GRANT AGREEMENT FOR AN ACTION WITH MULTIPLE BENEFICIARIES

SUPPORT FOR ONLINE DISTRIBUTION

AGREEMENT NUMBER – «NO_REF»-«PROJ_REF_SK»

TITLE: – «PROJ_TIT»

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 Mr. Matteo Solaro, Head of Sector at the Agency, on the one part,

and

«DEMA_NOM_CONT»

«ADRE_RUE», «ADRE_NUM»
«ADRE_BUILD»
PO BOX «ADRE_BOX»
«DEMA_ST_NAME» - «ADRE_COD_POS» «DEMA_ST_CITY»,
VAT number: «DEST_TVA»,

hereinafter referred to as “the coordinator”, represented for the purposes of signature of this Agreement by «RESI_NOM»

and the other beneficiaries listed under Annex IV of this Agreement duly represented by the coordinator by virtue of the mandates 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,
Agreement number: «NO_REF»
Multi beneficiaries model agreement: February 2014

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 List of co-beneficiaries and Mandates provided to the coordinator by the other beneficiaries
Annex V  Model technical report
Annex VI Model financial statement
          For grants equal or above EUR 750,000: Guidance notes – Report of Factual Findings on the Final Financial Report – Type II – see link:
Annex VIII 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 «PROJ_TIT» ("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 and the period of eligibility of costs shall run as of «DEDE_DAT_DEB_CON» (“the starting date of the action”) and shall end on «DEDE_DAT_FIN_CON».

ARTICLE I.3 - MAXIMUM AMOUNT AND FORM OF THE GRANT

The grant shall be of a maximum amount of EUR «DEDE_MNT_PRO» and shall take the form of:

(a) The reimbursement of «PCT_FINANCE»% of the eligible costs of the action ("reimbursement of eligible costs"), which are estimated at EUR «DEDE_MNT_ELI» 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:

Pre-financing payment

- Upon entry into force of the Agreement, a pre-financing payment of 50% of the maximum amount specified in Article I.3 shall be paid to the coordinator.

Payment of the balance

- Sole reporting period from «DEDE_DAT_DEB_CON» to the end of the period set out in Article I.2.2: The balance shall be paid to the coordinator subject to the receipt of a Final Technical report and a Final Financial Statement in accordance with Article II.23.2 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 VII for a 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.

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 II”) in accordance with Article II.23.2(d) and as set out in Annex VII for a grant for which the total contribution in the form of reimbursement of actual costs as referred to in Article I.3(a)(i) is equal to or more than EUR 750,000.

In addition to the above mentioned documents, when requesting the payment of the balance, 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. 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.24.5.

I.4.2 Time limit for payments

The time limit for the Agency 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 preferably in English, or otherwise in French or in German.
ARTICLE I.5 – BANK ACCOUNT FOR PAYMENTS

All payments shall be made to the coordinator's bank account, denominated in euro, as indicated below:

Name of bank: «DEST_BAN_NOM»
Precise denomination of the account holder: «DEST NOM»
Full account number (including bank codes): «DEST_NUM_COM»
IBAN code: «DEST_IBAN_CD»

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
Creative Europe Programme
MEDIA Sub-Programme – Online Distribution
BOUR 3/50 – Mr. Matteo Solaro, Head of Sector
Avenue du Bourget, 1
BE-1049 Brussels
BELGIUM
E-mail address: EACEA-MEDIA-ONLINE@ec.europa.eu

I.6.3 Communication details of the beneficiaries

Any communication from the Agency to the beneficiaries shall be sent to the following address:

«DEMA_NOM_CONT»
«RESI_NOM»
«REPR_ADRE_RUE», «REPR_ADRE_NUM»
«REPR_ADRE_BUILD»
PO BOX «REPR_ADRE_BOX»
«REPR_ST_NAME» - «REPR_ADRE_COD_POS» «REPR_ST_CITY»

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 NON EU BENEFICIARIES

By way of 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 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

ARTICLE 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.

ARTICLE 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 beneficiaries 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.

ARTICLE I.10.3 – CONDITIONS FOR CALLS FOR PROPOSALS

The Agency shall consider as «substantial obligations» within the meaning of Article II.16.3.1.(c), inter alia, the non-compliance by the beneficiaries, during the duration of the agreement, with the eligible criteria set out for the beneficiaries and the action in the Call for Proposals.
ARTICLE I.10.4 – TRAVEL AND SUBSISTENCE COSTS

With reference to Article II.19.2(b), the subsistence costs shall be considered as eligible costs in so far as they are within the limits set out in the Commission tables (available under the following link): http://ec.europa.eu/europeaid/work/procedures/implementation/per_diems/index_en.htm, unless in some exceptional and duly justified cases. The amounts specified in the tables include all costs associated with the stay in the country concerned. If there is no overnight stay, these maximum amounts are reduced by 50%.

For air travel, only the cost of economy class is accepted. Any costs in excess of this rate will only be accepted in duly justified, exceptional cases. For train travel first class tickets are permitted. For car travel, the eligible amount will be limited to the amount corresponding to the price of a 1st class train ticket.

ARTICLE I.10.5 – VISIBILITY OF THE EUROPEAN UNION SUPPORT

For the purpose of the application of Article II.7.1 the coordinator 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 Creative Europe - MEDIA Programme of the European Union" and be accompanied by the Creative Europe - MEDIA logo and the European flag. The coordinator 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.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.

ARTICLE I.10.6 – 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 coordinator and within the limits of the activities conferred to the Agency and/or the Union. Article II.8.2 shall not apply.

SIGNATURES

For the beneficiary
«RESI_NOM»

For the Agency
Matteo Solaro, Head of sector

Done at: Brussels,
Date: