



EUROPEAN COMMISSION  
Employment, Social Affairs and Inclusion DG

Employment and Social Legislation, Social Dialogue

**Free Movement of workers, Coordination of Social Security Schemes**

## GRANT AGREEMENT FOR AN ACTION WITH MULTIPLE BENEFICIARIES

**AGREEMENT NUMBER – VS/2013/0117**

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 Jackie MORIN, Head of Unit, Free Movement of workers, Coordination of Social Security Schemes,

on the one part,

**and**

1. [full official name]

[official legal status or form]

[official registration no.]

[official address in full]

[VAT number],

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

and the following other beneficiaries:

2. [full official name] ([country])

3. [full official name] ([country])

[idem for each beneficiary]

duly represented by the coordinator by virtue of the mandate(s) included in Annex IV for the signature of this Agreement,

hereinafter referred to collectively as “the beneficiaries”, and individually as “beneficiary” for the purposes of this Agreement where a provision applies without distinction between the coordinator or another beneficiary,

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: [...] page(s)
- Annex II General Conditions (hereinafter referred to as “the General Conditions”): [...] page(s)
- Annex III Estimated budget of the action: [...] page(s)
- Annex IV Mandate(s) provided to the coordinator by the other beneficiary(ies)
- Annex V Model technical report: not applicable
- Annex VI Model financial statement: not applicable
- Annex VII Model terms of reference for the certificate on the financial statements: not applicable
- Annex VIII Model terms of reference for the operational verification report: not applicable
- Annex IX 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 **Information centres for intra-EU migrant workers and posted workers** (“the action”) as described in Annex I.

With the signature of the Agreement, the beneficiaries accept the grant and agree to implement the action, acting on their own responsibility.

### ARTICLE I.2 – ENTRY INTO FORCE OF THE AGREEMENT AND DURATION OF THE ACTION

**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 the first day following the date when the last party signs the Agreement (“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 beneficiaries [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 beneficiaries [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 30% of the maximum amount specified in Article I.3 shall be paid to the coordinator subject to the receipt of a guarantee of an amount equal to the pre-financing to be paid;
- A second pre-financing payment of 40% of the maximum amount specified in Article I.3 shall be paid to the coordinator, subject to having used at least 70% of the previous pre-financing instalment paid and to the receipt of a guarantee of an amount equal to the pre-financing instalment to be 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 coordinator.

By way of derogation from Article II.23.2(d), the beneficiaries 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 coordinator'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: Employment and Social Legislation, Social Dialogue  
Unit: Free Movement of workers, Coordination of Social Security Schemes  
B-1049 Brussels, Belgium  
E-mail address: empl-b4-calls-proposals@ec.europa.eu

### **I.6.3 Communication details of the beneficiaries**

Any communication from the Commission to the beneficiaries 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 BENEFICIARIES**

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

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

- [name of the entity], affiliated to [name or acronym of the beneficiary];
  - [name of the entity], affiliated to [name or acronym of the beneficiary];
- [idem for further affiliated entities]

## **ARTICLE I.8 – OBLIGATION TO CONCLUDE AN INTERNAL CO-OPERATION AGREEMENT**

The beneficiaries shall conclude an internal cooperation agreement regarding their operation and co-ordination, including all internal aspects related to the management of the beneficiaries and the implementation of the action.

## **ARTICLE I.9 – SPECIAL PROVISIONS ON THE FINANCIAL RESPONSIBILITY FOR RECOVERIES AND FINANCIAL PENALTIES**

The financial responsibility of each beneficiary shall be limited to its own debt, including any amount unduly paid by the Commission as a contribution towards the costs incurred by its affiliated entities.

Point (c) of Article II.26.3 shall not apply.

## **ARTICLE I.10 – 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.11 – SETTLEMENT OF DISPUTES WITH NON EU BENEFICIARIES**

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

[By derogation from Article II.18.2, where a 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.12 – BENEFICIARIES WHICH ARE INTERNATIONAL ORGANISATIONS**

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

### **I.12.1 Dispute settlement - Arbitration**

- (a) By way of derogation from Article II.18, any dispute between the Commission and any beneficiary which is an international organisation 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.12.2 Certificates on the financial statements**

Not applicable.

#### **I.12.3 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 any beneficiary which is an international organisation.

Any beneficiary which is an international organisation 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 takes part in the action.

#### **I.12.4 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 any beneficiary which is an international organisation is legally established.

#### **I.12.5 Privileges and immunities**

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

### **ARTICLE I.13 – OTHER SPECIAL CONDITIONS**

Not applicable.

## SIGNATURES

For the coordinator  
[forename/surname]

For the Commission  
Jackie MORIN

.....

.....

Done at .....

Done at Brussels

on ..... (*date*)

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

In duplicate in English.

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