



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 DECISION FOR AN ACTION

Decision Nr. [...] of the

Education, Audiovisual and Culture Executive Agency

on the award of a grant to support DEVELOPMENT OF EUROPEAN VIDEO GAMES within the Creative Europe Programme – MEDIA

Project title: [...]

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"),

Having regard to the Treaty on the Functioning of the European Union;

Having regard to the Regulation No EU (2013) 1295/2013 of the European Parliament and of the Council of 11/12/2013 concerning the implementation of a programme of support for the European cultural and creative sector (CREATIVE EUROPE)¹ and its corrigendum of 27/06/2014²

¹ OJ L 347 of 20.12.2013, p. 221.

² OJ L 189/260

Whereas:

- (1) Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union³ (hereinafter the «Financial Regulation») and Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union⁴ provide the framework for the award of Union grants;
- (2) Commission Implementing Decision of 18 December 2013 establishing the "Education, Audiovisual and Culture Executive Agency"⁵ and repealing Decision CE(2009)336 of 20 April 2009⁶ setting up the Education, Audiovisual and Culture Executive Agency for the management of Community action in the fields of education, audiovisual and culture in application of Council Regulation (EC) No 58/2003⁷ provides that the Agency is responsible for the management of grants to be awarded under the Union programmes delegated to it, including Creative Europe Programme – MEDIA;
- (3) Commission Decision C(2015)658 of 12 February 2015 amending Commission Decision C(2013)9189 of 18 December 2013 delegating powers to the Education, Audiovisual and Culture Executive Agency with a view to performance of tasks linked to implementation of Union Programmes in the fields of education, audiovisual and culture, comprising, in particular, implementation of appropriations entered in the general budget of the Union and the EDF allocations;
- (4) On 21/12/2017, the Agency has published the call for proposals EACEA 24/2017, Support for Development of European Video Games (the "call") in order to support the Development of European Video Games within the framework of the Creative Europe Programme – MEDIA;
- (5) Whereas this Grant Decision is the result of a call for proposals by which applicants have been informed of the model Grant Decision of the Agency and of the General Conditions. Submission of a grant application implies acceptance of the General Conditions annexed to this Grant Decision;

³ OJ L 298 of 26.10.2012, p. 1.

⁴ OJ L 362 of 31.12.2012, p. 1.

⁵ OJ L 343 of 19.12.2013, p. 46

⁶ OJ L 101 of 21.04.2009, p. 26, as amended subsequently.

⁷ OJ L 11 of 16.01.2003, p. 1.

- (6) The addressee of this Grant Decision presented a request for a grant under this call for proposals (application No [...]), wherein he declares that he has taken note of the conditions set out in the call, including the General Conditions of the model Grant Decision annexed to it, and accepts them;
- (7) The application fulfils the conditions set out in the abovementioned call for proposals and has been selected;
- (8) The Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities⁸ and Regulation (EU, EURATOM) No 883/2013 of the European Parliament and the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF)⁹ provide for measures for the effective protection of the Union's financial interests;
- (9) The Agency, the Commission and the European Court of Auditors may check the use made of the grant at any time during the implementation of the action and during a period of five years following the date of payment of the balance or of three years following the payment of the balance in the case the maximum amount of the grant is not more than EUR 60 000.

HAS DECIDED AS FOLLOWS:

⁸ OJ L 292, 15.11.1996, p. 2–5

⁹ OJ L 136, 31.5.1999, p. 1–7

ARTICLE 1 – PURPOSE OF THE GRANT

A European Union grant is awarded to:

**[full official name] [ACRONYM]
[official legal status or form]
[official registration No]
[official address in full]
[VAT number],**

hereinafter referred to as “the beneficiary”,

represented for the purposes of this Grant Decision by [...] for the action entitled [...] (“the action”) as described in Annex I, under the terms and conditions set out in the present Grant Decision, the General Conditions and the other Annexes to this Grant Decision.

The action shall correspond to the statutory activities and objectives of the beneficiary.

As declared in the application submitted, the beneficiary has accepted the grant and agreed to implement the action, acting on its own responsibility.

ARTICLE 2 – ENTRY INTO FORCE OF THE GRANT DECISION AND DURATION

2.1 The Grant Decision shall enter into force on the date of its notification to the beneficiary.

2.2 The action shall run as of [...] (“the starting date of the action”) and shall end on [...].

If the project enters into production before [...], the action ends on the date of entry into production of the project (production of the first playable prototype or first trial version, whichever comes first).

ARTICLE 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) 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 categories of costs indicated in Annex III.**

- (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") to cover the indirect costs**
- (b) Unit contribution: not applicable.
 - (c) Lump sum contribution: not applicable.
 - (d) Flat-rate contribution: not applicable

ARTICLE 4 – ADDITIONAL PROVISIONS ON REPORTING, PAYMENTS AND PAYMENT ARRANGEMENTS

4.1 Reporting periods, payments and additional supporting documents

In addition to the provisions set out in the General Conditions n° 23 and 24, the following reporting and payment arrangements shall apply:

- Upon notification of this Grant Decision, a pre-financing payment of 70% of the maximum amount specified in Article 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 2.2: The balance shall be paid to the beneficiary, subject to the receipt of the documents requested in General condition n° 23.2 a) and b) 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 a certificate on the financial statements and underlying accounts ("Report of Factual Findings on the Final Financial Report – Type I") as set out in Annex VI for each grant for which the total contribution in the form of reimbursement of actual costs as referred to in Article 3(a)(i) is less than EUR 750.000.

4.2 Time limit for payments

The time limit for the Agency to make payment of the balance is 60 days.

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 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: [...]

ARTICLE 6 - DATA CONTROLLER AND COMMUNICATION DETAILS

6.1 Data controller

The entity acting as a data controller according to General Condition n° 6 shall be the person who is representing the Agency for the purposes of the signature of this Grant Decision.

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: EACEA-MEDIA-DEVELOPMENT@ec.europa.eu

6.3 Communication details of the beneficiary

This Grant Decision is addressed to the beneficiary:

[Full name]
[Function]
[Name of the entity]
[Full official address]
E-mail address: [complete]

Any communication from the Agency to the beneficiary shall be sent to the above mentioned address.

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

Not applicable

ARTICLE 8 – SPECIAL PROVISIONS ON BUDGET TRANSFERS

By way of derogation from the first subparagraph of General Condition n° 22, budget transfers between budget categories are limited to 10% of the estimated eligible costs of the action specified in Article 3.

ARTICLE 9 – ORDER OF PRECEDENCE AND ANNEXES

The Annex II "General Conditions" (hereinafter referred to as the "General Conditions") and the other Annexes to the present Grant Decision form an integral part of the present Grant Decision. The terms set out in this Grant Decision shall take precedence over those in the General Conditions. The terms of the General Conditions shall take precedence over the other Annexes.

ARTICLE 10 – OTHER SPECIAL CONDITIONS

10.1 INAPPLICABILITY OF THE NO-PROFIT PRINCIPLE

By way of derogation from General Condition n°25.3, the no-profit principle does not apply to grants the maximum amount of which, as referred to in Article 3, is lower than or equal to EUR 60.000.

10.2 SPECIAL PROVISIONS ON THE CONVERSION OF COSTS INCURRED IN ANOTHER CURRENCY INTO EURO

By way of derogation from General Condition n° 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/inforeuro/inforeuro_en.cfm) applicable on the month when the financial statement is drafted.

10.3 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 24/2017 and the guidelines throughout the execution of this grant decision. This obligation constitutes a "substantial obligation" within the meaning of General condition n°16.2.1, point (b) of this Decision.

10.4 VISIBILITY OF THE EUROPEAN UNION SUPPORT

For the purpose of the application of General condition n° 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 Grant Decision the text provided by the Agency.

The obligation to comply with the publicity provision set out in General Condition n° 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.

10.5 USE OF THE RESULTS OF THE ACTION BY THE AGENCY AND/OR THE UNION

General Condition n° 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 n° 8.2 shall not apply.

For the Agency

Jolien WILLEMSSENS

Head of Sector MEDIA Development

Done at Brussels, on

In duplicate in English

Decision number: [...]
Model grant decision (mono beneficiary): October 2016
Beneficiary: [...]

Annex I Description of the action

Annex II General Conditions (hereinafter referred to as “the General Conditions”):

https://eacea.ec.europa.eu/sites/eacea-site/files/ii_b_3.pdf

Annex III Estimated budget of the action

Annex IV Model technical report

Annex V Model financial statement

Annex VI Guidance notes – Report of Factual Findings on the Final Financial Report – Type I

See link: https://eacea.ec.europa.eu/sites/eacea-site/files/annex_iii_guidance_notes_audit_type_i_03-2014_en.pdf

Annex VII Model terms of reference for the operational verification report: not applicable

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