



EUROPEAN COMMISSION  
DG [...]  
[Directorate]  
**[Unit]**

**SPECIFIC GRANT AGREEMENT FOR AN [ACTION][OPERATING] GRANT**

**SPECIFIC AGREEMENT No [...]**

This Specific agreement (“the Specific 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 this Specific agreement by [function, DG/service, forename and surname],

**and**

on the other part,

“the partner”

**[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 this Specific agreement by [function, forename and surname].

The parties referred to above

HAVE AGREED

To the Specific agreement and the following annexes:

Annex I [Description of the action] [Work programme of the partner]

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] (“the Framework agreement”).

[For an action grant:]

[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 **[insert title of the action in bold]** (“the action”) as described in Annex I.

By signing 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.]

[For an operating grant:]

[The Commission has decided to award a grant (“specific operating grant”), under the terms and conditions set out in the Specific agreement and the Framework agreement, for the work programme of the partner, as described in Annex I, which corresponds to the statutory activities and objectives of the partner.

By signing the Specific agreement, the partner accepts the grant and agrees to implement the work programme in accordance with the terms and conditions of the Specific agreement and the Framework agreement, acting on its own responsibility.

The generic term “action” used hereinafter in the Specific agreement means the work programme of the partner as described in Annex I.]

## ARTICLE 2 — ENTRY INTO FORCE AND IMPLEMENTATION PERIOD OF THE SPECIFIC AGREEMENT

2.1 The Specific agreement enters into force on the date on which the last party signs.

2.2 The *action* runs for **[insert number in bold]** months starting on [*one of the following options:*] [the first day following the date when the last party signs the Specific agreement] [the first day of the month following the date when the last party signs the Specific agreement] [insert date].

## ARTICLE 3 — MAXIMUM AMOUNT AND FORM OF THE GRANT

### 3.1 The maximum amount of the grant is EUR [insert amount].

### 3.2 The grant takes 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 direct costs of the partner[ and affiliated entities]
  - (ii) reimbursement of unit costs: not applicable
  - (iii) reimbursement of lump sum costs: not applicable
  - (iv) [*for an action grant:*] [declared on the basis of a flat-rate of 7% of the eligible direct costs (“reimbursement of flat-rate costs”) for the indirect costs of the partner[ and affiliated entities]] [*for an operating grant:*] [reimbursement of flat-rate costs: not applicable]
  - (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 — REPORTING, REQUEST FOR PAYMENTS AND SUPPORTING DOCUMENTS

### 4.1 Reporting periods

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

- Reporting period 1: from month 1 to month [X][
- Reporting period 2: from month [X+1] to month [Y]][
- Reporting period 3: from month [Y+1] to month [Z]][
- Reporting period 4: from month [Z+1] to month [the last month of the *action*]]

## **4.2 [Request for second pre-financing payment] [Requests for second and third pre-financing payments] [Requests for second, third and fourth pre-financing payments] and supporting documents**

[The partner must submit a request for the [second pre-financing payment] [second and third pre-financing payments] [second, third and fourth pre-financing payments] within 60 calendar days following the end of the [first reporting period] [first and second reporting periods] [first, second and third reporting periods].

The request must be accompanied by the following documents:

- (a) a progress report on the implementation of the *action* ('technical report on progress');
- (b) a statement on the amount of the previous pre-financing instalment used to cover costs of the *action* ('statement on the use of the previous pre-financing instalment'). The statement must be drawn up in accordance with Annex V of the Framework agreement[.]; and
- (c) a financial guarantee.]

][Not applicable.]

## **4.3 Requests for interim payments and supporting documents**

Not applicable.

## **4.4 Request for payment of the balance and supporting documents**

The partner 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 of the Framework agreement, 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 3.2(a)(ii) and (iii), (b) or (c);
  - (ii) information on subcontracting as referred to in Article II.11.1(d)(ii) of the Framework agreement;
- (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 partner 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 II of the Specific agreement and in accordance with Annex V of the Framework agreement and detail the amounts for each of the forms of grant set out in Article 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 partner and its affiliated entities, aggregating the financial statements already submitted previously and indicating the receipts referred to in Article II.25.3 of the Framework agreement for the partner and its affiliated entities.

The summary financial statement must be drawn up in accordance with Annex V of the Framework agreement;

- (d) a certificate on the financial statements and underlying accounts ('certificate on the financial statements')

*[for an action grant:]* [for the partner and for each affiliated entity, if:

- (i) the cumulative amount of payments the partner requests as reimbursement of actual costs as referred to in Article 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 partner and its affiliated entities in the estimated budget as reimbursement of actual costs is EUR 750 000 or more.

*][for an operating grant:]* [if the total contribution in the form of reimbursement of actual costs as referred to in Article 3.2(a)(i) is at least EUR 100 000.

*]*This certificate must be produced by an approved auditor or, in case of public bodies, by a competent and independent public officer and drawn up in accordance with Annex VI of the Framework agreement.

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

In addition, the certificate must certify that all the receipts referred to in Article II.25.3 of the Framework agreement have been declared.[

As an exception, the partner and/or following affiliated entities must not submit a certificate on the financial statements: *[insert partner and/or affiliated entities].]*

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

The partner must also certify that the costs incurred can be considered eligible in accordance with the Framework agreement and the Specific 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 of the Framework agreement.

In addition, the partner must certify that all the receipts referred to in Article II.25.3 of the Framework agreement have been declared.

#### **4.5 Information on cumulative expenditure incurred**

Not applicable.

#### **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 partner 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](http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm)), determined over the corresponding reporting period.

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

#### **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.

### **ARTICLE 5 — PAYMENTS AND PAYMENT ARRANGEMENTS**

#### **5.1 Payments to be made**

The Commission must make the following payments to the partner:[

- [one] [a first] pre-financing payment;][
- [a second pre-financing payment] [second and third pre-financing payments] [second, third and fourth pre-financing payments], on the basis of the request for the [second pre-financing payment] [second and third pre-financing payments] [second, third and fourth pre-financing payments] referred to in Article 4.2;]
- one payment of the balance, on the basis of the request for payment of the balance referred to in Article 4.4.

## 5.2 Pre-financing payment[s]

[The aim of the pre-financing is to provide the partner 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 must make [the] [a first] pre-financing payment of EUR [insert amount] to the partner within 30 calendar days from the entry into force of the Specific agreement[ or from when the Commission receives the financial guarantee of EUR [insert amount], whichever is the latest], except if Article II.24.1 of the Framework agreement applies.][

The Commission must make a second pre-financing payment of EUR [insert amount] to the partner within 60 calendar days from when the Commission receives the request for second pre-financing payment referred to in Article 4.2[ or from when it receives the financial guarantee of EUR [insert amount], whichever is the latest], except if Article II.24.1 or II.24.2 of the Framework agreement apply.][

The Commission must make a third pre-financing payment of EUR [insert amount] to the partner within 60 calendar days from when the Commission receives the request for third pre-financing payment referred to in Article 4.2[ or from when it receives the financial guarantee of EUR [insert amount], whichever is the latest], except if Article II.24.1 or II.24.2 of the Framework agreement apply.][

The Commission must make a fourth pre-financing payment of EUR [insert amount] to the partner within 60 calendar days from when the Commission receives the request for fourth pre-financing payment referred to in Article 4.2[ or from when it receives the financial guarantee of EUR [insert amount], whichever is the latest], except if Article II.24.1 or II.24.2 of the Framework agreement apply.]

[The financial guarantee must fulfil the following conditions:

- (a) it is provided by a bank or an approved financial institution or, if requested by the partner and accepted by the Commission, by a third party;
- (b) the guarantor stands as first-call guarantor and does not require the Commission to first have recourse against the principal debtor (i.e. the partner concerned); and

- (c) it explicitly remains in force until the pre-financing is cleared against interim payments or payment of the balance by the Commission. If payment of the balance takes the form of a recovery, the financial guarantee must remain in force until three months after the debit note is notified to the partner. The Commission must release the guarantee within the following month.

[[If the statement on the use of the previous pre-financing instalment submitted in accordance with Article 4.2 shows that less than 70% of the previous pre-financing instalment paid has been used to cover costs of the *action*, the amount of the new pre-financing to be paid must be reduced by the difference between the 70% ceiling and the amount used.]

][Not applicable.]

### **5.3 Interim payments**

Not applicable.

### **5.4 Payment of the balance**

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

If the total amount of earlier payments is lower than the final amount of the grant determined in accordance with Article II.25 of the Framework agreement, the Commission must pay the balance within 90 calendar days from when it receives the documents referred to in Article 4.4, except if Article II.24.1 or II.24.2 of the Framework agreement 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 of the Framework agreement.

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

### **5.5 Notification of amounts due**

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



- (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 of the Framework agreement.

## **5.6 Interest on late payment**

If the Commission does not pay within the time limits for payment, the partner 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 partner 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 Framework agreement and the Specific agreement).

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

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

## **5.7 Currency for payments**

The Commission must make payments in euros.

## **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.

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

## **5.10 Payments to the partner**

The Commission must make payments to the partner.

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

## **ARTICLE 6 — BANK ACCOUNT FOR PAYMENTS**

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

Name of bank: [...]

Precise denomination of the account holder: [...]

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

IBAN code: [...]

## **ARTICLE 7 — COMMUNICATION DETAILS OF THE PARTIES**

### **7.1 Communication details of the Commission**

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

European Commission  
DG [complete]  
Unit [complete]  
B-1049 Brussels, Belgium  
Email address: [insert functional mailbox]

### **7.2 Communication details of the partner**

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

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

## **ARTICLE 8 — ENTITIES AFFILIATED TO THE PARTNER**

[The following entities are considered as entities affiliated to the partner for the purpose of the Specific agreement:

- [name of the entity];
  - [name of the entity];
- [idem for further affiliated entities]]

[Not applicable.]

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

In accordance with Article II.9.3 of the Framework agreement, 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 languages used with the EU or languages of candidate countries;
- (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 Article II.9.3 of the Framework agreement and in the points above.

The partner must ensure that the Union has the rights of use specified in Article II.9.3 of the Framework agreement and in the points above for the whole duration of the industrial or intellectual property rights concerned.

## **ARTICLE 10 — OTHER SPECIAL CONDITIONS**

[[Insert any additional special conditions not covered by the articles above]]

[Not applicable.]

SIGNATURES

For the partner

[forename/surname],  
[function]

Signature \_\_\_\_\_

Done at .....

on ..... (*date*)

For the Commission

[forename/surname],  
[function]

Signature \_\_\_\_\_

Done at [Brussels] [Luxembourg]

on ..... (*date*)

In duplicate in English