EUROPEAN COMMISSION
Directorate-General for Communications Networks, Content and Technology
Media Policy
Audiovisual Industry and Media Support Programmes

GRANT AGREEMENT FOR AN ACTION WITH MULTIPLE BENEFICIARIES

UNDER Multimedia Action – “Multilingual EU affairs using European media platforms”

AGREEMENT NUMBER — LC-01727348

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 the Authorising Officer – Directorate I, Directorate-General for Communications Networks, Content and Technology.

and

on the other part,

1. ‘the coordinator’

DEUTSCHE PRESSE AGENTUR GmbH (DPA)

Private law body
Official registration No: HRB 68431
Mittelweg 38 – 20148 Hamburg - Germany
VAT number:

represented for the purposes of signature of the Agreement by

and the following other beneficiaries:

2. Agence France-Presse (AFP) — established in France

3. Agenzia ANSA – Agenzia Nazionale Stampa Associata (ANSA) — established in Italy

4. Agentia Nationala de Presa Agerpres — established in Romania

5. Hrvatska izvještajna agencija - Croatian News Agency (HINA) — established in Croatia
6. APA – Austria Presse Agentur eG — established in Austria

7. Agjensia Telegrafike Shqiptare - Albanian Telegraphic Agency (ATA) — established in Albania

8. Belgisch Perstelegraaf Agentschap NV (Agentschap BELGA) — established in Belgium

9. Bulgarska Telegrafna Agencia - Bulgarian News Agency (BTA) — established in Bulgaria

10. Agencia EFE SAU, S.M.E— established in Spain

11. Europa Press Noticias S.A. — established in Spain

12. Federalna Novinska Agencija - Federal News Agency FENA — established in Bosnia and Herzegovina

13. Makedonska Informativna Agencija - Media Information Agency (MIA) — established in North Macedonia

14. Slovenska Tiskovna Agencija D.O.O. Ljubljana (STA) — established in Slovenia

15. Javno Preduzece Novinska Agencija Tanjug — established in Serbia

16. Tlacova Agentura Slovenskej Republiky - News Agency of the Slovak Republic (TASR) — established in Slovakia

duly represented for the signature of the Agreement by the coordinator by virtue of the mandates included in Annex IV.

Unless otherwise specified, references to ‘beneficiary’ and ‘beneficiaries’ include the coordinator.

The parties referred to above

HAVE AGREED

to the Special Conditions (‘the Special Conditions’) and the following Annexes:

Annex I Description of the action
Annex II General Conditions (‘the General Conditions’)
Annex III Estimated budget of the action
Annex IV Mandates provided to the coordinator by the other beneficiaries
Annex V Model technical report (will be provided at a later stage)
Annex VI    Model financial statement (Part I: payment request, part II, financial report)

Annex VII   Model terms of reference for the certificate on the financial statements

Annex VIII  Model terms of reference for the certificate on the compliance of the cost accounting practices: not applicable

Annex IX    Model terms of reference for the operational verification report: 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.
**SPECIAL CONDITIONS**

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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 “The European Newsroom (ENR) of news agencies in Brussels”, as described in Annex I.

By signing the Agreement, the beneficiaries accept the grant and agree to implement the action, acting on their own responsibility.

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 24 months starting on 1 January 2022.

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

I.3.1 The maximum amount of the grant is EUR 1 762 000.

I.3.2 The grant takes the form of:

(a) the reimbursement of 80% of the eligible costs of the action (‘reimbursement of eligible costs’), which are estimated at EUR 2 202 500 and which are:

(i) actually incurred (‘reimbursement of actual costs’) for the direct costs for each of the beneficiaries

(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 maximum 7% of the eligible direct costs (‘reimbursement of flat-rate costs’) for the indirect costs for each of the beneficiaries, as per Annex III “Budget of the action”

(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 PAYMENT AND SUPPORTING DOCUMENTS

I.4.1 Reporting periods

The action is divided into the following reporting periods:

- Reporting period 1: from month 1 to month 8
- Reporting period 2: from month 9 to month 16
- Reporting period 3: from month 17 to the last month of the action

I.4.2 Request for second pre-financing payment and supporting documents

Not applicable

I.4.3 Requests for interim payments and supporting documents

The coordinator must submit a request for an interim payment (Annex VI-part I) within 60 calendar days following the end of the first and second reporting periods.

This request must be accompanied by the following documents:

(a) an interim report (‘interim technical report’), drawn up in accordance with Annex V, 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) an interim financial statement (‘interim financial statement’). The interim financial statement must include a consolidated statement and a breakdown of the amounts claimed by each beneficiary and its affiliated entities.

The interim 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 VI-part II. It must also detail the amounts for each of the forms of grant set out in Article I.3.2 for the reporting period concerned.

(c) a certificate on the financial statements and underlying accounts (‘certificate on the financial statements’) for each beneficiary and for each affiliated entity, if:

(i) the cumulative amount of payments the beneficiary requests as reimbursement of actual costs as referred to in Article I.3.2 (a)(i) (and for which no certificate has yet been submitted) is EUR 325 000 or more;
This certificate must be produced by an approved external auditor or, in case of public bodies, by a competent and independent public officer and drawn up in accordance with Annex VII.

The certificate must certify that the costs declared in the interim financial statement by the beneficiary concerned or its affiliated entities for the categories of costs reimbursed in accordance with Article 1.3.2(a)(i) are real, accurately recorded and eligible in accordance with the Agreement.

The coordinator must certify that the information provided in the request for interim payment is full, reliable and true.

The coordinator 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.

I.4.4 Request for payment of the balance and supporting documents

The coordinator must submit a request for payment (Annex VI-part I) 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 V, 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 each 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 VI-part II 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 each 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 each beneficiary and its affiliated entities other than non-profit organisations.
The summary financial statement must be drawn up in accordance with Annex VI-part II.

(d) a certificate on the financial statements and underlying accounts (‘certificate on the financial statements’) for each beneficiary and for each affiliated entity, if:

(i) the cumulative amount of payments the beneficiary requests as reimbursement of actual costs as referred to in Article 1.3.2(a)(i) (and for which no certificate has yet been submitted) is EUR 325 000 or more.

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

The certificate must certify that the costs declared in the final financial statement by the beneficiary concerned or its affiliated entities for the categories of costs reimbursed in accordance with Article 1.3.2(a)(i) are real, accurately recorded and eligible in accordance with the Agreement.

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

The coordinator must certify that the information provided in the request for payment of the balance is full, reliable and true.

The coordinator 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 coordinator must certify that all the revenues generated by the action referred to in Article II.25.3 have been declared for each beneficiary and the 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.

Beneficiaries 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, determined over the corresponding reporting period (available at http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html).
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/infoeuro/infoeuro_en.cfm), determined over the corresponding reporting period.

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

### 1.4.7 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 1.5 — PAYMENTS AND PAYMENT ARRANGEMENTS**

#### 1.5.1 Payments to be made

The Commission must make the following payments to the coordinator:

- one pre-financing payment;

- a first and a second interim payment, on the basis of the requests for interim payments referred to in Article 1.4.3;

- one payment of the balance, on the basis of the request for payment of the balance referred to in Article 1.4.4.

#### 1.5.2 Pre-financing payment

The aim of the pre-financing is to provide the beneficiaries 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 528 600, representing 30% of the maximum amount specified in Article 1.3.1 to the coordinator within 30 calendar days from the entry into force of the Agreement, except if Article II.24.1 applies.

#### 1.5.3 Interim payments

Interim payments reimburse or cover the eligible costs and contributions for the implementation of the *action* during the corresponding reporting periods.

The Commission must pay the coordinator the amount due as interim payment within 90 calendar days from when the Commission receives the documents referred to in Article 1.4.3, except if Article II.24.1 or II.24.2 apply.

Payment is subject to the approval of the request for interim payment and of the accompanying documents. Their approval does not imply recognition of the compliance, authenticity, completeness or correctness of their content.
The Commission calculates the amount due as interim payment as follows:

Step 1 — It applies the reimbursement rate to the eligible costs and adds the financing not linked to costs, the unit, flat-rate and lump sum contributions

Step 2 — Clearing of the pre-financing: not applicable

Step 3 — It limits the amount to 40% of the maximum amount of the grant

1.5.3.1 Step 1 — Applying the reimbursement rate to the eligible costs and adding the financing not linked to costs, the unit, flat-rate and lump sum contributions

This step is applied as follows:

(a) If, in accordance with Article 1.3.2(a), the grant takes the form of the reimbursement of eligible costs, the reimbursement rate specified in that Article is applied to the eligible costs of the action approved by the Commission for the concerned reporting period and for the corresponding categories of costs, beneficiaries and affiliated entities;

(b) If, in accordance with Article 1.3.2(b), the grant takes the form of a unit contribution, the unit contribution specified in that Article is multiplied by the actual number of units approved by the Commission for the concerned reporting period and for the corresponding beneficiaries and affiliated entities;

(c) If, in accordance with Article 1.3.2(c), the grant takes the form of a lump sum contribution, the Commission applies the lump sum specified in that Article for the corresponding beneficiaries and affiliated entities if it finds that the corresponding tasks or part of the action were implemented properly in accordance with Annex I during the concerned reporting period;

(d) If, in accordance with Article 1.3.2(d), the grant takes the form of a flat-rate contribution, the flat rate referred to in that Article is applied to the eligible costs or to the contribution approved by the Commission for the concerned reporting period and for the corresponding beneficiaries and affiliated entities;

(e) If, in accordance with Article 1.3.2(e), the grant takes the form of financing not linked to costs, the Commission applies financing not linked to costs specified in that Article for the corresponding beneficiaries and affiliated entities if it finds that [the conditions specified in Annex I are fulfilled][and][the results specified in Annex I are achieved] during the concerned reporting period.

If Article 1.3.2 provides for a combination of different forms of grant, the amounts obtained must be added.

1.5.3.2 Step 2 — Clearing the pre-financing: not applicable

1.5.3.3 Step 3 — Limiting the amount to 40% of the maximum amount of the grant

The total amount of pre-financing and interim payments must not exceed 70% of the maximum amount of the grant.
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 contribution indicated for that beneficiary, in the estimated budget in Annex III.

I.5.5 Notification of amounts due

The Commission must send a formal notification to the coordinator:

(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 beneficiaries are 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 all beneficiaries are Member States 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).

Personal data
If the Commission suspends the time limit for payment as provided for in Article II.24.2 or if it suspends an actual payments 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 1.5.8. 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 coordinator only if the coordinator requests it within two months of receiving late payment.

**1.5.7 Currency for payments**

The Commission must make payments in euros.

**1.5.8 Date of payment**

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

**1.5.9 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.

**1.5.10 Payments to the coordinator**

The Commission must make payments to the coordinator.

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

**ARTICLE I.6 — BANK ACCOUNT FOR PAYMENTS**

All payments must be made to the coordinator’s bank account as indicated below:

- **Name of bank:** [Redacted]
- **Precise denomination of the account holder:** DPA - Deutsche Presse-Agentur GmbH
- **Full account number (including bank codes):** [Redacted]
- **IBAN code:** [Redacted]
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: Directorate-General for Communications Networks, Content & Technology, Unit I.3. — Audiovisual Industry & Media Support Programmes.

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 Communications Networks, Content & Technology (CONNECT)
Directorate Media Policy – Unit I3 (Media Support Programmes)
For the attention of [Redacted]
1049 Brussels, Belgium
Email address: CNECT-MULTIMEDIA-ACTIONS@ec.europa.eu

I.7.3 Communication details of the beneficiaries

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

[Redacted]

DPA – Deutsche Presse-Agentur GmbH
Mittelweg 38 – 20148 Hamburg - Germany
Email address: [Redacted]@dpa.com

ARTICLE I.8 — EDITORIAL CHARTER

I.8.1. General provision

Beneficiaries shall be independent of any instruction, pressure or request from any EU Institution, any EU Member State or any other State or Institution in all matters concerning the editorial content that is produced under this Grant Agreement.

Definitions:
‘EU Institutions’ means all the Institutions of the European Union as defined by the Treaty.
‘Actions’ means the editorial actions that are covered by or related to this Grant Agreement.

I.8.2. Editorial content

I.8.2.1. Without prejudice to the generality of Article I.8.1, Beneficiaries undertake to provide and monitor their Actions with a view to maintaining high general standards in all respects (and in particular in respect of their content, quality and editorial integrity), meeting the needs and interests of audiences, in accordance with the requirements in Article I.8.2.2.
1.8.2.2. The requirements referred to in sub clause 1.8.2.1 are that the Actions
(a) aim at selecting, checking and disseminating information about the EU;
(b) support and reflect EU cultural diversity;
(c) contain comprehensive, authoritative and impartial coverage of news and current
affairs in the EU and throughout the world when having an EU dimension, as well as
of informed debates at regional, national and EU levels;
(d) contain background and explanatory content;
(e) contain content that explains the impact of EU policies, decisions and actions on
the lives of EU citizens and reflects the concerns of audiences;

1.8.2.3. Beneficiaries shall present an impartial account, prepared or commented by
professional reporters, of the proceedings and policies of EU Institutions and bodies.

1.8.3. Objectives of the Actions

Beneficiaries shall:

1.8.3.1. Publish on their website(s) and make available to anybody who requires it a
statement of commitment to their readers/listeners/viewers, describing their Actions,
standards and objectives;

1.8.3.2. Report in reasonable detail on the performance of the Agreement and publish on
their website(s) an account of:
(a) how they meet their published standards and objectives;
(b) the editorial standards appropriate to the Actions, the measures taken to ensure
compliance with such standards and the extent to which beneficiaries have complied
with such standards;
(c) the research and consultations undertaken during the year to ascertain the needs
and interests of the audiences of the Actions, together with a summary of the main
findings;
(d) the subject matter and handling of complaints from such audiences indicating the
proportion which was upheld.

1.8.4. Quality standards

1.8.4.1. Beneficiaries shall take all necessary measures to ensure that all content broadcast,
transmitted or published by or on behalf of or under licence from Beneficiaries as
part of the Actions:
(a) aim to address a wide range of topics;
(b) are broadcast at appropriate times, if applicable;
(c) treat controversial subjects with due accuracy and impartiality;
(d) avoid anything which could legitimately offend good taste or decency, or is
likely to encourage crime or lead to disorder, or could offend those watching or
listening;
(e) do not improperly exploit sensitivities of the audience, religious views and/or
beliefs of those belonging to a particular religion or religious denomination;
(f) do not include techniques to influence audiences without their being aware.

1.8.4.2. Beneficiaries shall:
(a) draw up and regularly review editorial guidelines, that explain their quality
standards in relation to their Actions;
(b) do all that they can to ensure that the guidelines are respected in the provision of news and content.

I.8.4.3. The editorial guidelines referred to in Article I.8.4.2 shall, in particular, take account that due impartiality and editorial independence should be preserved.

I.8.4.4. The editorial guidelines shall, in addition, indicate, to such extent as Beneficiaries consider appropriate:
(a) what due impartiality does and does not require;
(b) the ways in which due impartiality may be achieved in the editorial content being produced.

I.8.5. Research

Beneficiaries shall make appropriate arrangements to undertake research and consultations to ascertain the needs and interests of the audiences of their Actions, which they may operate within the Agreement or in collaboration with universities, businesses and others as they see fit.

I.8.6. Ethics

I.8.6.1. Beneficiaries shall not offer or give or agree to give to any person in EU institutions any gift or consideration of any kind as an inducement, or reward for doing or forbearing to do, or for having done or forborne to do, any act to obtain or execute this Agreement or any other Contract or Grant Agreement or for showing or forbearing to show favour or disfavour to any person in relation to this Agreement or any other Contract or Grant Agreement;

I.8.6.2. Any breach of this condition by Beneficiaries or by anyone employed by Beneficiaries or acting on their behalf (whether with or without their knowledge) or the commission of any offence by the Beneficiaries or by anyone employed by the Beneficiaries or acting on their behalf in relation to this Agreement might entitle the Commission, after an appropriate contradictory procedure, to recover from the Beneficiaries the amount or value of any such gift, consideration or commission.

ARTICLE I.9 — ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

I.9.1. Use of the results

In accordance with Article II.9.3 of the General Conditions, whereby the Union acquires rights to use the results of the action, these results may be exploited, but given the nature of this agreement only using the following modes:

(a) use for its own purposes: making available to the staff of the European Commission; making available to the persons and entities working for the European Commission or cooperating with it, including contractors, subcontractors whether legal or natural persons, Union institutions, agencies and bodies, Member States’ institutions; arranging, compiling, combining, retrieving; copying, reproducing in whole or in part and in unlimited number of copies; storing and archiving the results of the action in electronic form, paper or any other format;
(b) 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;
(c) communication through press information services of Union institutions;
(d) 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;
(e) edit the results of the action, including shortening and summarising, without modifying the original meaning of the results of the action;
(f) insert meta-data, legends or other graphic, visual, audio or word elements in the results of the action, without modifying the original meaning of the results of the action;
(g) extract a part of, divide into parts or compile the results of the action;
(h) adapt, prepare derivative works of the results of the action, without modifying the original meaning of the results of the action;
(i) translate, insert subtitles in, dub the results of the action in any language;
(j) 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 Article II.9.3 of the General Conditions and in points (a) to (i) above.

The beneficiaries must ensure that the Union has the rights of use specified in the General Conditions and in points (a) to (j) above for the whole duration of the intellectual property rights concerned.

Information about the copyright owner shall be inserted when the European Commission uses the result. The copyright information shall read: "© — year — name of the copyright owner. All rights reserved. Licenced to the European Union under conditions."

I.9.2. Pre-existing rights

In accordance with Article II.9.2 of the General Conditions, the beneficiaries shall warrant that the results of the action and the pre-existing materials incorporated in the results of the action are free of rights or claims from creators, including its staff and affiliated entities and third parties for any use envisaged in this agreement, and that all the necessary pre-existing rights have been obtained or licensed.

At the request of the Union, the beneficiaries must provide evidence that it has the ownership or the right to use all the pre-existing rights. The Union may request this evidence even after the end of this agreement.

I.9.3. Image rights and sound recording

In case the image or the voice of natural persons are recognisable in some of the results obtained under the performance of this agreement, the beneficiaries shall ensure that it or its affiliated entities have obtained their permissions (and, in the case of minors, the permissions of the persons holding the parental authority) for the described uses of their images and/or voices. The beneficiaries must take the necessary measures to obtain such consent in accordance with the applicable legal provisions.

Upon request of the Commission, the beneficiaries shall provide the Commission with evidence of the permissions.
I.9.4. Information on Union funding

Article II.8.1 of the General Conditions is not applicable.

**ARTICLE I.10 — OBLIGATION TO CONCLUDE AN INTERNAL COOPERATION AGREEMENT**

The beneficiaries must conclude an internal cooperation agreement including provisions on the management, operation and coordination of the beneficiaries and the implementation of the action.

**ARTICLE I.11 — INAPPLICABILITY OF THE NO-PROFIT PRINCIPLE**

In accordance with point (b) of Article II.25.3, the non-profit principle does not apply to the following beneficiary that is a non-profit organisation:

-  *Agence France-Presse (AFP).*

**ARTICLE I.12 — SPECIAL PROVISIONS ON BUDGET TRANSFERS**

As an exception to the first subparagraph of Article II.22, budget transfers between beneficiaries and between budget categories are limited to 10% of the amount of each budget category for which the transfer is intended.

**ARTICLE I.13 — FINANCIAL REPORTING “SUPPORTING DETAILS”**

In addition to the requirements of Article I.4.3.b (for interim reporting) and I.4.4.b (for final reporting), please provide for each beneficiary a detailed breakdown of costs/amounts reconciled with the actually incurred and declared costs in accordance with the structure of Annex VI. A minimum of information such as period covered, staff name, employment contract type, number of hours, monthly hourly rates, description of cost, invoice ref, supplier name, invoice date, amount etc...must be provided depending the cost category. Important discrepancies between budget and actual cost incurred must be explained in a note to the financial reporting. The Commission reserves the right to ask for further supporting documents and additional clarification if needed.

**ARTICLE I.14 — SETTLEMENT OF DISPUTES WITH NON-EU BENEFICIARIES**

This provision applies where a 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 coordinator

For the Commission

Authorising Officer

signature:

Qualified electronic signature by:

Date: 2021-11-26 12:24:40 +01:00

Done at Hamburg, on 22.M.2021

Done at Brussels, on

In one original in English