



EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR AGRICULTURE AND RURAL DEVELOPMENT
Directorate B. Quality, Research & Innovation, Outreach
B.1. External communication and promotion policy

GRANT AGREEMENT FOR AN ACTION WITH ONE BENEFICIARY

AGREEMENT NUMBER — [AGRI/2017/0XXX]

This Agreement ('the 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 the Agreement by Ms. Lene NAESAGER, Sub-delegated Authorising Officer, Head of Unit, Directorate-General for Agriculture and Rural Development, Direction B - Unit B.1, External communication and promotion policy

on the one part,

and

on the other part,

'the beneficiary'

[full official name] [ACRONYM]

[official legal status or form]

[official registration No]

[official address in full]

[VAT number],

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

The parties referred to above

HAVE AGREED

to the Special Conditions (“the Special Conditions”) and the following Annexes:

- Annex I Description of the action
- Annex II General Conditions (“the General Conditions”)
- Annex III Estimated budget
- Annex IV Model of Specimen letter for technical and financial implementation report
- Annex V Model financial statement
- Annex VI Model terms of reference for the certificate on the financial statements: not applicable
- Annex VII Model terms of reference for the certificate on the compliance of the cost accounting practices: not applicable
- Annex VIII Maximum accommodation costs (hotel) accepted by the Commission

which form an integral part of the Agreement.

The provisions in the Special Conditions of the Agreement take precedence over its Annexes.

The provisions in Annex II "General Conditions" take precedence over the other Annexes.

SPECIAL CONDITIONS

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ARTICLE I.1 – SUBJECT MATTER OF THE AGREEMENT

The Commission has decided to award a grant under the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Agreement, for the *action* entitled as described in Annex I.

By signing the Agreement the beneficiary accepts the grant and agrees to implement the action, acting on its own responsibility.

ARTICLE I.2 – ENTRY INTO FORCE AND IMPLEMENTATION PERIOD OF THE AGREEMENT

I.2.1 The Agreement enters into force on the date on which the last party signs it.

I.2.2 The action runs for 12 months starting on **the first day following the date when the last party signs the Agreement.**

ARTICLE I.3 – MAXIMUM AMOUNT AND FORM OF GRANT

I.3.1 *The maximum amount of the grant* is EUR [.....]:

I.3.2 The grant takes the form of:

- (a) The reimbursement of 60% of the eligible direct costs of the *action* ("reimbursement of eligible costs"), which are estimated at EUR [...] and which are:
 - (i) actually incurred ("reimbursement of actual costs") for the beneficiary [and the affiliated entities mentioned in Article I.8]
 - (ii) reimbursement of unit costs: not applicable
 - (iii) reimbursement of lump sum costs: not applicable
 - (iv) reimbursement of flat-rate costs: not applicable
 - (v) reimbursement of costs declared on the basis of the beneficiary's usual cost accounting practices: not applicable
- (b) unit contribution: not applicable
- (c) lump sum contribution: not applicable
- (d) A flat-rate contribution of 7% of the eligible direct costs ("flat-rate contribution") to cover the indirect costs for the beneficiary and the affiliated entities mentioned in Article I.8

ARTICLE I.4 – REPORTING, REQUESTS FOR PAYMENTS

I.4.1 Reporting periods

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

- Reporting period 1: from month 1 to month 3
- Last reporting period: from month 4 to the last month of the action

I.4.2 Request for pre-financing payment

[Not applicable]

I.4.3 Request for interim payment and supporting documents

The beneficiary must submit a request for an interim payment within 60 calendar days following the end of the first reporting period.

This request must be accompanied by the following documents:

- (a) an interim report ('interim technical report'), drawn up in accordance with Annex IV, containing:
 - (i) the information needed to justify the eligible costs declared;
 - (ii) information on subcontracting as referred to in Article II.11.1(d);
- (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 the beneficiary 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 III and in accordance with Annex V. It must also detail the amounts for each of the forms of grant set out in Article I.3.2 for the reporting period concerned.

I.4.4 Request for payment of the balance and supporting documents

The beneficiary 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 IV, containing:
 - (i) the information needed to justify the eligible costs declared;
 - (ii) information on subcontracting as referred to in Article II.11.1(d);

- (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 the beneficiary 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 III and in accordance with Annex V and detail the amounts for each of the forms of grant set out in Article I.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 the beneficiary and its affiliated entities, aggregating the financial statements already submitted previously and indicating the receipts referred to in Article II.25.3 for the beneficiary and its affiliated entities.

The summary financial statement must be drawn up in accordance with Annex V.

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

The beneficiary must also certify that the costs incurred can be considered eligible in accordance with the 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.

In addition, the beneficiary must certify that all the receipts referred to in Article II.25.3 have been declared.

I.4.5 Information on cumulative expenditure incurred

[Not applicable]

I.4.6 Currency for requests for payment and financial statements and conversion into euro

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

The beneficiary 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), determined over the corresponding reporting period.

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

I.4.7 Language of requests for payments, technical reports and financial statements

All requests for payments, technical reports and financial statements must be submitted in English, French or German

ARTICLE I.5 — PAYMENTS AND PAYMENT ARRANGEMENTS

I.5.1 Payments to be made

The Commission must make the following payments to the beneficiary:

- one interim payment, on the basis of the request for interim payment referred to in Article I.4.3
- one payment of the balance, on the basis of the request for payment of the balance referred to in Article I.4.4.

I.5.2 Pre-financing payment

[Not applicable]

I.5.3 Interim payment

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 beneficiary the amount due as interim payment within 90 calendar days from when the Commission receives the documents referred to in Article I.4.3, except if Article II.24.1 or II.24.2 apply.

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.

I.5.4 Payment of the balance

The payment of the balance reimburses or covers the remaining part of the eligible costs incurred by the beneficiary 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, the payment of the balance takes the form of a recovery as provided for by Article II.26.

If the total amount of earlier payments is lower than the final amount of the grant determined in accordance with Article II.25, the Commission must pay the balance within 90 calendar

days from when it receives the documents referred to in Article I.4.4, except if Article II.24.1 or II.24.2 apply.

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.

I.5.5 Notification of amounts due

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

- (a) informing it of the amount due; and
- (b) specifying whether the notification concerns 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.

I.5.6 Interest on late payment

If the Commission does not pay within the time limits for payment, the beneficiary is 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 the beneficiary is a Member State 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 Agreement).

If the Commission suspends the time limit for payment as provided for in Article II.24.2 or if it suspends an actual payment as provided for in Article II.24.1, 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 I.5.8. The Commission does not consider payable interest when determining the final amount of grant within the meaning of Article II.25.

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 beneficiary only if the beneficiary requests it within two months of receiving late payment.

I.5.7 Currency for payments

The Commission must make payments in euros.

I.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.

I.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 beneficiary bears the costs of transfer charged by its bank;
- (c) the party causing a repetition of a transfer bears all costs of repeated transfers.

I.5.10 Payments to the beneficiary

The Commission must make payments to the beneficiary.

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

ARTICLE I.6 — BANK ACCOUNT FOR PAYMENTS

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

Name of bank:

Precise denomination of the account holder:

BIC/SWIFT code:

IBAN Code:

ARTICLE I.7 — DATA CONTROLLER, COMMUNICATION DETAILS OF THE PARTIES

I.7.1 Data controller

The entity acting as a data controller as provided for in Article II.7 is: the Data Protection Coordinator of DG AGRI, Unit R5, the Head of Unit.

I.7.2 Communication details of the Commission

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

European Commission
Directorate-General for Agriculture and Rural Development - CAD
Directorate B Directorate B - Quality, Research & Innovation, Outreach

Unit B.1 External Communication and Promotion Policy
Office Loi 130 04/053 - BE 1049 Brussels
For the attention of Unit B.1, Head of Unit

E-mail address: AGRI-Grants@ec.europa.eu

I.7.3 Communication details of the beneficiary

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

[Name of the contact person]

[Function]

[Name of the entity]

[Full official address]

Email address: [complete]]

Phone: [number]

ARTICLE I.8 — ENTITIES AFFILIATED TO THE BENEFICIARY

The following entities are considered as affiliated entities to the beneficiary for the purpose of the Agreement:

[Not applicable] or

- [name of the entity]

[idem for further affiliated entities]

ARTICLE I.9 — ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

In accordance with Article II.9.3, 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;
- (b) communication through press information services;

- (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;
- (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;
- (e) cut, insert meta-data, legends or other graphic, visual, audio or word elements in the results of the action;
- (f) extract a part (e.g. audio or video files) of, divide into parts or compile the results of the action;
- (g) prepare derivative works of the results of the action;
- (h) translate, insert subtitles in, dub the results of the action in all official language of EU;
- (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 points of Article II.9.3 of the General Conditions and in points above.

The beneficiary must ensure that the Union has the rights of use specified in the General Conditions and in points above for the whole duration of the industrial or intellectual property right[s] concerned.

ARTICLE I.10 — INELIGIBILITY OF VALUE ADDED TAX

As an exception to Article II.19.2(h), paid value added tax (VAT) is not eligible, unless the beneficiary or its affiliated entities, other than public law bodies, prove that they cannot recover it under the relevant national legislation.

ARTICLE I.11 — ADDITIONAL PROVISIONS ON AWARD OF CONTRACTS NECESSARY FOR THE IMPLEMENTATION OF THE ACTION AND SUBCONTRACTING OF TASKS FORMING PART OF THE ACTION

Without prejudice to the rules that apply to beneficiaries acting as ‘contracting authorities’ within the meaning of Directive 2014/24/EU or ‘contracting entities’ within the meaning of Directive 2014/25/EU, and in addition to the provisions set out in Article II.10, where the value of a contract awarded in accordance with this Article exceeds EUR 60,000, the beneficiary shall abide by the following rule:

- Where the implementation of the action requires the procurement of goods, works or services, the beneficiary must invite at least five economic operators with proven expertise in the field concerned to submit a tender;

Without prejudice to the rules that apply to beneficiaries acting as ‘contracting authorities’ within the meaning of Directive 2014/24/EU or ‘contracting entities’ within the meaning of Directive 2014/25/EU, and in addition to the provisions set out in Article II.11, where the cost of the subcontracted task exceeds EUR 60.000, the beneficiary shall abide by the following rules:

- Recourse to subcontracting must be clearly identifiable in Annex I;
- the beneficiary must invite at least five economic operators with proven expertise in the field concerned to submit a tender;

ARTICLE I.12 — SPECIAL PROVISIONS ON BUDGET TRANSFERS

As an exception to the first subparagraph of Article II.22, budget transfers to the budget category 'personnel costs' are limited to 10% of the amount of the budget category 'personnel costs'.

ARTICLE I.13 — VISIBILITY OF UNION FUNDING

In addition to article II.8 evidence of proper application of visibility requirement must be included in the final technical report. If this requirement is not complied with, the beneficiary's grant may be proportionally reduced, in accordance with the provisions of the grant agreement and taking into account the requirement to give sufficient visibility to the name and emblem of the European Union on the activities realised under the co-financed information measure.

SIGNATURES

For the beneficiary

[*function/forename/surname*]

[*signature*]

Done at [*place*], [*date*]

In duplicate in English

For the Commission

[*forename/surname*]

[*signature*]

Done at [*place*], [*date*]