

**EUROPEAN COMMISSION**

Executive Agency for Small and Medium-sized Enterprises (EASME)

Department A – COSME, H2020 SME and EMFF

Unit A3 - EMFF**DRAFT GRANT AGREEMENT FOR AN ACTION WITH MULTIPLE
BENEFICIARIES**AGREEMENT NUMBER – EASME/EMFF/2015/1.2.1.8/XXX
"Thematic Routes on Underwater Cultural Heritage"*Disclaimer: this document is a draft and may be subject to further modifications*

The **Executive Agency for Small and Medium-sized Enterprises (EASME)** (hereinafter referred to as "**the Agency**"), acting under powers delegated by the European Commission (hereinafter referred to as "**the Commission**") and represented for the purposes of signature of this Agreement by [forename, surname, function, department],

on the one part,

and

1. [full official name] [ACRONYM]

[official legal status or form]¹[official registration No]²

[official address in full]

[VAT number],

hereinafter referred to as "the coordinator", represented for the purposes of signature of this Agreement by [function, forename and surname]

and the following other beneficiaries:

2. [full official name] [ACRONYM]

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

[official legal status or form]³

[official registration No]⁴

[official address in full]

[VAT number],

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

[idem for each beneficiary]

hereinafter referred to collectively as “the beneficiaries”, and individually as “beneficiary” for the purposes of this Agreement where a provision applies without distinction between the coordinator or another beneficiary,

on the other part,

HAVE AGREED

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

Annex I Description of the action

Annex II General Conditions (hereinafter referred to as “the General Conditions”)

Annex III Estimated budget of the action

Annex IV Mandate(s) provided to the coordinator by the other Beneficiary(ies)

Annex V Model technical reports:

Annex Va : Progress report

Annex Vb: Interim report: **not applicable**

Annex Vc: Final report

Annex VI Model financial statement

Annex VII Model terms of reference for the certificate on the financial statements: **not applicable**

³ To be deleted or filled in according to the "Legal Entity" form

⁴ To be deleted or filled in according to the "Legal Entity" form

Annex VIII Model terms of reference for the operational verification report: **not applicable**

Annex IX Model terms of reference for the certificate on the compliance of the cost accounting practices: **not applicable**

Annex X Model Report on the Distribution of the EU Final Financial Contribution

which form an integral part of this Agreement, hereinafter referred to as "the Agreement".

The terms set out in the Special Conditions shall take precedence over those set out in the Annexes.

The terms of Annex II "General Conditions" shall take precedence over the other Annexes.

SPECIAL CONDITIONS

ARTICLE I.1 – SUBJECT MATTER OF THE AGREEMENT

The Agency 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 Thematic Routes on Underwater Cultural Heritage ("the action") as described in Annex I.

With the signature of the Agreement, the beneficiaries accept the grant and agree to implement the action, acting on their own responsibility.

ARTICLE I.2 – ENTRY INTO FORCE OF THE AGREEMENT AND DURATION OF THE ACTION

I.2.1 The Agreement shall enter into force on the date on which the last party signs.

I.2.2 The action shall run for [12 to 18] as of the first day of the month following the date when the last party signs the Agreement ("the starting date"). The above period shall be determined on the basis of calendar days.

ARTICLE I.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 80% 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 each of the beneficiaries [and affiliated entities]
 - (ii) reimbursement of unit costs: not applicable
 - (iii) reimbursement of lump sum costs: not applicable
 - (iv) **reimbursement of flat-rate costs:** declared on the basis of a flat-rate of 7% of the eligible direct costs identified in Articles II.19.2 ("reimbursement of flat rate costs") as indirect costs for each of the beneficiaries [and affiliated entities]
 - (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) flat-rate contribution: not applicable

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

I.4.1 Reporting periods, payments

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

- Upon entry into force of the Agreement, a pre-financing payment of 60% of the maximum amount specified in Article I.3 shall be paid to the coordinator;

Furthermore;

- 1 technical progress report should be submitted within 30 days following the mid-term of the project
- 1 technical final implementation report and financial statement to be submitted within two months of the end of the project,

The coordinator shall inform the EASME of the distribution of the EU financial contribution between the beneficiaries and of the payments made by the coordinator to the other beneficiaries including the dates of transfer within 60 days from the balance payment or the issuing of a recovery order by the Agency.

I.4.2 Time limit for payments

The time limit for the Agency to make interim payments and payment of the balance is 60 days.

I.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 I.5 – BANK ACCOUNT FOR PAYMENTS

All payments shall be made to the coordinator'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: [...]]⁵

⁵ BIC or SWIFT code applies to for countries where the IBAN code does not apply.

ARTICLE I.6 - DATA CONTROLLER AND COMMUNICATION DETAILS OF THE PARTIES

I.6.1 Data controller

The entity acting as a data controller according to Article II.6 shall be: EASME Unit A3 of the Executive Agency for Small and Medium-sized Enterprises (EASME).

I.6.2 Communication details of the Agency

Any communication addressed to the Agency and shall be sent with the reference "EASME/EMFF/2015/1.2.1.8" to the following address:

European Commission
Executive Agency for Small and Medium-sized Enterprises (EASME)
Unit A3 – EMFF
Name, Surname, Function

a) by ordinary or registered mail (postal service) please add:

Office: MAD0 32/61
B-1210 Brussels
BELGIUM

b) by an express delivery service or hand-delivery against signature please add:

Mail Service
Avenue du Bourget 1
B-1140 Brussels
BELGIUM

c) In electronic format:

Email: EASME-EMFF-CONTRACTS@ec.europa.eu

I.6.3 Communication details of the beneficiaries

Any communication from the Agency to the beneficiaries shall be sent to the following address:

[Full name]
[Function]
[Name of the entity]
[Full official address]
E-mail address: [complete]

[ARTICLE I.7 – ENTITIES AFFILIATED TO THE BENEFICIARIES (IF RELEVANT)]

For the purpose of this Agreement, the following entities are considered as affiliated entities:

- *[name of the entity], affiliated to [name or acronym of the beneficiary];*
 - *[name of the entity], affiliated to [name or acronym of the beneficiary];*
- [idem for further affiliated entities]*

ARTICLE I.8 – SPECIAL PROVISIONS ON THE FINANCIAL RESPONSIBILITY FOR RECOVERIES AND FINANCIAL PENALTIES

By way of derogation from point (c) of Article II.26.3, the beneficiaries shall be jointly and severally liable for any amount due to the EASME by any one of them which could not be honoured, up to the maximum amount specified in Article I.3.

ARTICLE I.9 – INELIGIBILITY OF COSTS OF STAFF OF NATIONAL ADMINISTRATIONS

By way of derogation from Article II.19.2(a), the costs related to staff of national administrations are not eligible under the Agreement unless they relate to salary costs of activities which the relevant public authority would not carry out if the action concerned were not undertaken. In particular, costs shall be eligible for the following:

- Persons that are contracted by any of the beneficiaries or affiliated entities solely for the purpose of implementing the action;
- Persons that are employed on a permanent basis by any of the beneficiaries or affiliated entities seconded by a duly documented decision of the organisation to tasks that are specifically linked to the implementation of the action and do not form part of his/her normal routine;
- Persons that are employed on a permanent basis by any of the beneficiaries or affiliated entities seconded by a duly documented decision of the organisation to tasks that are specifically linked to the implementation of the action and that will be allocated to the action on the basis of a clear and verifiable method (timesheets).
- The salaries and working conditions of the personnel engaged in this action shall respect EU labour and social legislation (Article II.19.1 (e)).

ARTICLE I.10 – SPECIAL PROVISIONS ON THE CONVERSION OF COSTS INCURRED IN ANOTHER CURRENCY INTO EURO

The coordinator shall submit the payment requests in accordance with article I.4 including the underlying financial statements, in Euro.

By way of derogation to Article II.23.4, any conversion into euro of costs incurred in other currencies shall be made by the beneficiaries, at the monthly accounting rate established by the Commission and published on its website⁶ applicable on the day when the cost was incurred, or at the monthly accounting rate established by the Commission and published on its website applicable on the first working day of the month following the period covered by the financial statement concerned. The conversion method chosen shall be consistent per beneficiary for the whole action's duration.

ARTICLE I.11 – BENEFICIARIES WHICH ARE INTERNATIONAL ORGANISATIONS

I.11.1 Dispute settlement - Arbitration

By way of derogation from Article II.18, any dispute between the Agency and [insert name of IO(s)] relating to the Agreement, which cannot be settled amicably shall be referred to an arbitration committee in accordance with the procedure specified in points (b) to (g).

When notifying the other party of its intention to resort to arbitration, the notifying party shall also inform the other party about its appointed arbitrator. The second party shall appoint its arbitrator within one month of receipt of that written notification. The two arbitrators shall, by joint agreement and within three months of the appointment of the second party's arbitrator, appoint a third arbitrator who shall be the chairman of the arbitration committee, unless both parties agreed to have a sole arbitrator.

Within one month of the appointment of the third arbitrator, the parties shall agree on the terms of reference of the arbitration committee, including the procedure to be followed.

The arbitration proceedings shall take place in Brussels.

The arbitration committee shall apply the terms of the Agreement. The arbitration committee shall set out in its arbitral award detailed grounds for its decision.

The arbitral award shall be final and binding upon the parties, which hereby expressly agree to renounce any form of appeal or revision.

The costs, including all reasonable fees incurred by the parties related to any arbitration, shall be apportioned between the parties by the arbitration committee.

I.11.2 Certificates on the financial statements

⁶ http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/infoeuro_en.cfm

Certificates on the financial statements to be provided by the [insert name of IO(s)] in accordance with Article II.23.2 may be established by [its][their] regular internal or external auditor, in accordance with [its][their] internal financial regulations and procedures.

I.11.3 Checks and audits

The competent bodies of the Union shall address any requests for checks or audits pursuant to the provisions of Article II.27 to the Director General of the [insert name of IO(s)].

[insert name of IO(s)] shall make available to the competent bodies of the Union, upon request, all relevant financial information, including statements of accounts concerning the action, where [it][they] implement[s] the action or where [its][their] affiliated entities or a subcontractor takes part in the action.

I.11.4 Applicable law

By derogation from Article II.18.1, the Agreement shall be governed by the applicable Union Law complemented where necessary by the law of Belgium.

I.11.5 Privileges and immunities

Nothing in the Agreement shall be interpreted as a waiver of any privileges or immunities which are accorded to the [insert name of IO(s)] by [its][their] constituent documents or international law.

ARTICLE I.12 – ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

In addition to the provisions of Article II.8.3, the beneficiaries shall warrant that the Agency has the rights to:

- (1) Edit or re-write in another way the results of the action, including shortening, summarising, modifying the content, correcting technical errors in the content;
- (2) prepare derivative works of the results of the action;
- (1) translate, dub the results of the action in all official languages of EU.

The Agency shall have the rights of use specified in the General Conditions and in points above for the whole duration of the industrial or intellectual property rights concerned.

ARTICLE I.13 – CHECKS, AUDITS AND EVALUATION

By way of derogation from Article II.27.1, audits may be initiated at any time with a notice of at least ten working days, except in urgent cases, for a period of up to three years after the date of payment of the balance.

SIGNATURES

For the coordinator
[*function*/forename/surname]

For the Agency
[forename/surname]

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

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

In duplicate in English