



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

AGREEMENT NUMBER: [...] 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

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"), represented for the purposes of signature of this Agreement by Ms Jolien WILLEMSSENS, Head of Sector MEDIA Development,

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 this Agreement by [...]

on the other part,

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 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

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 [...] ("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 [...] ("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 I.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 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 [...] 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 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 I.3(a)(i) is less than EUR 750.000.

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: [...]

Address of branch: [...]

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

Full account number (including bank codes): [...]

IBAN code: [...]

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-DEVELOPMENT@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:

Name of bank: [...]
Address of branch: [...]
Precise denomination of the account holder: [...]
Full account number (including bank codes): [...]
IBAN code: [...]

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

Not applicable

ARTICLE I.8 – SPECIAL PROVISIONS ON BUDGET TRANSFERS

By way of derogation from 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.

ARTICLE I.9 –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.10 – OTHER SPECIAL CONDITIONS

I.10.1 INAPPLICABILITY OF THE NO-PROFIT PRINCIPLE

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

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

By way of derogation from Article II.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.

I.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 24/2018 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.10.4 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. 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 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 Agreement the text provided by the Agency.

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.10.5 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.

Article II.8.2 shall not apply.

For the beneficiary
[...]

For the Agency
Jolien WILLEMSSENS
Head of sector MEDIA Development

Done at _____, on/.....

Done at Brussels, on/.....

In duplicate in English

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

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