

ANNEX III of the Framework Partnership Agreement



EUROPEAN COMMISSION
DIRECTORATE GENERALDIRECTORATE GENERAL
ECONOMIC AND FINANCIAL AFFAIRSECONOMIC AND FINANCIAL AFFAIRS
Policy coordination, economic forecasts and communication
Economic situation, forecasts, business and consumer surveys

ANNEX III – MODEL SPECIFIC GRANT AGREEMENT FOR AN ACTION GRANT

SPECIFIC AGREEMENT No/...

UNDER FRAMEWORK PARTNERSHIP AGREEMENT No ...

This Specific agreement ("the Specific 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 this Specific agreement by the Head of Economic Situation, Forecasts, Business and Consumer Survey Unit, Directorate-General for Economic and Financial Affairs, [forename and surname]

and

on the other part,

"the partner"

[full official name] [ACRONYM]

[official legal status or form]¹

[official registration No]²

[official address in full]

[VAT number],

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

¹ To be deleted or filled in according to the "Legal Entity" form

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

The parties referred to above

HAVE AGREED

To the Specific agreement and the following annexes:

Annex I Description of the *action*

Annex II Estimated budget

Annex III Declaration on the estimated costs

ARTICLE 1 – SUBJECT MATTER OF THE SPECIFIC AGREEMENT

The Specific agreement is concluded in the context of the partnership established between the parties. It is drawn up in accordance with the relevant terms of Framework partnership agreement No [...] signed between the Commission and the partner on *[insert the date on which the last party has signed the Framework agreement]* ("the Framework agreement").

The Commission has decided to award a grant ("specific grant for an action"), under the terms and conditions set out in the Specific agreement and the Framework agreement, for *the action* entitled **Business and Consumer surveys** for the following surveys: *[consumer]*, *[construction]*, *[industry]*, *[retail trade]*, *[services]* ("the action") in *[Country/ies]* as described in Annex I.

By signing the Specific agreement, the partner accepts the grant and agrees to implement the action in accordance with the terms and conditions of the Specific agreement and the Framework agreement, acting on its own responsibility.

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

2.1 The Specific agreement enters into force on the date on which the last party signs.

2.2 The *action* runs for **12 months** starting on of **1 May [year]**.

ARTICLE 3 – MAXIMUM AMOUNT AND FORM OF GRANT

3.1 The *maximum amount of the grant* is **[insert amount] EUR, allocated per survey as follows:**

<i>[Consumer survey [country]</i>	<i>: maximum [insert amount] EUR]</i>
<i>[Construction survey [country]</i>	<i>: maximum [insert amount] EUR]</i>
<i>[Industry survey [country]</i>	<i>: maximum [insert amount] EUR]</i>
<i>[Retail survey [country]</i>	<i>: maximum [insert amount] EUR]</i>
<i>[Services survey [country]</i>	<i>: maximum [insert amount] EUR]</i>

3.2 The grant is defined **per survey** under the action and takes the form of:

- (a) **The reimbursement of the following percentage** of the eligible costs, per survey of the action ("reimbursement of eligible costs"), which are estimated as follows:

<i>[Consumer survey</i>	: <i>[grant%]</i>	on	<i>[total estimated eligible costs EUR]</i>
<i>[Construction survey:</i>	<i>[grant%]</i>	on	<i>[total estimated eligible costs EUR]</i>
<i>[Industry survey</i>	: <i>[grant%]</i>	on	<i>[total estimated eligible costs EUR]</i>
<i>[Retail survey</i>	: <i>[grant%]</i>	on	<i>[total estimated eligible costs EUR]</i>
<i>[Services survey</i>	: <i>[grant%]</i>	on	<i>[total estimated eligible costs EUR]</i>

and which are

- (i) **1. actually incurred** ("reimbursement of actual costs") for the **following categories of administrative costs for the partner** [and the affiliated entity identified in Article 9]:

- travelling costs and subsistence allowances
- printing, translating, mailing, telephone, fax and other communication costs
- costs for materials (paper, envelopes and toners)
- fees for IT software and data
- certain other costs not covered above if they are necessary and specific to the project activities and contribute to the final result

This applies to the following surveys: *[specify the survey(s) for which the cost of the above mentioned categories of administrative costs exceeded 50% of the estimated eligible direct staff costs in Annex II]. :*

[Consumer survey]

[Construction survey]

[Industry survey]

[Retail survey]

[Services survey]

[not applicable]

- 2. actually incurred** ("reimbursement of actual costs") for the following categories of costs for the partner [and the affiliated entity identified in Article 9]:

- [costs for subcontracting]
- [costs for up-date of software/process redesign]

[not applicable]

- (ii) declared on the basis of an **amount per unit** as indicated in Annex III ("reimbursement of **unit costs**") for the following categories of costs for the partner [and the affiliated entity identified in Article 9]:

- **staff costs** based on average daily rate per pay grade
- [staff costs based on deliverables].

- (iii) reimbursement of lump sum costs: not applicable

- (iv) **1.** declared on the basis of a **flat rate** for the following **categories of administrative costs** (“reimbursement of flat-rate costs”) for the partner [and the affiliated entity identified in Article 9]:

- travelling costs and subsistence allowances
- printing, translating, mailing, telephone, fax and other communication costs
- costs for materials (paper, envelopes and toners)
- fees for IT software and data
- certain other costs not covered above if they are necessary and specific to the project activities and contribute to the final result.

These costs are declared on the basis of the following flat-rate of the related eligible *direct staff costs*, for the following survey(s) as indicated in Annex II : [*specify the survey(s) and the related flat rate determined in Annex II because the cost of the above mentioned categories of administrative costs was equal to or less than 50% of the estimated eligible direct staff costs in Annex II*]

[Consumer survey :	[flat rate %]]
[Construction survey:	[flat rate %]]
[Industry survey :	[flat rate %]]
[Retail survey :	[flat rate %]]
[Services survey :	[flat rate %]]
[not applicable]		

- 2.** for **indirect costs**, declared on the basis of a **flat rate of 7%** of the eligible *direct costs* for the related survey *excluding* the costs for *subcontracting* (“reimbursement of flat-rate costs”), for the partner [and the affiliated entity identified in Article 9]:
[not applicable]

- (v) reimbursement of costs declared on the basis of the partner'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 4 – REPORTING, REQUEST FOR PAYMENTS AND SUPPORTING DOCUMENTS

4.1 Reporting periods

There is a sole reporting period from 1st May [year] to the end of the period set out in Article 2.2.

4.2 Requests for second pre-financing payments and supporting documents

Not applicable.

4.3 Request for interim payment and supporting documents

Not applicable.

4.4 Request for payment of the balance and supporting documents

The partner 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 of the Framework agreement, containing:
 - (i) the information needed to justify the eligible costs declared or the contribution requested;
 - (ii) information on *subcontracting* as referred to in Article II.11.1(d)(ii) of the Framework agreement;

The final technical report should be accompanied by a copy of the questionnaire(s) in original language, including any written instructions given to respondents interviewed and an overview of the sample size (nominal and effective, i.e. in terms of completed interviews) over the action's duration. The questionnaires must include all harmonised questions (monthly, quarterly and semi-annual, if applicable).

- (b) a final financial statement ('final financial statement') *per survey*. The final financial statement must include a consolidated statement and a breakdown of the amounts claimed by the partner 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 II of the Specific agreement and in accordance with Annex V of the Framework agreement and detail the amounts for each of the forms of grant set out in Article 3.2 for the reporting period. It must also indicate the revenue generated by the action referred to in Article II.25.3 of the Framework agreement for the partner and its affiliated entities other non-profit organisation;
- (c) a declaration on the final reported costs, drawn up in accordance with Annex IX of the Framework agreement, stating that:
 - (i) the information provided in the request for payment of the balance is full, reliable and true;
 - (ii) the costs incurred can be considered eligible in accordance with the Framework agreement and the Specific 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 of the Framework agreement;

- (iii) all the revenues generated by the *action* referred to in Article II.25.3 of the Framework agreement have been declared for the partner and its affiliated entities other than non-profit organisations.

4.5 Currency for requests for payment and financial statements and conversion into euro

Requests for payment and financial statements must be drafted in euros. The detailed list of actually incurred costs (see art. 3.2(a)(i)) must be drawn up in local currency and in euro. Unit costs in art. 3.2(a)(ii) and flat rate in art. 3.2(a)(iv) are fixed and shall not be further converted.

The partner 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 established by the European Central Bank and published on its website:

https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.en.html, determined over the corresponding reporting period.

If no daily euro exchange rate is established by the European Central Bank 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/infoeuro/infoeuro_en.cfm, determined over the corresponding reporting period.

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

4.6 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 5 – PAYMENTS AND PAYMENT ARRANGEMENTS

5.1 Payments to be made

The Commission must make the following payments to the partner:

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

5.2 Pre-financing payment

The aim of the pre-financing is to provide the partner with a float. The pre-financing remains the property of the Union until it is cleared against interim payments or, if it is not cleared against interim payments, until the payment of the balance.

The Commission must make the **pre-financing payment of EUR** [insert amount], 40% of the total maximum amount specified in Article 3.1, to the partner within 30 calendar days from the entry into force of the Specific agreement.

5.3 Interim payments

Not applicable

5.4 Payment of the balance

The payment of the balance reimburses or covers the remaining part of the eligible costs and contributions *per survey* 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 of the Framework agreement, the payment of the balance takes the form of a recovery as provided for by Article II.26 of the Framework agreement.

If the total amount of earlier payments is lower than the final amount of the grant determined in accordance with Article II.25 of the Framework agreement, the Commission must pay the balance within 90 calendar days from when it receives the documents referred to in Article 4.4, except if Article II.24.1 or II.24.2 of the Framework agreement 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 of the Framework agreement.

The amount to be paid may, however, be offset, without the partner's consent, against any other amount owed by the partner to the Commission or to an executive agency (under the EU or Euratom budget), up to the *maximum amount of the grant*.

5.5 Notification of amounts due

The Commission must send a *formal notification* to the partner:

- (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 of the Framework agreement.

5.6 Interest on late payment

If the Commission does not pay within the time limits for payment, the partner 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 partner 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 Framework agreement and the Specific agreement).

If the Commission suspends the time limit for payment as provided for in Article II.24.2 of the Framework agreement or if it suspends payments as provided for in Article II.24.1 of the Framework agreement, 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 5.8. The Commission does not consider payable interest when determining the final amount of grant within the meaning of Article II.25 of the Framework agreement.

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 partner only if the partner requests it within two months of receiving late payment.

5.7 Currency for payments

The Commission must make payments in euros.

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.

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 partner bears the costs of transfer charged by its bank;
- (c) the party causing a repetition of a transfer bears all costs of repeated transfers.

5.10 Payments to the partner

The Commission must make payments to the partner.

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

ARTICLE 6 – BANK ACCOUNT FOR PAYMENTS

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

Name of bank: [...]

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

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

[IBAN code: [...]]³

³ BIC or SWIFT code could be used for countries which do not use the IBAN code.

ARTICLE 7 - COMMUNICATION DETAILS OF THE PARTIES

7.1 Communication details of the Commission

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

For operational aspects:

European Commission
Directorate-General Economic and Financial Affairs
Directorate A – Policy, strategy and communication
Unit A3 Economic situation, forecasts, business and consumers survey
CHAR 15/138
B-1049 Brussels
Email address: ECFIN-BCS-STATEMENTS@ec.europa.eu

For financial aspects:

European Commission
Directorate-General Economic and Financial Affairs
Head of Unit R2 Finance
LOI 102 07/020
B-1049 Brussels

7.2 Communication details of the partner

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

For operational aspects:

[Full name]
[Function]
[Name of the entity]
[Full official address]
Email address: [complete]

For financial aspects:

[Full name]
[Function]
[Name of the entity]
[Full official address]
Email address: [complete]

ARTICLE 8 – ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

In accordance with Article II.9.3 of the Framework agreement, whereby the Union acquires rights to use the results of the *action*, these results may be exploited using any of the following modes:

- (a) distribution to the public in hard copies, in electronic or digital format, on the internet including social networks as a downloadable or non-downloadable file;
- (b) communication through press information services;
- (c) inclusion in widely accessible databases or indexes, such as via ‘open access’ or ‘open data’ portals, or similar repositories, whether freely accessible or accessible only upon subscription;
- (d) Edit or re-write in another way the results of the *action*, including shortening, summarising, modifying the content, correcting technical errors in the content;
- (e) cut, insert meta-data, legends or other graphic, or word elements in the results of the *action*;
- (f) extract a part (e.g. audio or video files) of, divide into parts or compile the results of the *action*; not applicable;
- (g) prepare derivative works of the results of the *action*;
- (h) translate, the results of the *action* in:
 - [English], [French], [German]
 - [all official languages of EU]
 - [languages of candidate countries]
 - [list other languages as appropriate]]not applicable;
- (i) license or sub-license to third parties, including if there are licensed *pre-existing rights*, any of the rights or modes of exploitation set out [in point[s] [...] of Article II.9.3 of the of the Framework agreement] [and] [in point[s] [...] above].]: not applicable.

[ARTICLE 9 – ENTITIES AFFILIATED TO THE PARTNER

The following entities are considered as affiliated entities to the partner for the purpose of the Specific agreement:

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

SIGNATURES

For the partner

[*function*/ forename / surname]

[signature]

Done at [place], [date]

For the Commission

[forename /surname]

[signature]

Done at [place], [date]

In duplicate in English