

## MODEL SPECIFIC GRANT AGREEMENT FOR AN ACTION

### SPECIFIC AGREEMENT No ..../..

This specific agreement ("the agreement") is concluded between:

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission"), itself represented for the purposes of signature of this agreement by

**The Head of Forecasts and economic situation Unit, Directorate-General for Economic and Financial Affairs, [forename, surname]**

of the one part,

and

Name of beneficiary: [full official name]  
[official legal form]  
[official registration No]  
[official address in full]  
[VAT number],

("the partner"), represented for the purposes of signature of this agreement by (forename, surname and function)

of the other part,

The following annexes form an integral part of the agreement:

- Annex I:** Description of the action on the Business and Consumer Surveys
- Annex II:** Forward budget statement for grant agreement
- Annex III:** Model of detailed list of the eligible costs
- Annex IV:** Model of declaration on actual costs

### **Article 1 – Purpose of the agreement**

The 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 partner on [...].

The Commission has decided to award a grant, under the terms and conditions set out in this agreement and the framework agreement, which the partner hereby declares that he has taken note of and accepts, for the action entitled: "**Business and Consumer Surveys**" ("the action"). This jointly financed action is to be carried out under the Joint Harmonised European Union Programme of Business and Consumer Surveys, approved by the Commission on 12 July 2006 COM (2006)379.

The partner accepts the grant and undertakes to do everything in his power to carry out the action as described in Annex I, in accordance with the terms and conditions of the above-mentioned framework agreement applicable to the implementation of the agreement, acting on his own responsibility.

### **Article 2 – Duration of the action**

The action shall run from 1<sup>st</sup> May ("starting date of the action") to 30<sup>th</sup> April ("closing date of the action").

The period of implementation of the action shall determine the period of eligibility for the Union grant.

### **Article 3 – Financing the action**

The total cost of the action is estimated at EUR [...], as shown in the estimated budget in Annex II. The estimated budget shall give a detailed breakdown of the costs that are eligible for Union funding under the terms of Article II.15 of the framework agreement, of any other costs that the action may entail, and of all receipts, so that receipts and costs balance.

The total eligible costs of the action for which the Commission grant is awarded are estimated at EUR [...], as shown in the estimated budget in Annex II.

Indirect costs are eligible for flat-rate funding of 7% of the total direct eligible costs, subject to the conditions laid down in Article II.15.3 of the framework agreement.

The Commission shall contribute a maximum of EUR [...], equivalent to [...] % of the estimated total eligible costs indicated above. The final amount of the grant shall be determined as specified in Article II.18 of the framework agreement, without prejudice to Article II.20 thereof.

#### **Article 4 – Adjustment of the estimated budget**

By way of derogation from Article II.14 of the framework agreement, the partner may, when carrying out the action, adjust the estimated budget by transfers between headings of eligible costs, provided that this adjustment of expenditure does not affect the implementation of the action and the transfer between headings does not exceed 10% of the amount of each heading of estimated eligible costs for which the transfer is intended, and without exceeding the total eligible costs indicated in Article 3. He shall inform the Commission in writing. The main budget headings are: I. Depreciation of equipment, II. Administrative costs, III. Staff costs.

#### **Article 5 – Payment arrangements**

##### **5.1 Pre-financing**

Within 45 days of the date when the last of the two parties signs the specific agreement a pre-financing payment of EUR [...] shall be made to the partner, representing 40% of the maximum amount of the grant specified in Article 3.

##### **5.2 Payment of the balance**

The request for payment of the balance shall be accompanied by the documents specified in Article 6.1 of this agreement.

The Commission shall have 90 days to approve or reject the above mentioned documents, and to pay the balance in accordance with Article II.18 of the framework agreement, or to request additional supporting documents or information under the procedure laid down in article II.16.4 of the framework agreement. The partner shall have 30 days in which to submit additional information or new document(s).

The Commission may suspend the period for payment in accordance with the procedure in Article II.17.2 of the framework agreement.

#### **Article 6 – Request for payment of the balance and submission of data, financial and other documents**

The request for payment of the balance shall be submitted within 2 months after the closing date at of the action.

The request must be preceded by:

- **the submission of the data** resulting from the business and consumer surveys according to the provisions set out in Annex I;
- **the submission of the questionnaire**; the partner should supply to the Commission, in May, and whenever there is any modification, a copy of the questionnaire(s) together with

any written instructions given to respondents interviewed and an updated description of the sample size.

The request must be accompanied by:

- **a final financial statement of the eligible costs actually incurred<sup>1</sup>**, including a full summary of the receipts and expenditure for the whole period of the action as specified in Article II.16.4 of the framework agreement. The financial statement must follow the structure of the estimated budget established in Annex II;
- **a detailed list of the eligible costs actually incurred<sup>2</sup>**, proving a clear link between the eligible costs and the corresponding items of the budget and providing adequate information on the calculation method used. The detailed list must follow the structure of the model set out in Annex III;
- **a signed declaration** by the partner in accordance with Annex IV, stating that the financial documents submitted comply with the financial provisions of the agreement, that the costs declared are the actual costs, and that all receipts have been declared. The eligible costs must be traceable and identifiable in the partner's cost accounting system;
- **a signed document by the external organisation(s)/sponsor(s)** certifying the financial contribution, in case of co-financing.

#### **Article 7 – Bank account**

Payments shall be made to the partner's bank account or sub-account denominated in euros, as indicated below:

Name of bank: [...]  
Address of branch: [...]  
Precise denomination of the account holder: [...]  
Full account number (including bank codes): [...]  
IBAN account code: [...]

This account or sub-account must identify the payments made by the Commission. Moreover, the funds paid to this account or sub-account shall yield interest or equivalent benefits under the law of the State on whose territory the account or sub-account is opened. Such interest or benefits shall, if

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<sup>1</sup> Final financial statement and the detailed costs must be submitted electronically, in excel format, to the email address indicated in Annex III

<sup>2</sup> In case costs are incurred and invoiced in a country which is not part of the euro area (Article I.1.3 of the Framework partnership agreement), **the costs shall be presented in local currency and in euro**. By way of derogation from Article II.17.1 of the Framework agreement, the conversion of the actual costs into euro shall be made **at the rate established on 1<sup>st</sup> May ...**, published in the Official Journal of the European Union and in the case of the former Yugoslav Republic of Macedonia and Iceland published on the European Commission's web site: [http://ec.europa.eu/budget/inforeuro/index.cfm?fuseaction=currency\\_historique&currency=124&Language=en](http://ec.europa.eu/budget/inforeuro/index.cfm?fuseaction=currency_historique&currency=124&Language=en)

they are generated by pre-financing, be deducted from the payment of the balance or recovered by the Commission as specified in Article II.17.4 of the framework agreement.

## **Article 8 – General administrative provisions**

### **8.1 Communication addressed to the Commission**

Any communication addressed to the Commission in connection with this agreement shall be in writing, indicating the number of the agreement, and shall be sent to the following addresses:

Requests for payment and other financial information must be sent to:

European Commission  
Directorate-General for Economic and Financial Affairs  
ECFIN R2 Financial management and control  
BU24 – 4/13  
B – 1049 BRUSSELS

The other correspondence must be sent to:

European Commission  
Directorate-General for Economic and Financial Affairs  
ECFIN A4 Forecasts and economic situation  
BU1 – 3/17  
B – 1049 BRUSSELS

Ordinary mail shall be considered to have been received by the Commission on the date on which it is formally registered by the Commission unit responsible referred to above. E-mail shall be considered as received on the date it is received. However, if the partner receives a reply asking him to re-direct the e-mail, it shall not be considered as received until the correctly re-directed e-mail is received.

### **8.2 Communication addressed to the partner**

Any communication addressed to the partner in connection with this agreement shall be in writing, indicating the number of the agreement, and shall be sent to the following address:

Mr/Ms [...]  
[Function]  
[Official denomination]  
[Full official address]  
E-mail address: [...]

### 8.3 Administrative changes

Any change of address, legal entity name, bank account number, signatory and/or contact person by the partner shall be communicated in writing to the Commission.

#### SIGNATURES

For the partner

[forename / surname / *function*]

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

For the Commission

[forename /surname]

[signature]  
Done at Brussels, [date]

In duplicate in English