GRANT AGREEMENT FOR AN ACTION

AGREEMENT NUMBER — [insert]

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 Lowri Evans, Director General of the Internal Market, Industry, Entrepreneurship and SMEs Directorate-General (DG GROW),

and

on the other part,

‘the beneficiary’

[full official name] [ACRONYM]

[official legal status or form]¹ ²

[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

¹ To be deleted or filled in according to the "Legal Entity" form
² To be deleted or filled in according to the "Legal Entity" form
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 technical report: not applicable

Annex V  Model financial statement

Annex VI  Model terms of reference for the certificate on the financial statements

Annex VII  Model terms of reference for the certificate on the compliance of the cost accounting practices

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

Table of Contents

SPECIAL CONDITIONS ................................................................................................. 3

ARTICLE I.1 - SUBJECT MATTER OF THE AGREEMENT ........................................ 5
ARTICLE I.2 - ENTRY INTO FORCE AND IMPLEMENTATION PERIOD OF
THE AGREEMENT ................................................................................................. 5

ARTICLE I.3 - MAXIMUM AMOUNT AND FORM OF GRANT .............................. 5

ARTICLE I.4 - REPORTING, REQUESTS FOR PAYMENTS ................................. 6

1.4.1 Reporting periods ......................................................................................... 6
1.4.2 Request for pre-financing ........................................................................... 6
1.4.3 Request for interim payments and supporting documents ..................... 6

1.4.3bis Request for second interim payment and supporting documents ...... 7

1.4.3ter Request for third payment and supporting documents ...................... 7

1.4.4 Request for payment of the balance and supporting documents ...... 8

1.4.5 Information on cumulative expenditure incurred ................................. 9

1.4.6 Currency ................................................................................................... 9

1.4.7 Language of requests for payments, reports and financial
statements ......................................................................................................... 10

ARTICLE I.5 — PAYMENTS AND PAYMENT ARRANGEMENTS .................... 10

1.5.1 Payments to be made ............................................................................. 10

1.5.2 Pre-financing payment[s] ....................................................................... 10

1.5.3 Interim payment[s] ............................................................................... 10

1.5.4 Payment of the balance ....................................................................... 11

1.5.5 Notification of amounts due .................................................................... 12

1.5.6 Interest on late payment ....................................................................... 12

1.5.7 Currency for payments ........................................................................ 13

1.5.8 Date of payment .................................................................................... 13
1.5.9 Costs of payment transfers ................................................................. 13

1.5.10 Payments to the beneficiary ............................................................ 13

ARTICLE I.6 — BANK ACCOUNT FOR PAYMENTS ...................................... 13

ARTICLE I.7 — DATA CONTROLLER, COMMUNICATION DETAILS OF
THE PARTIES ............................................................................................ 13

1.7.1 Data controller .................................................................................. 13

1.7.2 Communication details of the Commission ....................................... 14

1.7.3 Communication details of the beneficiary ....................................... 14

1.7.4 Communication details of the Commission after payment of the
balance ...................................................................................................... 14

1.8 — Additional provisions on use of the results (including intellectual and
industrial property rights) ........................................................................ 15

1.9 — Special provisions on budget transfers ............................................. 15
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 [insert title of the action in bold] 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 II.13.4 and point c) of the sixth subparagraph of Article II.25.3 shall not apply.

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 [insert number in bold] months starting on [insert in bold].

ARTICLE I.3 - MAXIMUM AMOUNT AND FORM OF GRANT

1.3.1 The maximum amount of the grant is EUR [0], divided in three stages.

1.3.2 For stage one (maximum 12 months), the grant takes the form of:
   a) The reimbursement of […] % of the organisation eligible costs which are actually incurred for a maximum amount of EUR […].

   b) The reimbursement of […] % of the incubations financial support to third parties for a maximum amount of EUR […].

1.3.2bis For stage two (maximum 12 months), the grant takes the form of:

   a) The reimbursement of […] % of the organisation eligible costs which are actually incurred for a maximum amount of EUR […].

   b) The reimbursement of […] % of the incubations financial support to third parties for a maximum amount of EUR […].

1.3.2ter For stage three (maximum 24 months), the grant takes the form of:

   a) The reimbursement of […] % of the organisation eligible costs which are actually incurred for a maximum amount of EUR […].

   b) The reimbursement of […] % of the incubations financial support to third parties for a maximum amount of EUR […].
ARTICLE I.4 - REPORTING, REQUESTS FOR PAYMENTS

1.4.1 Reporting periods

The action is divided into the following reporting periods:

- Reporting period 1: from month 1 to month 12
- Reporting period 2: from month 12 to month 24
- Reporting period 3: from month 24 to month 36
- Reporting period 4: from month 36 to month 48

1.4.2 Request for pre-financing

A pre-financing payment of 25% of the sum of the amount mentioned in Article I.3.1 shall be paid.

1.4.3 Request for interim payments and supporting documents

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

This request shall be accompanied by the following documents:

(a) an interim report, drawn up in accordance with Annex IV, 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 I.3.2;
   (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 shall include a consolidated statement and a breakdown of the amounts claimed by the beneficiary and its affiliated entities.

    The interim financial statement shall be drawn up in accordance with the structure of the estimated budget set out in Annex III and in accordance with Annex V. It shall also detail the amounts for each of the forms of grant set out in Article I.3.2 for the reporting period concerned.

(c) a certificate on the financial statements and underlying accounts (‘certificate on the financial statements’) for the beneficiary and for each affiliated entity, if:

   (i) the cumulative amount of payments the beneficiary requests as reimbursement of actual costs as referred to in Article I.3.2 (a)(i) (and for which no certificate has yet been submitted) is EUR 325 000 or more; and
   (ii) the maximum grant amount indicated for the beneficiary and its
affiliated entities in the estimated budget as reimbursement of actual costs is EUR 750 000 or more.

I.4.3bis Request for second interim payment and supporting documents

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

This request shall be accompanied by the following documents:

(d) an interim report, drawn up in accordance with Annex IV, containing:

(iii) 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 I.3.2;

(iv) information on subcontracting as referred to in Article II.11.1(d);

(e) an interim financial statement (‘interim financial statement’). The interim financial statement shall include a consolidated statement and a breakdown of the amounts claimed by the beneficiary and its affiliated entities.

The interim financial statement shall be drawn up in accordance with the structure of the estimated budget set out in Annex III and in accordance with Annex V. It shall also detail the amounts for each of the forms of grant set out in Article I.3.2 for the reporting period concerned.

(f) a certificate on the financial statements and underlying accounts (‘certificate on the financial statements’) for the beneficiary and for each affiliated entity, if:

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

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

I.4.3ter Request for third payment and supporting documents

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

This request shall be accompanied by the following documents:

(g) an interim report, drawn up in accordance with Annex IV, containing:

(v) 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 I.3.2;

(vi) information on subcontracting as referred to in Article II.11.1(d);
(h) an interim financial statement (‘interim financial statement’). The interim financial statement shall include a consolidated statement and a breakdown of the amounts claimed by the beneficiary and its affiliated entities.

The interim financial statement shall be drawn up in accordance with the structure of the estimated budget set out in Annex III and in accordance with Annex V. It shall also detail the amounts for each of the forms of grant set out in Article I.3.2 for the reporting period concerned.

(i) a certificate on the financial statements and underlying accounts (‘certificate on the financial statements’) for the beneficiary and for each affiliated entity, if:

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

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

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

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

This request shall be accompanied by the following documents:

(a) a final report on implementation of the action drawn up in accordance with Annex IV, 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 I.3.2(a)(ii) and (iii), (b) or (c));
(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 shall include a consolidated statement and a breakdown of the amounts claimed by the beneficiary and its affiliated entities.

The final financial statement shall 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 shall 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 shall be drawn up in accordance with Annex V;

(d) a certificate on the financial statements and underlying accounts (‘certificate on the financial statements’) for the beneficiary and for each affiliated entity, if:

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

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

This certificate shall be produced by an approved auditor or, in case of public bodies, by a competent and independent public officer.

The certificate shall certify that the costs declared in the final financial statement by the beneficiary or its affiliated entities for the categories of costs reimbursed in accordance with Article I.3.2(a)(i) are real, accurately recorded and eligible in accordance with the Agreement.

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

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

The beneficiary shall also certify that the costs incurred can be considered eligible in accordance with the Agreement and that the request for payment is substantiated supporting documents that can be produced in the context of the checks or audits Article II.27.

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

1.4.5 Information on cumulative expenditure incurred Not applicable

1.4.6 Currency

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

The beneficiary and affiliated entities with general accounts in a currency other than the euro shall 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.

If no daily euro exchange rate is published in the *Official Journal of the European Union* for the currency in question, conversion shall 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 shall convert costs incurred in another currency into euros in accordance with their usual accounting practices.

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

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

**ARTICLE I.5 — PAYMENTS AND PAYMENT ARRANGEMENTS**

**1.5.1 Payments to be made**

The Commission shall make the following payments to the beneficiary:

- a pre-financing payment;
- an 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.

**1.5.2 Pre-financing payment[s]**

The aim of the pre-financing is to provide the beneficiary 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.

The Commission shall make the pre-financing payment of (...) Euros, corresponding to 25% of the amount mentioned in article I.3.2, to the beneficiary within 30 calendar days from the entry into force of the Agreement except if Article II.24.1 applies.

**1.5.3 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 shall pay the beneficiary the amount due as interim payment within 60 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.
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

   Step 3 - It limits the amount to 30% of the maximum amount of the grant.

1.5.3.1 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 I.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 for the beneficiary and its affiliated entities;

(b) If, in accordance with Article I.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 for the beneficiary and its affiliated entities;

(c) If, in accordance with Article I.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 beneficiary and its 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 I.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 for the beneficiary and its affiliated entities.

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

1.5.3.2 Step 2 — Clearing the pre-financing

The interim payments shall clear all the amounts previously paid.

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

1.5.4 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 shall pay the balance within 60 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.

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.

The amount to be paid may, however, be offset, without the beneficiary’s consent, against any other amount owed by the beneficiary to the Commission or to an executive agency (under the EU or Euratom budget), up to the maximum amount of the grant.

### 1.5.5 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 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.

### 1.5.6 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.

### 1.5.7 Currency for payments

The Commission must make payments in euros.

### 1.5.8 Date of payment

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

### 1.5.9 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.

### 1.5.10 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: [.]

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

[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 Unit for Space Data for Societal Challenges and Growth of Directorate-General for Internal Market, Industry, Entrepreneurship and SMEs.

---

3 The BIC or SWIFT code should be used for countries which do not use the IBAN code.
1.7.2 Communication details of the Commission

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

European Commission
Directorate-General for Internal Market, Industry, Entrepreneurship and SMEs
Space Data for Societal Challenges and Growth (I3)
Office address: BREY 9/260, Oudergemsealaan/Avenue d'Auderghem no.45, 1049 Postal address
(hand deliveries): Bourgetlaan/Avenue du Bourget no.1, 1140 Brussel/Bruxelles, BE

1.7.3 Communication details of the beneficiary

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

[Full name]
[Function]
[Name of the entity]
[Full official address]
Email address: [complete]

1.7.4 Communication details of the Commission after payment of the balance

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

European Commission
Directorate-General for Internal Market, Industry, Entrepreneurship and SMEs
Space Data for Societal Challenges and Growth (I3)
Office address: BREY 9/260, Oudergemsealaan/Avenue d'Auderghem no.45, 1049 Postal address
(hand deliveries): Bourgetlaan/Avenue du Bourget no.1, 1140 Brussel/Bruxelles, BE
1.8 — 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 insert other as appropriate;
(e) cut, insert meta-data, legends or other graphic, visual, audio or word elements insert other as appropriate 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 any official languages of the 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.

The beneficiary shall ensure that the Union has the rights of use specified above and in the General Conditions for the whole duration of the industrial or intellectual property rights concerned.

1.9 — SPECIAL PROVISIONS ON BUDGET TRANSFERS

As an exception to the first subparagraph of Article II.22, budget transfers between budget categories are limited to 10% of the estimated eligible costs of the action specified in Article I.3.2.

SIGNATURES

For the Contractor,
Name and surname Title, Company

For the Commission,
Ms Lowri Evans,
Director General, Directorate-General for Internal Market, Industry, Entrepreneurship and SMEs, or her authorised representative

signature: ____________________ signature: ________________

Done at ___________ on Done at Brussels on
In duplicate, in English.