



EUROPEAN COMMISSION

DIRECTORATE-GENERAL FOR EUROPEAN CIVIL PROTECTION AND HUMANITARIAN AID OPERATIONS (ECHO)

ECHO.A - Emergency Management and rescEU

- This model may be used for Mobility Package grants under the Emergency Support Instrument (ESI) in response to COVID 19;
- The footnotes in the special conditions are internal instructions only and must be read and deleted before agreements are sent out. The footnotes in the general conditions contain references to legal acts and must be left unchanged.
- Options [in square brackets] not used are to be deleted.
- Fields [in grey in square brackets] (even if they are part of an option as specified in the previous item) are to be deleted and/or replaced by appropriate data.
- In order to avoid cross-referencing problems between the general conditions and the special conditions, re-numbering of the special conditions should be avoided; unnecessary articles (or parts thereof) can be replaced by 'not applicable'.
- The model agreement date in the header should NOT be deleted across the document.

GRANT AGREEMENT FOR AN ACTION

UNDER THE EMERGENCY SUPPORT INSTRUMENT

AGREEMENT NUMBER — [insert]

This Agreement ('the Agreement') is concluded between the following parties:

on the one part,

The European Union ('the Union'), represented by the European Commission ('the Commission'), represented for the purposes of signature of the Agreement by [function, DG/service, forename and surname],¹

and

on the other part,

'the beneficiary'

[full official name] [ACRONYM]

[official legal status or form]²

¹ The person representing the Commission must be an authorising officer (by delegation or sub-delegation) designated in accordance with document 60008 of 22/02/2001 'Mise en place de la Charte des ordonnateurs'.

² To be deleted or filled in according to the "Legal Entity" form

[official registration No]³

[official address in full]

[VAT number],

represented for the purposes of signature of the Agreement by [function, forename and surname]

The parties referred to above

HAVE AGREED

to the Special Conditions (“the Special Conditions”) and the following Annexes:

Annex I Description of the action – Grant Application Form

Annex II General Conditions (“the General Conditions”)

Annex III Grant agreement budget table

Annex IV Model technical report

Annex V Model financial statement

Annex VI Model terms of reference for the certificate on the financial statements: **[not applicable]**

which form an integral part of the Agreement.

The provisions in the Special Conditions of the Agreement take precedence over its Annexes.

The provisions in Annex II "General Conditions" take precedence over the other Annexes.

³ To be deleted or filled in according to the "Legal Entity" form

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 **[insert title of the action in bold]** as described in Annex I.

By signing the Agreement the beneficiary accepts the grant and agrees to implement the action, acting on its own responsibility.

Article II.13.4 and point ii) of Article II.25.3(a) do not apply.

ARTICLE I.2 – ENTRY INTO FORCE AND IMPLEMENTATION PERIOD OF THE AGREEMENT

I.2.1 The Agreement enters into force on the date on which the last party signs it.

I.2.2 The *action* runs for **[insert number in bold]** days as of **[insert date in bold]**.

I.2.3 By way of derogation from Article II.19.1.a, eligible costs are costs incurred during the duration of the operational part of the action as set out in Annex I, which runs as of **[operation starting date]** up to and including **[operation ending date]**.

ARTICLE I.3 – MAXIMUM AMOUNT AND FORM OF GRANT

I.3.1 *The maximum amount of the grant* is EUR **[insert amount]**.

I.3.2 The grant takes the form of:

(a) The reimbursement of **[0 - 100%]** 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 beneficiary

(ii) reimbursement of unit costs: not applicable

(iii) reimbursement of lump sum costs: not applicable

(iv) reimbursement of flat-rate costs: not applicable

(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 I.4 – REPORTING, REQUESTS FOR PAYMENTS AND SUPPORTING DOCUMENTS

I.4.1 Reporting periods

Not applicable

I.4.2 Periodic report — Request for second pre-financing payment

Not applicable

I.4.3 Periodic report — Request for interim payment

Not applicable

I.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 I.3.2(a)(ii) and (iii), (b),(c) or (e));
 - (ii) information on subcontracting as referred to in Article II.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 and its affiliated entities.

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 I.3.2 for the last reporting period;

- (c) a summary financial statement ('summary financial statement').

This statement must include a consolidated financial statement and a breakdown of the amounts declared or requested by the beneficiary and its affiliated entities, aggregating the financial statements already submitted previously and indicating the revenue generated by the *action* referred to in Article II.25.3 for the beneficiary and its affiliated entities other than non-profit organisations.

The summary financial statement must be drawn up in accordance with Annex V;

- (d) a certificate on the financial statements and underlying accounts ('certificate on the financial statements'), for the beneficiary and for each affiliated entity, if:
 - i. the maximum grant amount indicated for the beneficiary and its affiliated entities in the estimated budget as reimbursement of actual costs is EUR 750 000 or more.

This certificate must be produced by an approved auditor or, in case of public bodies, by a competent and independent public officer and drawn up in accordance with Annex VI.

The certificate must certify that the costs declared in the individual financial statement by the beneficiary or its affiliated entities for the categories of costs reimbursed in accordance with Article I.3.2(a)(i) are real, accurately recorded and eligible in accordance with the Agreement.

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 Agreement 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 Article II.27.

In addition, the beneficiary must certify that all the revenues generated by the *action* referred to in Article II.25.3 have been declared for the beneficiary and its affiliated entities other than non-profit organisations.

I.4.5 Information on cumulative expenditure incurred

Not applicable.

I.4.6 Currency for requests for payment and financial statements and conversion into euro

Requests for payment and financial statements must be drafted in euros.

The beneficiary and affiliated entities 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/inforeuro/inforeuro_en.cfm), determined over the corresponding reporting period.

The beneficiary and affiliated entities with general accounts in euros must convert costs incurred in another currency into euros in accordance with their usual accounting practices.]

I.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.

ARTICLE I.5 — PAYMENTS AND PAYMENT ARRANGEMENTS

I.5.1 Payments to be made

The Commission must make the following payments to the beneficiary:

- one payment of the balance, on the basis of the request for payment of the balance referred to in Article I.4.4.

I.5.2 Pre-financing payment[s]

Not applicable

I.5.3 Interim payment[s]

Not applicable

I.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 Article II.25, the payment of the balance takes the form of a recovery as provided for by Article II.26.

If the total amount of earlier payments is lower than the final amount of the grant determined in accordance with Article II.25, the Commission must pay the balance within 90 calendar days from when it receives the documents referred to in Article I.4.4, except if Article II.24.1 or II.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 Commission 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 Article II.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*.

I.5.5 Notification of amounts due

The Commission 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 Commission must also specify the final amount of the grant determined in accordance with Article II.25.

I.5.6 Interest on late payment

If the Commission 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 Agreement).

If the Commission suspends the time limit for payment as provided for in Article II.24.2 or if it suspends an actual payment as provided for in Article II.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 I.5.8. The Commission does not consider payable interest when determining the final amount of grant within the meaning of Article II.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.

I.5.7 Currency for payments

The Commission must make payments in euros.

I.5.8 Date of payment

Payments by the Commission are considered to have been carried out on the date when they are debited to its account.

I.5.9 Costs of payment transfers

Costs of the payment transfers are borne as follows:

- (a) 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.

I.5.10 Payments to the beneficiary

The Commission must make payments to the beneficiary.

Payments to the beneficiary discharge the Commission from its payment obligation.

ARTICLE I.6 — BANK ACCOUNT FOR PAYMENTS

All payments must be made to the beneficiary's bank account as indicated below:

Name of bank: [...]

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

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

[IBAN code: [...]]⁴

ARTICLE I.7 — DATA CONTROLLER, COMMUNICATION DETAILS OF THE PARTIES

I.7.1 Data controller

The entity acting as a data controller as provided for in Article II.7 is: [insert name].

I.7.2 Communication details of the Commission

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

European Commission
Directorate-General for European Civil Protection and Humanitarian Aid Operations
Directorate A - Emergency Management and rescEU
Rue de la Loi 86, 1000 Bruxelles (BELGIUM)
Email address: ECHO-ESI@ec.europa.eu

I.7.3 Communication details of the beneficiary

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

[Full name]

[Function]

[Name of the entity]

[Full official address]

Email address: [complete]

ARTICLE I.8 – COST ELIGIBILITY

In addition to the costs in Article II.19.2, the following costs shall be eligible for Union financial support:

Costs arising directly from the transport and logistical operations, including the operating costs of mobile medical response capacities. Such related logistical support includes, but is not limited to: local transport; transit and warehousing of the assistance and relief items; and persons covered by the action.

⁴ The BIC or SWIFT code should be used for countries which do not use the IBAN code.

To be eligible, the direct cost of the action must comply with the eligibility conditions set out in Article II.19.1.

ARTICLE I.9 — INELIGIBILITY OF VALUE ADDED TAX

By way of derogation from Article II.19.2 (h), paid value added tax (VAT) is not eligible under the Agreement

ARTICLE I.10 – FINANCIAL SUPPORT TO THIRD PARTIES

By way of derogation from Article II.19.2 (f), costs of financial support to third parties are not eligible.

ARTICLE I.11 — INELIGIBILITY OF COSTS OF STAFF OF NATIONAL ADMINISTRATIONS

By way of derogation from Article II.19.2 (a), salary costs of the personnel of national administrations are eligible only to the extent that they relate to the cost of activities, which the relevant public authority would not carry out if the project concerned were not undertaken.

ARTICLE I.12 – SPECIAL CONDITIONS FOR SUBCONTRACTING

By way of derogation from Article II.11 of the General Conditions, the entire action may be sub-contracted.

ARTICLE I.13 — SPECIAL PROVISIONS ON INDIRECT COSTS

By way of derogation from Article II.19.3, indirect costs are not eligible.

ARTICLE I.14 — SETTLEMENT OF DISPUTES WITH THE NON-EU BENEFICIARY

This provision applies where the beneficiary is legally established in a country other than a Member State of the European Union (the ‘non-EU beneficiary’).

As an exception to Article II.18.2, any of the parties (the Commission or the non-EU beneficiary) may bring before the Belgian Courts any dispute between them concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably.

Where one party has brought proceedings before the Belgian Courts, 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 before which the proceedings have already been brought.

SIGNATURES

For the beneficiary

For the Commission

[*function/forename/surname*]

[*forename/surname*]

[*signature*]

[*signature*]

Done at [*place*], [*date*]

Done at [*place*], [*date*]

In duplicate in English