



Education, Audiovisual and Culture Executive Agency

Creative Europe - MEDIA

**CREATIVE EUROPE
MEDIA Sub-programme**

Established by Regulation N° 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 27/06/2014 (OJ L 189/260)

GRANT AGREEMENT FOR AN ACTION

Financing exclusively by lump sum contribution(s)

**AGREEMENT NUMBER: «NO_REF»-«PROJ_REF_SK» of the
Education, Audiovisual and Culture Executive Agency
on the award of a grant to support DEVELOPMENT OF AUDIOVISUAL CONTENT -
SINGLE PROJECT within the Creative Europe Programme – MEDIA**

TITLE: «PROJ_TIT»

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 Jolien WILLEMSSENS, Head of Sector MEDIA Development,

on the one part,

and

**«DEMA_NOM_CONT»
«ADRE_RUE», «ADRE_NUM»
«ADRE_BUILD»
PO BOX «ADRE_BOX»
«DEMA_ST_NAME» - «ADRE_COD_POS» «DEMA_ST_CITY»,
VAT NUMBER: «DEST_TVA»,**

hereinafter referred to as "the beneficiary", represented for the purposes of signature of this Agreement by **«RESI_NOM»**

on the other part,

Whereas the Commission has taken a decision n° C (2017)6188 of 14/09/2017, amending Commission Decision C(2013)9199 authorizing the use of lump sums under the MEDIA Sub-programme within the Creative Europe 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 final 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

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

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 «PROJ_TIT» ("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 «DEDE_DAT_DEB_CON» ("the starting date of the action") and shall end on «DEDE_DAT_FIN_CON» at the latest.

If the project enters into production before «DEDE_DAT_FIN_CON», the action ends on the date of entry into production of the project (1st day of principle photography or equivalent).

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

The grant shall be of a **maximum amount of EUR «DEDE_MNT_PRO»** 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 «DEDE_MNT_PRO» ("lump sum contribution") to cover the following categories of eligible costs:**
 - **Creative development of the project;**
 - **Production financing research and marketing of the project;**
 - **Company development staff, insurance, legal and accounting costs.**
- (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 70% of the maximum amount specified in Article I.3 shall be paid to the beneficiary.

Payment of the balance

- Sole reporting period from «DEDE_DAT_DEB_CON» 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 requested in Article II.23.2(a) and all other accompanying documents mentioned under the section "Other supporting documents" of this Article.

Other supporting documents:

The request for payment of the balance shall be accompanied by the final technical report (Annex IV), justifying the final determination of the lump sum

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 in English, French or 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: «DEST_BAN_NOM»

Address of branch: «DEST_BAN_RUE», «DEST_BAN_NUM_BAT»,
«DEST_BAN_BOI_POS», «DEST_BAN_COD_POS» -«DEST_BAN_VIL»,

Precise denomination of the account holder: «DEST_NOM»

Full account number (including bank codes): «DEST_NUM_COM»

IBAN code: «DEST_IBAN_CD»

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
Unit MEDIA – Support for Development
Mrs. Jolien Willemsens, Head of Sector Development
J-59 03/007
Avenue du Bourget, 1
1049 Brussels
BELGIUM
E-mail address: FACEA-MEDIA-DEV-MONITORING@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:

«DEMA_NOM_CONT»
«RESI_NOM»
«REPR_ADRE_RUE», «REPR_ADRE_NUM»
«REPR_ADRE_BUILD»
PO BOX «REPR_ADRE_BOX»
«REPR_ST_NAME» - «REPR_ADRE_COD_POS» «REPR_ST_CITY»

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

I.9.1 - 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.

I.9.2 - CONDITIONS OF CALL FOR PROPOSALS

The beneficiary shall ensure that the action complies with the eligibility criteria set out in the Call for Proposals EACEA 22/2017 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.

I.9.3 - VISIBILITY OF THE EUROPEAN UNION SUPPORT

For the purpose of the application of Article II.7, the beneficiary 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 the Creative Europe Programme - MEDIA of the European Union" and be accompanied by the Creative Europe - MEDIA logo and the European flag. The beneficiary 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. This also includes a mention of the development support on onscreen credits of the final produced project when applicable.

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.

The beneficiary undertakes to supply to the Agency one copy of all audiovisual works resulting from the development of the action on the appropriate platform.

I.9.4- USE OF THE RESULTS OF THE ACTION BY THE AGENCY AND/OR THE UNION

Article II.8 relating to the use of the results of the action, including industrial and intellectual property rights, by the Agency and/or the Union, shall be interpreted without prejudice to the industrial and intellectual property rights owned by the beneficiary and within the limits of the activities conferred to the Agency and/or the Union.

General Condition II.8.2 shall not apply.

I.9.5 - TECHNICAL AND FINANCIAL REPORTING – REQUESTS FOR PAYMENT AND SUPPORTING DOCUMENTS

For the purpose of Article II.25.1(c) and the approval of the proper implementation of the corresponding tasks or part of the action as described in Annex I, the beneficiary shall provide the information and documents as stated in the Annex IV.

The requested outputs will reflect the progress made since the application stage in the two main areas of activities covered by the development action: the creative development and the financing as well as marketing research.

Upon declaration regarding the outputs listed under Annex IV, the final grant will be determined as follows:

Whereas the beneficiary delivers outputs in both categories listed below ("Creative Development" and "Financing and Marketing Research"), and that the total reaches

- at least 70% of the outputs as weighted below, 100% of the grant shall be paid;
- between 50 and 69% of the outputs as weighted below, 70% of the grant shall be paid;

Under this threshold and/or if the applicant delivers outputs in only one of the two categories below (even if in full), the beneficiary is deemed to have failed to prove the proper implementation of the corresponding tasks or part of the action, and the Agency reserves the right to terminate the Grant Agreement as stipulated under Article II.16 and to recover the amount paid as per Article II.26.

OUTPUTS to be delivered (as listed under Annex IV)

	WEIGHTING (%)
1. CREATIVE DEVELOPMENT	
Updated creative development (treatment, script, bible, episodes outline or others)	50%
Research work undertaken and visual material	10%
Key artistic crew/casting involved	10%
2. FINANCING AND MARKETING RESEARCH	
Updated financing and production budgets and schedules	10%
Distribution and marketing strategies described	20%

I.9.6 – INTEROPERABLE STANDARD IDENTIFIER

The project must have an Interoperable standard identifier (ISAN, EIDR, etc.) by the end of the period set out in Article 2.2. This Interoperable standard identifier needs to be provided in the documents accompanying the request for payment of the balance.

For the beneficiary
«RESI_NOM»

For the Agency
Jolien WILLEMSSENS

Head of Sector MEDIA Development
Authorising Officer by Sub-delegation

Done at

Done at Brussels,

Date:

Date:

In duplicate in English

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