

EUROPEAN COMMISSION

Directorate General Economic and Financial Affairs Directorate A - Policy Strategy and Co-ordination Unit A4: Economic situation, forecasts, business and consumer surveys

ANNEX III - MODEL SPECIFIC GRANT AGREEMENT

SPECIFIC AGREEMENT No/..

This specific agreement (hereinafter referred to as "the Specific agreement") is concluded between:

The **European Union** (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission"), represented for the purposes of signature of the Specific agreement by the Head of Economic Situation, Forecasts, Business and Consumer Surveys Unit, Directorate-General for Economic and Financial Affairs, [forename and surname]

on the one part,

and

[full official name] [ACRONYM]

[official legal status or form]

[official registration No]

[official address in full]

[VAT number],

hereinafter referred to as "the partner", represented for the purposes of signature of the Specific agreement by [function, forename and surname],

on the other part.

The following annexes form an integral part of the Specific agreement:

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 partner on [insert the date on which the last party has signed the Framework agreement] (hereinafter referred to as "the Framework agreement").

The Commission has decided to award a grant ("specific grant for an action"), under the terms and conditions set out in the Specific agreement and the Framework agreement, for the action entitled **Business and Consumer surveys** ("the action") as described in Annex I.

With the signature of the Specific agreement, the partner accepts the grant and agrees to implement the action in accordance with the terms and conditions of the Specific agreement and the Framework agreement, acting on its own responsibility.

ARTICLE 2 – ENTRY INTO FORCE OF THE SPECIFIC AGREEMENT AND DURATION

- **2.1** The Specific agreement shall enter into force on the date on which the last party signs.
- 2.2 The action shall run for 12 months as of 1 May [year] ("the starting date").

ARTICLE 3 - MAXIMUM AMOUNT AND FORM OF THE GRANT

The grant shall be of a **maximum amount of EUR** [...] and shall take the form of:

- (a) The reimbursement of [...]% of the eligible 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 following category of costs for the partner [and the affiliated entities identified in Article 6]: direct costs
 - (ii) reimbursement of unit costs: not applicable
 - (iii) reimbursement of lump sum costs: not applicable
 - (iv) declared on the basis of a flat-rate of maximum 7% of the eligible direct costs ("reimbursement of flat-rate costs") for the following category of costs for the partner [and the affiliated entities identified in Article 6]: indirect costs
 - (v) reimbursement of costs declared on the basis of the partner's usual cost accounting practices: not applicable
- (b) unit contribution: not applicable
- (c) lump sum contribution: not applicable
- (d) flat-rate contribution: not applicable

ARTICLE 4 – ADDITIONAL PROVISIONS ON REPORTING, PAYMENTS AND PAYMENT ARRANGEMENTS

4.1 Reporting periods, payments and additional supporting documents

In addition to the provisions set out in Articles II.23 and II.24 of the Framework agreement, the following reporting and payment arrangements shall apply:

- Upon entry into force of the Specific agreement, a pre-financing payment of EUR [...], 40% of the maximum amount specified in Article 3 shall be paid to the partner;
- Sole reporting period from 1st May to the end of the period set out in Article 2.2: The balance shall be paid to the partner.

The request for payment of the balance shall be submitted within 2 months after the closing date of the action (30th April [year]).

The request must be accompanied by the following documents:

- the final technical report (Annex IV of the Framework agreement). The final technical report should be accompanied by copies of the questionnaire(s) used during the grant period together with any written instructions to the respondents and an overview of the sample size (effective, i.e. in terms of completed interviews) over the duration of the action;
- the final financial statement (Annex V of the Framework agreement based on the standard detailed list of costs). The statement should reflect the actual costs incurred during the whole period of the action and should be presented in local currency and euro using the exchange rate specified in Article I.6 of the Framework agreement. The costs have to be related to the eligible period (1st May [year]–30 April [year]);
- Copies of the contract(s) concluded with third parties if part of the action was sub-contracted;
- Declaration on actual costs (Annex IX of the Framework agreement).

The financial statements must be transmitted also in electronic format to unit ECFIN.A.4 e-mail box ECFIN-BCS-STATEMENTS@ec.europa.eu.

4.2 Time limit for payments

The time limit for the Commission to make the pre-financing payment is 30 days and to make the payment of the balance is 90 days.

4.3 Language of requests for payments, technical reports and financial statements

All requests for payments, technical reports and financial statements shall be submitted in English.

ARTICLE 5 – BANK ACCOUNT FOR PAYMENTS

All payments shall be made to the partner's bank account as indicated below:

Name of bank: []
Address of branch: []
Precise denomination of the account holder: []
Full account number (including bank codes): []
$[IBAN code: []]^1$
[ARTICLE 6 – ENTITIES AFFILIATED TO THE PARTNER
For the purposes of the Specific agreement the following entities are considered as affiliated entities to the partner: - [name of the entity]; - [name of the entity]; [idem for further affiliated entities
The partner shall inform the Commission immediately of any change in the legal, financial, technical, organisational or ownership situation of its affiliated entities and of any change in their name and address.]
[ARTICLE 7 - INAPPLICABILITY OF THE NO-PROFIT PRINCIPLE

By way of derogation from Article II.25.3 of the Framework agreement, the no-profit principle

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does not apply to the action.]

For the partner

[function/ forename / surname]

[signature]

[signature]

Done at [place], [date]

For the Commission

[forename / surname]

In duplicate in English

¹ BIC or SWIFT code applies to for countries where the IBAN code does not apply.