



EUROPEAN COMMISSION
Employment, Social Affairs and Inclusion DG

[Directorate]

[Unit]

GRANT AGREEMENT

AGREEMENT NUMBER – VS/2013/0177

The **European Union** (hereinafter referred to as “the Union”), represented by the European Commission (hereinafter referred to as “the Commission”), represented for the purposes of signature of this Agreement by , ,

of the one part,

and

[full official name]

[official legal status or form]

[official address in full]

hereinafter referred to as “the beneficiary”, represented for the purposes of signature of this Agreement by [function, forename and surname],

of 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: [...] page(s)
- Annex II General Conditions (hereinafter referred to as “the General Conditions”):
31 pages
- Annex III Estimated budget: [...] page(s)
- Annex IV Model technical report: 12 pages
- Annex V Model financial statement: not applicable
- Annex VI Model terms of reference for the certificate on the financial statements: not applicable
- Annex VII Model terms of reference for the operational verification report: not applicable
- Annex VIII Model terms of reference for the certificate on the compliance of the cost accounting practices: 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

The Commission 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 **[title of the action]** (“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.

Articles II.12.4, II.23.2(d)(ii) and II.25.3.3(c) shall not apply.

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 for **12 months** as of *[one of the following options:]* [the first day following the date when the last party signs the Agreement] [the first day of the month following the date when the last party signs the Agreement] **[insert date]** (“the starting date”). The above period shall be determined on the basis of calendar days.

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 direct costs for the beneficiary [and the affiliated entities]
 - (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 indirect costs for the beneficiary [and the affiliated entities]
 - (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

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

I.4.1 Reporting periods, payments

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 40% of the maximum amount specified in Article I.3 shall be paid to the beneficiary;
- A second pre-financing payment of 30% of the maximum amount specified in Article I.3 shall be paid to the beneficiary, subject to having used at least 70% of the previous pre-financing instalment paid;
- Sole reporting period from the starting date 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 a certificate on the financial statements and underlying accounts (“certificate on the financial statements”)].

[By way of derogation from Article II.23.2(d), the beneficiary shall not submit a certificate on the financial statements.]

I.4.2 Time limit for payments

The time limit for the Commission to make payment of the balance is 90 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.

ARTICLE I.5 – BANK ACCOUNT FOR PAYMENTS

All payments shall 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.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: Employment, Social Affairs and Inclusion DG.

I.6.2 Communication details of the Commission

Any communication addressed to the Commission shall be sent to the following address:

European Commission
Directorate-General: Employment, Social Affairs and Inclusion
Directorate: [complete]
Unit: [complete]
B-1049 Brussels, Belgium
E-mail address: [insert functional mailbox]

I.6.3 Communication details of the beneficiary

Any communication from the Commission to the beneficiary shall be sent to the following address:

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

ARTICLE I.7 – ENTITIES AFFILIATED TO THE BENEFICIARY

[Either:] [Not applicable.] [or the following text:]

[For the purpose of this Agreement, the following entities are considered as affiliated entities to the beneficiary:

- [name of the entity];
 - [name of the entity];
- [idem for further affiliated entities]

The beneficiary shall inform the Commission immediately of any change in the legal, financial, technical, organisational or ownership situation of its affiliated entities and of any change in their name and address.]

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 amount of each budget category for which the transfer is intended.

ARTICLE I.9 – SETTLEMENT OF DISPUTES WITH A NON EU BENEFICIARY

[Either:] [Not applicable.] [or the following text:]

[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 Commission and/or the non EU beneficiary may bring before the Belgian Courts any dispute between 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 Commission or the non EU beneficiary) has brought proceedings before the Belgian Courts 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 Belgian Courts already seized.]

ARTICLE I.10 – BENEFICIARY WHICH IS AN INTERNATIONAL ORGANISATION

[Either:] [Not applicable.] [or the following text:]

I.10.1 Dispute settlement – Arbitration

- (a) By way of derogation from Article II.18, any dispute between the Commission and the beneficiary relating to the Agreement, which cannot be settled amicably shall be referred to an arbitration committee in accordance with the procedure specified in points (b) to (g).
- (b) When notifying the other party of its intention to resort to arbitration, the notifying party shall also inform the other party about its appointed arbitrator. The second party shall appoint its arbitrator within one month of receipt of that written notification. The two arbitrators shall, by joint agreement and within three months of the appointment of the second party's arbitrator, appoint a third arbitrator who shall be the chairman of the arbitration committee, unless both parties agreed to have a sole arbitrator.
- (c) Within one month of the appointment of the third arbitrator, the parties shall agree on the terms of reference of the arbitration committee, including the procedure to be followed.
- (d) The arbitration proceedings shall take place in Brussels.
- (e) The arbitration committee shall apply the terms of the Agreement. The arbitration committee shall set out in its arbitral award detailed grounds for its decision.
- (f) The arbitral award shall be final and binding upon the parties, which hereby expressly agree to renounce any form of appeal or revision.
- (g) The costs, including all reasonable fees incurred by the parties related to any arbitration, shall be apportioned between the parties by the arbitration committee.

I.10.2 Certificates on the financial statements

[Either:] [Not applicable.] [or the following text:]

[Certificates on the financial statements to be provided by the beneficiary, in accordance with Article II.23.2, may be established by its regular internal or external auditor, in accordance with its internal financial regulations and procedures.]

I.10.3 Checks and audits

The competent bodies of the Union shall address any requests for checks or audits pursuant to the provisions of Article II.27 to the Director General of the beneficiary.

The beneficiary shall make available to the competent bodies of the Union, upon request, all relevant financial information, including statements of accounts concerning the action, where it implements the action or where its affiliated entities or a subcontractor take part in the action.

I.10.4 Applicable law

By derogation from Article II.18.1, the Agreement shall be governed by the applicable Union Law complemented, where necessary, by the law of the country in which the beneficiary is legally established.

I.10.5 Privileges and immunities

Nothing in the Agreement shall be interpreted as a waiver of any privileges or immunities which are accorded to the beneficiary by its constituent documents or international law.]

ARTICLE I.11 – OTHER SPECIAL CONDITIONS

Not applicable.

SIGNATURES

For the beneficiary,
[forename/surname]

For the Commission,
[forename/surname]

.....
Done at

on (*date*)

In duplicate in English.

.....
Done at [Brussels][Luxembourg]

on (*date of C.A.D. stamp*)