



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)

ANNEX III – MODEL SPECIFIC GRANT AGREEMENT FOR AN ACTION

SPECIFIC AGREEMENT No [...]

SUPPORT FOR TRAINING

This specific agreement (hereinafter referred to as "the Specific agreement") is concluded between:

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 the Specific agreement by Ms Soon-Mi Peten, Head of Sector,

on the one part,

and

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

on the other part.

The following annexes form an integral part of the Specific agreement:

Annex I Description of the action

Annex II Estimated budget of the action

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 [...] which has been signed between the Agency and the beneficiary (hereinafter referred to as "the Framework agreement").

The Agency 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.

With the signature of the Specific agreement, the beneficiary 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 OF THE SPECIFIC AGREEMENT AND DURATION

2.1 The Specific agreement shall enter into force on the date on which the last party signs.

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

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 II

(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 Articles II.23 and II.24 of the Framework agreement, the following reporting and payment arrangements shall apply:

Pre-financing payment

Upon entry into force of the Specific agreement, 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 [date/month] 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 documents requested in Article II.23.2(a) to (c) of the Framework agreement and all other accompanying documents mentioned under the section "Other supporting documents" of this Article.

Other supporting documents:

Option 1: 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 of the Framework agreement for each grant for which the total contribution in the form of reimbursement of actual costs as referred to in Article 3(a)(i) less than EUR 750.000.

Option 2: 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 II") in accordance with Article II.23.2(d) of the Framework agreement and as set out in Annex VI of the Framework agreement 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 equal to or more than EUR 750.000.

In addition to the above mentioned documents, when requesting the payment of the balance, 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. In the event of non-submission of the public summary, the Agency may suspend the time limit for payment in accordance with the provisions set out in Article II.24.5 of the Framework agreement.

4.2 Time limit for payments

The time limit for the Agency to make the 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 and preferably in English.

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/Branch : [...]

Address of Bank/Branch : [...]

Precise denomination of the account holder : [...]

IBAN Account Code : [...]

ARTICLE 6 – ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

Not applicable.

ARTICLE 7 – SPECIAL PROVISIONS ON BUDGET TRANSFERS

By way of derogation from the first subparagraph of Article II.22 of the Framework agreement, budget transfers between budget categories are limited to 10% of the estimated eligible costs of the action specified in Article 3 of the Specific agreement.

ARTICLE 8 - OTHER SPECIAL CONDITIONS

ARTICLE 8.1 - INAPPLICABILITY OF THE NO-PROFIT PRINCIPLE

By way of derogation from Article II.25.3 of the Framework agreement, 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.

SIGNATURES

For the beneficiary

[*function/forename/surname*]

For the Agency

Soon-Mi Peten
Head of Sector

Done at, on.../.../...

Done at Brussels, on .../.../...

In duplicate in English