



Education, Audiovisual and Culture Executive Agency

**Creative Europe - MEDIA**

## **GRANT DECISION FOR AN ACTION**

**Decision Nr [...] of the Education, Audiovisual and Culture Executive Agency**

**on the award of a grant to support *the DEVELOPMENT OF EUROPEAN VIDEO GAMES*  
within the Creative Europe – MEDIA sub-programme**

**Title of the Action: [...]**

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 (EU) No 1295/2013 of the European Parliament and of the Council of 11 December 2013 establishing the Creative Europe Programme (2014 to 2020)<sup>1</sup> and its corrigendum of 27 June 2014<sup>2</sup>;

Whereas:

- (1) Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 PE/13/2018/REV/1 (OJ L 193, 30.7.2018, p. 1–222).
- (2) Commission Implementing Decision 2013/776/EU of 19 December 2013 establishing the "Education, Audiovisual and Culture Executive Agency"<sup>3</sup> and repealing Decision 2009/336/EC of 20 April 2009<sup>4</sup> 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 58/2003<sup>5</sup> provides that the Agency is

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<sup>1</sup> OJ L 347 of 20.12.2013, p.221.

<sup>2</sup> OJ L 189/260 of 27.06.2014

<sup>3</sup> OJ L 343 of 19.12.2013, p. 46

<sup>4</sup> OJ L 101 of 21.04.2009, p. 26, as amended subsequently.

<sup>5</sup> OJ L 11 of 16.01.2003, p. 1.

responsible for the management of grants to be awarded under the Union programmes delegated to it, including the Creative Europe – MEDIA Sub-programme;

- (3) Commission Decision C(2018)7435 of 13 November 2018 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 12.09.2019, the Agency has published the call for proposals EACEA 19/2019 Support to the Development of European Video Games (the "call") in order to support the Development of European Video Games within the framework of the Creative Europe – MEDIA Sub-programme;
- (5) This Grant Decision is adopted following 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;
- (6) The addressee of this Grant Decision presented a grant application under this call for proposals (application No [...]), wherein it declares that it 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 irregularities<sup>6</sup> 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)<sup>7</sup> 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.

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<sup>6</sup> OJ L 292, 15.11.1996, p. 2–5.

<sup>7</sup> OJ L 248, 18.09.2013 p. 1-22.

**HAS DECIDED AS FOLLOWS:**

**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 beneficiary shall implement the action, acting on its own responsibility.

**ARTICLE 2 – ENTRY INTO FORCE AND IMPLEMENTATION PERIOD OF THE GRANT DECISION**

**2.1** The Grant Decision shall take effect on the date of its notification to the beneficiary.

**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 3 – MAXIMUM AMOUNT AND FORM OF GRANT**

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

**3.2** The grant takes the form of:

(a) **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”)**
- (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 4 – REPORTING, REQUESTS FOR PAYMENTS AND SUPPORTING DOCUMENTS**

### **4.1 Reporting periods**

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

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

### **4.2 Request for second pre-financing payment and supporting documents**

Not applicable.

### **4.3 Request for interim payment and supporting documents**

Not applicable.

### **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 last 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 3.2(a)(ii) and (iii), (b), (c) or (e));
  - (ii) information on subcontracting as referred to in General condition n° 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 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 VI<sup>8</sup>.

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 3.2(a)(i) are real, accurately recorded and eligible in accordance with the Grant decision.

In addition, the certificate must certify that all the revenues generated by the *action* referred to in General condition n° 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.

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 General condition n° 24.2 of the Grant Decision.

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 Decision 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 General condition n° 27.

In addition, the beneficiary must certify that all the revenues generated by the action referred to in General condition n° 25.3 have been declared for the beneficiary.

#### **4.5 Information on cumulative expenditure incurred**

Not applicable.

#### **4.6 Currency for requests for payment and financial statements and conversion into euro**

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<sup>8</sup> Report of Factual Findings on the Final Financial Report – Type I- Guidance notes

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/infoeuro/infoeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/infoeuro_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.

#### **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 5 — PAYMENTS AND PAYMENT ARRANGEMENTS**

#### **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 4.4.

#### **5.2 Pre-financing payment**

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 of EUR corresponding to 70% of the maximum amount specified in Article 3.1 to the beneficiary within 30 calendar days from the entry into force of the Grant decision except if General condition n° 24.1 applies.

#### **5.3 Interim payment**

Not applicable

#### **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 General condition n° 25, the payment of the balance takes the form of a recovery as provided for by General condition n° 26.

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

## **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 General condition n° 25.

## **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 Grant decision).

If the Agency suspends the time limit for payment as provided for in General condition n° 24.2 or if it suspends an actual payment as provided for in General condition n° 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 5.8. The Agency does not consider payable interest when determining the final amount of grant within the meaning of General condition n° 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.

### **5.7 Currency for payments**

The Agency must make payments in euros.

### **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.

### **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.

### **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 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 7 — DATA CONTROLLER, COMMUNICATION DETAILS OF THE PARTIES**

### **7.1 Data controller**

The entity acting as a data controller as provided for in General condition n° 7 is the Director of the Agency

### **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  
Mrs. Jolien Willemsens, Head of Sector Development  
Creative Europe - MEDIA Unit/B2 – Support for Development  
Office J59 03/007  
Avenue du Bourget, 1  
1049 Brussels  
BELGIUM  
E-mail address: [FACEA-MEDIA-DEVELOPMENT@ec.europa.eu](mailto:FACEA-MEDIA-DEVELOPMENT@ec.europa.eu)

### **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 8 – 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 9 — ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)**

General Condition n° 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.

General Condition n° 9.2 shall not apply.

### **ARTICLE 10 – 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 11 — INAPPLICABILITY OF THE NO-PROFIT PRINCIPLE**

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

#### **ARTICLE 12 – PUBLICITY OBLIGATIONS**

For the purpose of General condition n° 8 of the grant decision, relating to the publicity and use of the relevant logo, 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. This includes a mention of the development support on onscreen credits of the final produced project when applicable. 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 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 Decision the text provided by the Agency.

The obligation to comply with the publicity provision set out in General Condition n°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 13 — 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 decision. This constitutes an "obligation" within the meaning of General condition n°17.2.1, point (b) of this Decision.

#### **ARTICLE 14 – GRANT REDUCTION IN THE CASE OF NON-COMPLIANCE WITH AN OBLIGATION UNDER THE GRANT DECISION 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 Decision has been breached, in particular in case of non-compliance with the obligation of visibility of Union funding set out in General condition n° 8 which constitutes a substantial obligation.

SIGNATURE

For the Agency

Jolien Willemsens

Head of Sector MEDIA Development

Authorising Officer by Sub-delegation.

Done at Brussels, on

In duplicate in English

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- Annex I Description of the action
- Annex II General Conditions (“the General Conditions”)
- 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 statements<sup>9</sup>
- 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

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<sup>9</sup> Report of Factual Findings on the Final Financial Report – Type I- Guidance notes