



EUROPEAN COMMISSION

DG [...] [Directorate]

[Unit]

GRANT AGREEMENT FOR AN [ACTION] [OPERATING GRANT] WITH ONE BENEFICIARY

AGREEMENT NUMBER — [insert]

This Agreement ('the Agreement') is concluded between the following parties:

of 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 [function, DG/service, forename and surname],

and

of the other part,

'the beneficiary'

[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 the Agreement by [function, forename and surname].

The parties referred to above

HAVE AGREED

to the Special Conditions ('the Special Conditions') and the following Annexes:

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

Annex II General Conditions ('the General Conditions')

Annex III Estimated budget

Annex IV [Model technical report] [Model technical report: not applicable]

Annex V Model financial statement: not applicable

Annex VI [Model terms of reference for the certificate on the financial statements] [Model terms of reference for the certificate on the financial statements: not applicable]

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

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

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ARTICLE I.1 — SUBJECT MATTER OF THE AGREEMENT

[For an action grant:]

[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 do not apply.]

[For an operating grant:]

[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 work programme of the beneficiary, as described in Annex I, which corresponds to the statutory activities and objectives of the beneficiary.

By signing the Agreement the beneficiary accepts the grant and agrees to implement the work programme, acting on its own responsibility.

Article II.19.3 does not apply.

The generic term ‘action’ used hereinafter in the Agreement means the work programme of the beneficiary as described in Annex I.]

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 [the first day following the date when the last party signs the Agreement] [the first day of the month following the date when the last party signs the Agreement] [insert date].

ARTICLE I.3 — MAXIMUM AMOUNT AND FORM OF THE GRANT

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

I.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 beneficiary [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 beneficiary[and affiliated entities]] [*For an operating grant:*] [reimbursement of flat-rate costs: not applicable]
 - (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 — REPORTING — REQUESTS FOR PAYMENT AND SUPPORTING DOCUMENTS

I.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]]

I.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 beneficiary 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')[.]; and
- (c) a financial guarantee.]

][Not applicable.]

I.4.3 Requests for interim payments and supporting documents

Not applicable.

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

The beneficiary 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, 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 must include a consolidated statement and a breakdown of the amounts claimed by the beneficiary 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 III 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 must 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;

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

[*For action grants:*] [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.

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

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

The certificate must 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 must certify that all the receipts referred to in Article II.25.3 have been declared.[]

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

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

The beneficiary must also certify that the costs incurred can be considered eligible in accordance with the 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.

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

I.4.5 Information on cumulative expenditure incurred

Not applicable.

I.4.6 Currency for requests for payment and financial statements and conversion into euros

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

The beneficiary 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), determined over the corresponding reporting period.

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

I.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 I.5 — PAYMENTS AND PAYMENT ARRANGEMENTS

I.5.1 Payments to be made

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

- [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 I.4.2;]
- one payment of the balance, on the basis of the request for payment of the balance referred to in Article I.4.4.

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

The Commission must make a second pre-financing payment of EUR [insert amount] to the beneficiary within 60 calendar days from when the Commission receives the request for second pre-financing payment referred to in Article I.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 apply.][

The Commission must make a third pre-financing payment of EUR [insert amount] to the beneficiary within 60 calendar days from when the Commission receives the request for third pre-financing payment referred to in Article I.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 apply.][

The Commission must make a fourth pre-financing payment of EUR [insert amount] to the beneficiary within 60 calendar days from when the Commission receives the request for fourth pre-financing payment referred to in Article I.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 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 beneficiary 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 beneficiary 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 beneficiary. 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 I.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.]

I.5.3 Interim payments

Not applicable.

I.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 must pay the balance within 90 calendar days from when it receives the documents referred to in Article I.4.4, except if Articles 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.

I.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.

I.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 the 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.

I.5.7 Currency for payments

The Commission must make payments in euros.

I.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.

I.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.

I.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 Head of Unit of DG Employment, Social Affairs and Inclusion — EaSI, Direct and Indirect Management.

I.7.2 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]

I.7.3 Communication details of the beneficiary

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

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

ARTICLE I.8 — ENTITIES AFFILIATED TO THE BENEFICIARY

[The following entities are considered as entities affiliated to the beneficiary for the purpose of the Agreement:

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

[Not applicable.]

ARTICLE I.9 — 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 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 graphics, 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 within 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 Article II.9.3 of the General Conditions and in the points above.

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

ARTICLE I.10 — SETTLEMENT OF DISPUTES WITH THE NON-EU BENEFICIARY

[This provision applies where the beneficiary is legally established in a country other than a Member State of the European Union (the ‘non-EU beneficiary’).

As an exception to Article II.18.2, either of the parties (the Commission or the non-EU beneficiary) may bring before the Belgian Courts any dispute between them concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably.

Where one party has brought proceedings before the Belgian Courts, the other party may not bring a claim arising from the interpretation, application or validity of the Agreement in any other court than the Belgian Courts before which the proceedings have already been brought.]

[Not applicable.]

ARTICLE I.11 — THE BENEFICIARY WHICH IS AN INTERNATIONAL ORGANISATION

[For an action grant where the beneficiary is an international organisation:]

[If the international organisation does not accept Article II.18.1 (accepting Union law as the applicable law but not Belgian law as subsidiary law):]

[I.11.1 Applicable law

As an exception to Article II.18.1, the Agreement is governed by the applicable Union law, complemented where necessary by the law of [insert law of a Member State or an EFTA country].]

[If the international organisation does not accept Article II.18.1 (not accepting Union law as the applicable law):]

[I.11.1 Applicable law

Article II.18.1 does not apply.]

[If the international organisation does not accept Article II.18.2 (option 1 — Permanent Court of Arbitration):]

[I.11.? Dispute settlement — Arbitration

As an exception to Article II.18, if any dispute between the Commission and the beneficiary relating to the Agreement cannot be settled amicably, it must be referred to arbitration.

In such cases, the Permanent Court of Arbitration Optional rules for arbitration involving international organisations and states in force at the date of entry into force of the Agreement apply.

The appointing authority is the Secretary General of the Permanent Court of Arbitration following a written request submitted by either party.

The arbitration proceedings must take place in Brussels and the language used in the arbitral proceedings must be English.

The arbitral award is binding upon the parties, which hereby expressly agree to renounce any form of appeal or revision.]

[If the international organisation does not accept Article II.18.2 (option 2 — Arbitration committee):]

[I.11.? Dispute settlement — Arbitration

As an exception to Article II.18, if any dispute between the Commission and the beneficiary relating to the Agreement cannot be settled amicably, it must be referred to an arbitration committee in accordance with the procedure specified below.

When a party intends to resort to arbitration, it must send a *formal notification* to the other party informing it of its intention and of its appointed arbitrator. The second party must appoint its arbitrator within one month of receipt of that *formal notification*. The two arbitrators must appoint, by joint agreement and within three months of the appointment of the second party's arbitrator, a third arbitrator who is the chair 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 must agree on the terms of reference of the arbitration committee, including the procedure to be followed.

The arbitration proceedings must take place in Brussels.

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

The arbitral award is 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, must be apportioned between the parties by the arbitration committee.]

[If the international organisation does not agree for the certificate on the financial statements to be drawn up by an external auditor:]

[I.11.? Certificates on the financial statements

Certificates on the financial statements to be provided by the beneficiary in accordance with Article[s] [I.4.4] [and] [II.20.3.2] may be drawn up by its regular internal or external auditor, in accordance with its internal financial regulations and procedures.]

[If the international organisation does not accept Article II.27 and no framework agreement containing a verification annex has been signed between the international organisation and the Commission:]

[I.11.? Checks and audits

The competent bodies of the Union must address any requests for checks or audits referred to in Article II.27 to the Director General of the beneficiary.

The beneficiary must make available to the competent bodies of the Union, upon request, all relevant financial information, including statements of accounts concerning the *action*, where it implements the *action* or where its affiliated entities or a subcontractor takes part in the *action*.]

[If the international organisation does not accept Article II.27 but a framework agreement containing a verification annex has been signed between the international organisation and the Commission:]

[I.11.? Checks and audits

Article II.27 must be applied in accordance with any specific agreement concluded in this respect by the international organisation and the European Union.]

[*This should always appear if the beneficiary is an international organisation:*]

[I.11.? Privileges and immunities

Nothing in the Agreement may be interpreted as a waiver of any privileges or immunities which are accorded to the beneficiary by its constituent documents or international law.]

[*For an operating grant, or an action grant where the beneficiary is not an international organisation:*]

[Not applicable.]

ARTICLE I.12 — OTHER SPECIAL CONDITIONS

[[Insert any additional special conditions not covered by the articles above, or any exceptions to the General Conditions]]

[Not applicable.]

SIGNATURES

For the beneficiary

For the Commission

[forename/surname],
[function]

[forename/surname],
[function]

Signature _____

Signature _____

Done at

Done at [Brussels] [Luxembourg]

on (date)

on (date)