



Education, Audiovisual and Culture Executive Agency

Creative Europe - MEDIA

GRANT AGREEMENT FOR AN ACTION
UNDER CREATIVE EUROPE PROGRAMME – MEDIA SUB-PROGRAMME¹
Support to the Development of European Video Games – Call for proposal EACEA 19/2019

AGREEMENT NUMBER — [...]

Title of the Action: [...]

This Agreement ('the Agreement') is concluded between the following parties:

on the one part,

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 Agreement by Mrs Jolien Willemsens, Head of Sector MEDIA Development,

and

on the other part,

'the beneficiary'

[full official name] [ACRONYM]

[official legal status or form]

[official registration No]

[official address in full]

[VAT number],

represented for the purposes of signature of the Agreement by [...]

The parties referred to above

HAVE AGREED

to the Special Conditions ("the Special Conditions") and the following Annexes:

Annex I Description of the action

Annex II General Conditions ("the General Conditions")

¹ Established by Regulation (EU) N° 1295/2013 of the European Parliament and of the Council of 11 December 2013 (OJ L347/221 of 20.12.2013) and its corrigendum of 27.06.2014 (OJ L 189/260)

- Annex III Estimated budget
- Annex IV Model technical report
- Annex V Model financial statement
- Annex VI Model terms of reference for the certificate on the financial statements²
- Annex VII Model terms of reference for the certificate on the compliance of the cost accounting practices: not applicable
- Annex VIII Model terms of reference for the operational verification report: not applicable

which form an integral part of the Agreement.

The provisions in the Special Conditions of the Agreement take precedence over its Annexes.

The provisions in Annex II "General Conditions" take precedence over the other Annexes.

² Guidance notes – Report of Factual Findings on the Final Financial Report – Type I

ARTICLE I.1 – SUBJECT MATTER OF THE AGREEMENT

The Agency has decided to award a grant 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 as [...], as described in Annex I.

By signing the Agreement, the beneficiary accepts the grant and agrees to implement the action, acting on its own responsibility.

ARTICLE I.2 – ENTRY INTO FORCE AND IMPLEMENTATION PERIOD OF THE AGREEMENT

I.2.1 The Agreement enters into force on the date on which the last party signs it.

I.2.2 The *action* runs for [...] months starting 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 I.3 – MAXIMUM AMOUNT AND FORM OF GRANT

I.3.1 *The maximum amount of the grant* is EUR [...].

I.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 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") for the beneficiary.
 - (v) reimbursement of costs declared on the basis of the beneficiary's usual cost accounting practices: not applicable.
- (b) unit contribution: not applicable.
- (c) lump sum contribution: not applicable.
- (d) flat-rate contribution: not applicable.
- (e) financing not linked to costs: not applicable.

ARTICLE I.4 – REPORTING, REQUESTS FOR PAYMENTS AND SUPPORTING DOCUMENTS

I.4.1 Reporting periods

The *action* is divided into the following *reporting periods*:

- Reporting period 1: from month 1 to month [...].

I.4.2 Request for second pre-financing payment and supporting documents

Not applicable

I.4.3 Request for interim payment and supporting documents

Not applicable.

I.4.4 Request for payment of the balance and supporting documents

The beneficiary 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) a final report on implementation of the *action* ('final technical report'), drawn up in accordance with Annex IV, containing:
 - (i) the information needed to justify the eligible costs declared or the contribution requested on the basis of financing not linked to costs, unit costs and lump sums (where the grant takes the form of the reimbursement of unit or lump sum costs, of financing not linked to costs or of a unit or lump sum contribution, as provided for in Article I.3.2(a)(ii) and (iii), (b), (c) or (e));
 - (ii) information on subcontracting as referred to in Article II.11.1(d).

- (b) 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 beneficiary.

The final financial statement must be drawn up in accordance with the structure of the estimated budget set out in Annex III and in accordance with Annex V and detail the amounts for each of the forms of grant set out in Article I.3.2 for the full reporting period;

- (c) a certificate on the financial statements and underlying accounts ('certificate on the financial statements')

This certificate must be produced by an approved external auditor or, in case of public bodies, by a competent and independent public officer and drawn up in accordance with Annex VI³.

The certificate must certify that the costs declared in the final financial statement by the beneficiary for the categories of costs reimbursed in accordance with Article I.3.2(a)(i) are real, accurately recorded and eligible in accordance with the Agreement.

In addition, the certificate must certify that all the revenues generated by the *action* referred to in Article II.25.3 have been declared for the beneficiary.

Other supporting documents:

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.

The summary/report may be used by the Commission to provide information on the results of the projects.

³ Report of Factual Findings on the Final Financial Report – Type I- Guidance notes

Additionally, the beneficiary may use the Creative Europe Project Results Platform, (<https://ec.europa.eu/programmes/creative-europe/projects/>) to disseminate project results and deliverables in accordance with the instructions provided therein.

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.24.2 of the Grant Agreement.

The beneficiary must certify that the information provided in the request for payment of the balance is full, reliable and true.

The beneficiary must also certify that the costs incurred can be considered eligible in accordance with the Agreement and that the request for payment is substantiated by adequate supporting documents that can be produced in the context of the checks or audits described in Article II.27.

In addition, the beneficiary must certify that all the revenues generated by the action referred to in Article II.25.3 have been declared for the beneficiary.

I.4.5 Information on cumulative expenditure incurred

Not applicable.

I.4.6 Currency for requests for payment and financial statements and conversion into euro

Requests for payment and financial statements must be drafted in euros.

The beneficiary with general accounts in a currency other than the euro must convert costs incurred in another currency 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 beneficiary with general accounts in euros must convert costs incurred in another currency into euros in accordance with their usual accounting practices.

I.4.7 Language of requests for payments, technical reports and financial statements

All requests for payments, technical reports and financial statements must be submitted in English, or otherwise in French or in German.

ARTICLE I.5 — PAYMENTS AND PAYMENT ARRANGEMENTS

I.5.1 Payments to be made

The Agency must make the following payments to the beneficiary:

- one pre-financing payment
- one payment of the balance, on the basis of the request for payment of the balance referred to in Article I.4.4.

I.5.2 Pre-financing payments

The aim of the pre-financing is to provide the beneficiary with a float. The pre-financing remains the property of the European Union ('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 Agency must make the pre-financing payment corresponding to 70% of the maximum amount specified in Article I.3.1 to the beneficiary within 30 calendar days from the entry into force of the Agreement except if Article II.24.1 applies.

I.5.3 Interim payment

Not applicable.

I.5.4 Payment of the balance

The payment of the balance reimburses or covers the remaining part of the eligible costs and contributions 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, the payment of the balance takes the form of a recovery as provided for by Article II.26.

If the total amount of earlier payments is lower than the final amount of the grant determined in accordance with Article II.25, the Agency must pay the balance within 60 calendar days from when it receives the documents referred to in Article I.4.4, except if Article II.24.1 or II.24.2 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.

The Agency determines the amount due as the balance by deducting the total amount of pre-financing and interim payments (if any) already made from the final amount of the grant determined in accordance with Article II.25.

The amount to be paid may, however, be offset, without the beneficiary's consent, against any other amount owed by the beneficiary to the Commission or to an executive agency (under the EU or Euratom budget), up to the *maximum amount of the grant*.

I.5.5 Notification of amounts due

The Agency must send a *formal notification* to the beneficiary:

- (a) informing it of the amount due; and
- (b) specifying whether the notification concerns a further pre-financing payment, an interim payment or the payment of the balance.

For the payment of the balance, the Agency must also specify the final amount of the grant determined in accordance with Article II.25.

I.5.6 Interest on late payment

If the Agency does not pay within the time limits for payment, the beneficiary 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 beneficiary 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 Agreement).

If the Agency suspends the time limit for payment as provided for in Article II.24.2 or if it suspends an actual payment as provided for in Article II.24.1, 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 I.5.8. The Agency does not consider payable interest when determining the final amount of grant within the meaning of Article II.25.

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 beneficiary only if the beneficiary requests it within two months of receiving late payment.

I.5.7 Currency for payments

The Agency must make payments in euros.

I.5.8 Date of payment

Payments by the Agency are considered to have been carried out on the date when they are debited to its account.

I.5.9 Costs of payment transfers

Costs of the payment transfers are borne as follows:

- (a) the Agency and/or the Commission bears the costs of transfer charged by its bank;
- (b) the beneficiary bears the costs of transfer charged by its bank;
- (c) the party causing a repetition of a transfer bears all costs of repeated transfers.

I.5.10 Payments to the beneficiary

The Agency must make payments to the beneficiary.

Payments to the beneficiary discharge the Agency from its payment obligation.

ARTICLE I.6 — BANK ACCOUNT FOR PAYMENTS

All payments must be made to the beneficiary's bank account as indicated below:

Name of bank:

Address of branch:

Precise denomination of the account holder:

Full account number (including bank codes):

IBAN code:

ARTICLE I.7 — DATA CONTROLLER, COMMUNICATION DETAILS OF THE PARTIES

I.7.1 Data controller

The entity acting as a data controller as provided for in Article II.7 is the Director of the Agency.

I.7.2 Communication details of the Agency

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

Education, Audiovisual and Culture Executive Agency
Unit MEDIA – Support for Development
Mrs. Jolien Willemsens, Head of Sector Development
Office J59 03/007
Avenue du Bourget, 1
1049 Brussels
BELGIUM

Email address: FACEA-MEDIA-DEVELOPMENT@ec.europa.eu

I.7.3 Communication details of the beneficiary

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

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

ARTICLE I.8 — USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS) BY THE AGENCY AND/OR THE UNION

Article II.9 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.

Article II.9.2 shall not apply.

ARTICLE I.9 — SPECIAL PROVISIONS ON BUDGET TRANSFERS

As an exception to the first subparagraph of Article II.22, budget transfers between budget categories are limited to 10 % of the estimated eligible costs of the *action* specified in Article I.3.2.

ARTICLE I.10 – PUBLICITY OBLIGATIONS

For the purpose of Article II.8 of the grant agreement, 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*" 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.

The obligation to comply with the publicity provision set out in article II.8 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.

ARTICLE I.11 — INAPPLICABILITY OF THE NO-PROFIT PRINCIPLE

As an exception to Article II.25.3, the no-profit principle does not apply to grants the maximum amount of which, as laid down in Article I.3.1, is lower than or equal to EUR 60 000.

ARTICLE I.12 — CONDITIONS OF THE CALL FOR PROPOSALS

The beneficiary shall ensure that the action complies with the eligibility criteria set out in the Call for Proposals EACEA 19/2019 and the guidelines throughout the execution of this grant agreement. This constitutes an "obligation" within the meaning of Article II.17.2.1, point (b) of this Agreement.

ARTICLE I.13 — SETTLEMENT OF DISPUTES WITH THE NON-EU BENEFICIARY

This provision applies where the beneficiary is legally established in a country other than a Member State of the European Union (the 'non-EU beneficiary').

As an exception to Article II.18.2, any of the parties (the Agency or the non-EU beneficiary) may bring before the Belgian Courts any dispute between them concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably.

Where one party has brought proceedings before the Belgian Courts, the other party may not bring a claim arising from the interpretation, application or validity of the Agreement in any other court than the Belgian Courts before which the proceedings have already been brought.

ARTICLE I.14 – GRANT REDUCTION IN THE CASE OF NON-COMPLIANCE WITH AN OBLIGATION UNDER THE GRANT AGREEMENT AND FOR NON-, POOR, PARTIAL, OR LATE IMPLEMENTATION

Without prejudice to the right to terminate the grant, the Agency may apply a 20% reduction rate on the maximum amount of the grant if an obligation under the Grant Agreement has been breached, in particular in case of non-compliance with the obligation of visibility of Union funding set out in Article II.8 which constitutes a substantial obligation.

SIGNATURES

For the beneficiary
[...]

For the Agency
Jolien WILLEMSSENS
Head of sector MEDIA Development

Done at, on.....

Done at Brussels, on.....

In duplicate in English

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