctness of its content.]

The Commission determines the amount due as the balance by deducting the total amount of pre-financing and interim payments (if any) already made from the final amount of the grant determined in accordance with Article II.25 of the Framework agreement.

The amount to be paid may however be offset, without the partner's consent, against any other amount owed by the partner to the Commission or to an executive agency (under the EU or Euratom budget), up to the maximum contribution indicated for that partner, in the estimated budget in Annex II.

## **5.5 Notification of amounts due**

The Commission must send a *formal notification* to the coordinator:

- (a) informing it of the amount due; and

- (b) specifying whether the notification concerns a further pre-financing payment, an interim payment or the payment of the balance.

For the payment of the balance, the Commission must also specify the final amount of the grant determined in accordance with Article II.25 of the Framework agreement.

## **5.6 Interest on late payment**

If the Commission does not pay within the time limits for payment, the partners are entitled to late-payment interest at the rate applied by the European Central Bank for its main refinancing operations in euros ('the reference rate'), plus three and a half points. The reference rate is the rate in force on the first day of the month in which the time limit for payment expires, as published in the C series of the *Official Journal of the European Union*.

Late-payment interest is not due if all partners are Member States of the Union (including regional and local government authorities and other public bodies acting in the name of and on behalf of the Member State for the purpose of the Framework agreement and the Specific agreement).

If the Commission suspends the time limit for payment as provided for in Article II.24.2 of the Framework agreement or if it suspends payments as provided for in Article II.24.1 of the Framework agreement, these actions may not be considered as cases of late payment.

Late-payment interest covers the period running from the day following the due date for payment, up to and including the date of actual payment as established in Article 5.8. The Commission does not consider payable interest when determining the final amount of grant within the meaning of Article II.25 of the Framework agreement.

As an exception to the first subparagraph, if the calculated interest is lower than or equal to EUR 200, it must be paid to the coordinator only if the coordinator requests it within two months of receiving late payment.

## **5.7 Currency for payments**

The Commission must make payments in euros.

## **5.8 Date of payment**

Payments by the Commission are considered to have been carried out on the date when they are debited to its account.

## **5.9 Costs of payment transfers**

Costs of the payment transfers are borne as follows:

- (a) the Commission bears the costs of transfer charged by its bank;
- (b) the partner bears the costs of transfer charged by its bank;

(c) the party causing a repetition of a transfer bears all costs of repeated transfers.

## **5.10 Payments to the coordinator**

The Commission must make payments to the coordinator.

Payments to the coordinator discharge the Commission from its payment obligation.

*[Option to be used if the parties communicate through the H2020 portal:]*

The coordinator may only distribute pre-financing if all the partners mentioned in the preamble have acceded to the Framework agreement in accordance with Article 1.2.]

## **ARTICLE 6 — BANK ACCOUNT FOR PAYMENTS**

All payments must be made to the coordinator's bank account as indicated below:

Name of bank: [...]

Precise denomination of the account holder: [...]

Full account number (including bank codes): [...]

[IBAN code: [...]]<sup>14</sup>

## **ARTICLE 7 - COMMUNICATION DETAILS OF THE PARTIES *[Option to be used if the parties communicate through the H2020 portal:]* AND ACCESS TO THE ELECTRONIC EXCHANGE SYSTEM]**

*[Option to be used if the parties do not communicate through the H2020 portal]*

### **7.1 Communication details of the Commission**

Any communication addressed to the Commission must be sent to the following address:

European Commission

Directorate-General [complete]

Directorate [complete]

Unit [complete]

[Post code, town and country]

Email address: [insert functional mailbox]]

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<sup>14</sup> BIC or SWIFT code could be used for countries which do not use the IBAN code.

## 7.2 Communication details of the partners

Any communication from the Commission to the partners must be sent to the following address:

[Full name]

[Function]

[Name of the entity]

[Full official address]

Email address: [complete]/

*[Option to be used if the parties communicate through the H2020 portal]*

### 7.1 Communication details until payment of the balance

Until the payment of the balance, any communication must be made through the *electronic exchange system*.

The *electronic exchange system* must be accessed via the following URL:

[insert URL]

### 7.2 Communication details of the Commission after payment of the balance

After the payment of the balance, any communication addressed to the Commission must be sent to the following address:

European Commission

Directorate-General [complete]

Directorate [complete]

Unit [complete]

[Post code, town and country]

### 7.3 Communication details of the partners after payment of the balance

After the payment of the balance, any communication addressed to the partners must be sent to its legal address as specified in the "beneficiary Register".]

## **[ARTICLE XX – ENTITIES AFFILIATED TO THE PARTNERS]<sup>15</sup>**

The following entities are considered as affiliated entities to the partners for the purpose of the Specific agreement:

- [name of the entity];
- [name of the entity];

[idem for further affiliated entities]

## **[ARTICLE XX – ADDITIONAL PROVISIONS ON REIMBURSEMENT OF COSTS DECLARED ON THE BASIS OF THE PARTNERS' USUAL COST ACCOUNTING PRACTICES]<sup>16</sup>**

[In addition to the conditions set out in Article II.20.3.1 of the Framework agreement, if, in accordance with Article 3.2(a)(v) of the Specific agreement, the specific grant takes the form of the reimbursement of [unit costs] [lump sum costs] [flat-rate costs] declared by a partner on the basis of its usual cost accounting practices, the partner must ensure that the cost accounting practices used are also in compliance with the following conditions: [...].]

[If, in accordance with Article 3.2(a)(v) of the Specific agreement, the specific grant takes the form of the reimbursement of [unit costs] [lump sum costs] [flat-rate costs] declared by a partner on the basis of its usual cost accounting practices, the partner may ask the Commission to assess whether the cost accounting practices used by the partner comply with the conditions referred to in Article II.20.3.1 of the Framework agreement [and in the first subparagraph]. [In such case, the partner must submit a certificate on the compliance of the cost accounting practices ('certificate on the compliance of the cost accounting practices') in accordance with Article II.20.3.2 of the Framework agreement.]]

## **[ARTICLE XX — ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)]**

[In accordance with Article II.9.3 of the Framework agreement, whereby the Union acquires rights to use the results of the action, these results may be exploited using any of the following modes:

- (a) [distribution to the public in hard copies, in electronic or digital format, on the internet including social networks as a downloadable or non-downloadable file;] [not applicable;]

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<sup>15</sup> Adding this special condition is indispensable in case the beneficiary is a sole beneficiary formed by other entities in the sense of Article 122(1) FR. In this case the entities composing the beneficiary, and actually implementing the action, are considered as affiliated entities with the right to incur eligible costs.

Please include this provision if a partner would involve different affiliated entities in the implementation of the different specific action grants. In this case please delete the similar provision related to affiliated entities from the Framework agreement.

<sup>16</sup> This option is to be added if the use of unit costs, lump sums or flat-rates calculated on the basis of the partner's usual cost accounting practices was authorised by a decision of the Commission or the Authorizing officer.

The provision could be included in the model Specific agreement attached to the Framework agreement as an option and actually used only for those specific grants where relevant. The option should be deleted where the Framework agreement already contains a similar provision.

- (b) [communication through press information services;] [not applicable;]
- (c) [inclusion in widely accessible databases or indexes, such as via ‘open access’ or ‘open data’ portals, or similar repositories, whether freely accessible or accessible only upon subscription;] [not applicable;]
- (d) [[edit] [or] [re-write in another way] the results of the action, including [shortening], [summarising], [modifying the content], [correcting technical errors in the content] [insert other as appropriate;] [not applicable;]
- (e) [[cut], [insert [meta-data], [legends [or] [other graphic], [[visual], [audio] [or] [word] elements] [insert other as appropriate] [in] the results of the action;] [not applicable;]
- (f) [[extract a part (e.g. audio or video files) of], [divide into parts] [or] [compile] the results of the action;] [not applicable;]
- (g) [prepare derivative works of the results of the action;] [not applicable;]
- (h) [[translate], [insert subtitles in], [dub] the results of the action in:
  - [English], [French], [German]
  - [all official languages of EU]
  - [languages of candidate countries]
  - [list other languages as appropriate]]
 [not applicable;]
- (i) [license or sub-license to third parties, including if there are licensed pre-existing rights, any of the rights or modes of exploitation set out [in point[s] [...] of Article II.9.3 of the Framework agreement] [and] [in point[s] [...] above].] [not applicable.]]

[The partners must ensure that the Union has the rights of use specified [in Article II.9.3 of the Framework agreement] [and] [in points [...] above] [for a period of [...]] [for the whole duration of the industrial or intellectual property right[s] concerned].]

## **[Article XX — SPECIAL PROVISIONS ON THE FINANCIAL RESPONSIBILITY FOR RECOVERIES**

[The financial responsibility of each partner is limited to its own debt, including any amount unduly paid by the Commission as a contribution towards the costs incurred by its affiliated entities.

Point (c) of the third paragraph of Article II.26.3 of the Framework agreement does not apply.]<sup>17</sup>

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<sup>17</sup> To be added if an individual financial responsibility regime applies. An individual financial liability regime is less protective for the Union’s financial interests than the joint and several responsibility with an individual ceiling, which is the regime provided for in the General Conditions.

The provision could be included in the model Specific agreement attached to the Framework agreement as an option and actually used only for those specific grants where relevant. The option should be deleted where the Framework agreement already contains a similar provision.



[As an exception to point (c) of the third paragraph of Article II.26.3 of the Framework agreement, the partners are jointly and severally liable for repaying any debt under the Specific agreement up to the *maximum amount of the grant*. The partners are also jointly and severally liable for interest on late payment, when applicable.]<sup>18</sup>

#### **[ARTICLE XX - INAPPLICABILITY OF THE NO-PROFIT PRINCIPLE**

As an exception to Article II.25.3 of the Framework agreement, the no-profit principle does not apply to the action.]<sup>19</sup>

#### **[ARTICLE XX – ELIGIBILITY OF EQUIPMENT COSTS**

As an exception to Article II.19.2(c) of the Framework agreement, the full cost of purchase of equipment is eligible [, subject to the following conditions: [...]].<sup>20</sup>

#### **[ARTICLE XX — INELIGIBILITY OF VALUE ADDED TAX**

As an exception to Article II.19.2(h) of the Framework agreement, paid value added tax (VAT) is not eligible [under the Specific agreement] [for the following activities as described in Annex I: [...]].<sup>21</sup>

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<sup>18</sup> To be added if an unconditional joint and several financial responsibility regime applies, i.e. the joint and several responsibility regime provided for in the General Conditions but without any ceiling per partner (this is the regime that is most protective for the Union's financial interests).

The provision could be included in the model Specific agreement attached to the Framework agreement as an option and actually used only for those specific grants where relevant. The option should be deleted where the Framework agreement already contains a similar provision.

<sup>19</sup> To be added in the following cases, as provided in Article 125(4) FR:

- the objective of the action, as described in Annex I, is to reinforce the financial capacity of the partners;
- where required by Annex I, continuity of the action after the end of the implementation period is to be ensured by the income generated by the action;
- grants described in Annex I in the form of study, research or training scholarships paid to natural persons or as other forms of direct support paid to natural persons who are most in need;
- grants the maximum amount of which, as laid down in Article 3.1, is lower than or equal to EUR 60 000.

The provision could be included in the model Specific agreement attached to the Framework agreement as an option and actually used only for those specific grants where relevant. The option should be deleted where the Framework agreement already contains a similar provision.

<sup>20</sup> The provision could be included in the model Specific agreement attached to the Framework agreement as an option and actually used only for those specific grants where relevant. The option should be deleted where the Framework agreement already contains a similar provision.

<sup>21</sup> To be added where the relevant basic act provides for ineligibility of VAT or where the activities supported through the specific grant fall within one of the following categories:

- taxed activities or exempt activities with right of deduction. For those activities, VAT is deductible, hence ineligible;

**[ARTICLE XX – SPECIAL PROVISIONS ON BUDGET TRANSFERS<sup>22 23</sup>**

As an exception to the first subparagraph of Article II.22 of the Framework agreement, budget transfers [between partners] [between budget categories] are limited to [...] % of [the estimated eligible costs of the *action* specified in Article 3.2] [the amount of the budget of the partner for which the transfer is intended] [the amount of each budget category for which the transfer is intended].]

**[ARTICLE XX – SPECIAL PROVISIONS ON BUDGET TRANSFERS INVOLVING USE OF PROVISIONS FOR [CONTINGENCIES][AND] [FOREIGN EXCHANGE LOSSES]<sup>24 25</sup>**

As an exception to the first subparagraph of Article II.22 of the Framework agreement, any use of the provisions for [contingencies][and][foreign exchange losses] included in the estimated budget in Annex II must be communicated by the coordinator and approved by the Commission.]

**SIGNATURES**

*Option 1 for signing:*

For the coordinator  
[function/forename/surname]

For the Commission  
[forename/surname]

[signature]  
Done at [place], [date]

[signature]  
Done at [place], [date]

- 
- activities engaged in as a public authority by the partner where it is a State, regional or local government authority or another body governed by public law.

The provision could be included in the model Specific agreement attached to the Framework agreement as an option and actually used only for those specific grants where relevant. The option should be deleted where the Framework agreement already contains a similar provision.

<sup>22</sup> This provision could be included in the model Specific agreement attached to the Framework agreement as an option and actually used only for those specific grants where relevant. The option should be deleted where the Framework agreement already contains a similar provision. This provision is not to be used if the parties communicate through the H2020 portal.

<sup>23</sup> Not to be used if the parties communicate through the H2020 portal.

<sup>24</sup> To be added if such provisions were envisaged under the call for proposals and are provided for in the estimated budget in Annex II.

This provision could be included in the model Specific agreement attached to the Framework agreement as an option and actually used only for those specific grants where relevant. The option should be deleted where the Framework agreement already contains a similar provision. This provision is not to be used if the parties communicate through the H2020 portal.

<sup>25</sup> Not to be used if the parties communicate through the H2020 portal.

*Option 2 for signing:*

For the partner  
[function/forename/surname]

[signature]

Done at [place], [date]

For the Commission  
[forename/surname]

[signature]

Done at [place], [date]

For the partner  
[function/forename/surname]

[signature]

Done at [place], [date]

[idem for each partner]

In duplicate in English

*Option 3 for signing:*

For the coordinator  
[function/forename/surname]  
[electronic signature]  
Done in [English] on [electronic time stamp]

For the Commission  
[forename/surname]  
[electronic signature]  
Done in [English] on [electronic time stamp]