ANNEX III – MODEL SPECIFIC GRANT AGREEMENT FOR AN ACTION GRANT IN FORM OF LUMP SUMS AND IN FORM OF REIMBURSEMENTS OF ELIGIBLE COSTS ACTUALLY INCURRED

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]¹

[official registration No]²

[official address in full]

[VAT number],

represented for the purposes of signature of the Specific agreement by [function, forename and surname],

The parties referred to above

HAVE AGREED

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
To the Specific agreement and the following annexes:

Annex I  [Annual Communication plan] or [Proposal for ad hoc communication activities]
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").

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.

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... months starting on 1 January [year...].

ARTICLE 3 – MAXIMUM AMOUNT AND FORM OF 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 [for [the partner] [and] [the following affiliated entities]: [...]]

   (ii) reimbursement of unit costs: not applicable
(iii) reimbursement of lump sum costs: not applicable

(iv) declared on the basis of a flat-rate of 7% of the eligible direct costs ("reimbursement of flat-rate costs") for the "indirect costs" category of costs [for [the partner] [and] [the following affiliated entities]: [...]]

(v) reimbursement of costs declared on the basis of the partner's usual cost accounting practices: not applicable

(b) unit contribution: not applicable

(c) a lump sum contribution of EUR […] ("lump sum contribution") to cover the eligible costs for the partner:

   a lump sum contribution of EUR […] ("lump sum contribution") to cover the eligible costs for communication action…]

   a lump sum contribution of EUR […] ("lump sum contribution") to cover the eligible costs for communication action…]

(d) flat-rate contribution: not applicable

ARTICLE 4 –REPORTING, REQUEST FOR PAYMENTS AND SUPPORTING DOCUMENTS

4.1 Reporting periods

Sole reporting period covering the period set out in Article 2.2.

4.2 Request[s] for second [and] […] [third]…[fourth]…[same for further] pre-financing payment[s] and supporting documents

Not applicable.

4.3 Request[s] for interim payment[s] 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 reporting period. This request must be accompanied by the following documents:

(a) for grant in form of lump sums (article 3.2 (c)) a final report on implementation of the action (‘final technical report’), drawn up in accordance with Annex IV of the Framework agreement and containing the information needed to justify the contribution requested on the basis of lump and information on subcontracting as referred to in Article II.11.1(d)(ii) of the Framework agreement;

(b) for grants in form of reimbursement of costs actually incurred (article 3.2 (a)) a final report on implementation of the action (‘final technical report’), drawn up in accordance with Annex ... attached to the invitation to submit proposals, containing:

(i) the information needed to justify the eligible costs declared;
(ii) information on subcontracting as referred to in Article II.11.1(d)(ii) of the Framework agreement;

(c) 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 reporting period;

4.6 Currency for requests for payment and financial statements

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 recorded in their accounts 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 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 statement

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 pre-financing payment of 70% of the maximum amount specified in Article 3;
- 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

The aim of the pre-financing is to provide 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 pre-financing payment of EUR [insert amount] to the partner within 30 calendar days from the entry into force of the Specific agreement, except if Article II.24.1 of the Framework agreement applies.

5.3 Interim payment[s]

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 60 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.

**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 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: […]]3

3 BIC or SWIFT code could be used for countries which do not use the IBAN code.
ARTICLE 7 - COMMUNICATION DETAILS OF THE

7.1 Communication details of the Commission

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

European Commission
European Commission Representation in the United Kingdom
32 Smith Square, London SW1P 3EU
Email address: COMM-REP-LON-NETWORKS@ec.europa.eu

7.2 Communication details of the partner

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

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

ARTICLE XX — 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, the Union may exploit those results in the areas including but not limited to:

(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) edition of the results of the action, including shortening, summarising, modifying the content, correcting technical errors in the content;
(e) cutting, inserting meta-data, as well as graphic, visual, audio or word elements in the results of the action;

(f) extracting a part of the results (e.g. audio or video files), division into parts or compilation of the results of the action;

(g) translation, insertion of subtitles, dubbing of the results of the action in all official languages of EU.

(h) granting of a license or sub-license to other beneficiaries of the Europe Direct Information Centres” (EDICs) Network grant under the 2018-2022 scheme, including any licensed pre-existing rights and any of the rights or areas of exploitation set out in points b)-g) of Article II.9.3 of the Framework agreement and in points a)-g) above.

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

SIGNATURES

For the partner

[function/ forename / surname]

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

In duplicate in English

For the Commission

[forename /surname]

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