

Agreement number: [...]

Model grant agreement (mono beneficiary): October 2016



Education, Audiovisual and Culture Executive Agency

**Creative Europe - MEDIA**

**CREATIVE EUROPE  
MEDIA Sub-programme**

Established by Regulation No 1295/2013 of the European Parliament and of the Council of 11 December 2013 (ref. Official Journal N° L 347 of 20 December 2013) and its corrigendum of the 27/06/2014 (OJ L189/260)

**GRANT AGREEMENT FOR AN ACTION**

**Financing exclusively by lump sum contribution(s) and/or unit contribution(s)**

**AGREEMENT NUMBER – [...]**

**TITLE: [...]**

**SUPPORT FOR FILM FESTIVALS**

The **Education, Audiovisual and Culture Executive Agency** (hereinafter referred to as "the Agency"), acting under powers delegated by the European Commission (hereinafter referred to as "the Commission"), represented for the purposes of signature of this Agreement by Ms Soon-Mi Peten, Head of Sector in the Unit MEDIA,

on the one part,

**and**

**[full official name] [ACRONYM]**

[official legal status or form]

[official registration No]

[official address in full]

[VAT No],

hereinafter referred to as "the beneficiary", represented for the purposes of signature of this Agreement by [...]

on the other part,

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Whereas the Commission has taken a decision n° C(2013)9199 of 18 December 2013 authorizing the use of lump sum and reimbursement on the basis of unit costs to cover one or more different categories of eligible costs under the Creative Europe – MEDIA Sub-Programme.

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 Model technical report
- Annex V *Model financial statement: not applicable*
- Annex VI *Model terms of reference for the certificate on the financial statements and underlying accounts: not applicable*
- Annex VII *Model terms of reference for the operational verification report: not applicable*
- Annex VIII Applicable formulas for lump sums

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.

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## **SPECIAL CONDITIONS**

### **ARTICLE I.1 – SUBJECT MATTER OF THE AGREEMENT**

A European Union grant is awarded, 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 [...] ("the action") as described in Annex I.

With the signature of the Agreement, the beneficiary accepts the grant and agrees to implement the action, acting on its own responsibility.

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

**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 as of [...] ("the starting date of the action") and shall end on [...].

### **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) Reimbursement of eligible costs: not applicable.
- (b) **Unit contribution:** not applicable.
- (c) **A lump sum contribution of EUR [...]** ("lump sum contribution"), according to the grid of applicable formulas detailed in Annex VIII
- (d) Flat-rate contribution: not applicable.

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

#### **I.4.1 Reporting periods, payments and additional supporting documents**

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 50% of the maximum amount specified in Article I.3 shall be paid to the beneficiary.

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

- Sole reporting period from [...] to the end of the period set out in Article I.2.2: The balance shall be paid to the beneficiary, subject to the receipt of the documents in accordance with Article II.23.2(a) and all other accompanying documents mentioned under the section "Other supporting documents" of this Article.

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### **Other supporting documents:**

The request for payment of the balance shall be accompanied by the following documents justifying the final determination of the lump sum:

- The festival's latest official, printed catalogue and programme, and any other additional evidence that the Agency might request in order to validate the final report and determine the final grant.

The verification of the implementation of the action will be focused on the number of European films in the programming.

In the event of non-execution or clearly inadequate execution of an activity planned in the application attached to the grant agreement, the final grant will be reduced according to the lump sums grids detailed in the Annex VIII, and where applicable, if the total of earlier payments is higher than the final grant amount, the beneficiary will be required to reimburse the amount paid in excess by the Agency.

In addition to the above mentioned documents, the beneficiary shall produce a public summary in English providing information about the results of its project. The summary must be included in the final report submitted to the Agency.

#### **I.4.2 Time limit for payments**

The time limit for the Agency to make 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 preferably in English, or otherwise in French or in German.

### **ARTICLE I.5 – BANK ACCOUNT FOR PAYMENTS**

All payments shall be made to the beneficiary's bank account, denominated in euro, as indicated below:

Name of bank:

Address of branch:

Precise denomination of the account holder:

Full account number (including bank codes):

IBAN code:

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## **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 the person who is representing the Agency for the purposes of the signature of this Agreement.

### **I.6.2 Communication details of the Agency**

Any communication addressed to the Agency shall be sent to the following address:

Education, Audiovisual and Culture Executive Agency  
J-59 02/63 - Ms Soon-Mi Peten  
Creative Europe - MEDIA Unit/B2  
Avenue du Bourget, 1  
1049 Brussels  
BELGIUM  
E-mail address: [EACEA-MEDIA-FESTIVALS@ec.europa.eu](mailto:EACEA-MEDIA-FESTIVALS@ec.europa.eu)

### **I.6.3 Communication details of the beneficiary**

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

[Full name]  
[Function]  
[Name of the entity]  
[Full official address]

## **ARTICLE I.7 – ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)**

Not applicable

## **ARTICLE I.8 – SETTLEMENT OF DISPUTES WITH A NON EU BENEFICIARY**

By derogation from Article II.18.2, where the beneficiary is legally established in a country other than a Member State of the European Union (the 'non EU beneficiary'), the Agency and/or the Union and/or the non EU beneficiary may bring before the Courts of Brussels any dispute between the Agency and/or the Union and the non EU beneficiary concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably. In such case where one party (i.e. the Agency, the Union or the non EU beneficiary) has brought proceedings before the Courts of Brussels concerning the interpretation, application or validity of the Agreement, the other party may not bring a claim arising from the interpretation, application or validity of the Agreement in any other court than the Courts of Brussels already seized.

## **ARTICLE I.9 – OTHER SPECIAL CONDITIONS**

### **ARTICLE I.9.1 - CONDITIONS FOR CALLS FOR PROPOSALS**

The beneficiary shall ensure that the action complies with the eligibility criteria set out in the Call for Proposals EACEA 17/2017 and the guidelines throughout the execution of this grant agreement. This obligation constitutes a "substantial obligation" within the meaning of Article II.16.2.1, point (b) of this Agreement.

### **ARTICLE I.9.2 - INAPPLICABILITY OF THE NO-PROFIT PRINCIPLE**

By way of derogation from Article II.25.3, the no-profit principle does not apply to the action.

### **ARTICLE I.9.3 - SPECIAL PROVISIONS ON THE CONVERSION OF COSTS INCURRED IN ANOTHER CURRENCY INTO EURO**

By way of derogation from Article II.23.4, any conversion into euro of costs incurred in other currencies shall be made by the beneficiary at the monthly accounting rate established by the Commission and published on its website ([http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/infoeuro/infoeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/infoeuro_en.cfm)) applicable on the month when the financial statement is drafted.

### **ARTICLE I.9.4 - VISIBILITY OF THE EUROPEAN UNION SUPPORT**

For the purpose of the application of Article II.7.1 the partner shall indicate in any communication or publication about the action, including its website, that the action has received funding from the European Union. Such acknowledgment shall be worded as follows: "*with the support of Creative Europe - MEDIA Programme of the European Union*" and be accompanied by the Creative Europe - MEDIA logo and the European flag. The partner shall use the logos, trademarks or items created by the Agency for these purposes and include in the publications/catalogue of the action covered by this Agreement the text provided by the Agency.

The obligation to comply with the publicity provision set out in article II.7 constitutes a substantial obligation. Without prejudice to the right to terminate the grant, in case of failure to fulfil this obligation, the Agency may apply a 20% reduction of the grant initially provided for.

## **SIGNATURES**

For the beneficiary

For the Agency  
Soon-Mi Peten

Head of Sector  
Authorising Officer by Sub-delegation

[signature]  
Done at \_\_\_\_\_, on \_\_\_\_\_

[signature]  
Done at Brussels, on \_\_\_\_\_

In duplicate in English