



EXECUTIVE AGENCY FOR HEALTH AND CONSUMERS

Director

MODEL SPECIFIC GRANT AGREEMENT

SPECIFIC AGREEMENT No/..
ON AN OPERATING GRANT

This specific agreement ("the agreement") is concluded between:

The Executive Agency for Health and Consumers (EAHC) (hereinafter referred to as "the Executive Agency"), acting under powers delegated by the Commission of the European Union (hereinafter referred to as "the Commission"), and represented for the purposes of the signature of this specific agreement by Mr. Luc BRIOL, Director or his duly authorised representative,

of the one part,

and

[Full official name]

[Official legal form]

[Official registration number]

[Official address in full]

[VAT number]

(hereafter referred to as "the partner"), represented for the purposes of the signature of this agreement by Mr/Mrs/Ms [name in full and function],

of the other part,

The following annexes form an integral part of the agreement:

Annex I: Annual work programme (Technical Annex)

Annex II: Partner's estimated operating budget (Financial Annex)

Article 1 – Purpose of the agreement

The 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 [number] signed between the Executive Agency and the partner on [date].

The Executive Agency has decided to award a grant, under the terms and conditions set out in this agreement and the framework agreement, which the partner hereby declares that he has taken note of and accepts, for the work programme of the partner, which corresponds to the activities and objectives specified in the partner's articles of association.

The partner accepts the grant and undertakes to do everything in his power to carry out the annual work programme as described in Annex I, in accordance with the terms and conditions of the above-mentioned framework agreement applicable to the implementation of the agreement, acting on his own responsibility.

Article 2 - Duration

[Option 1 for Article 2:

I.2.2 The period of eligibility for Union funding shall be [insert number] months from [the first day [of the month] following the date when the last party signs the agreement] (“the starting date”).]

[Option 2 for Article 2:

I.2.2 The period of eligibility for Union funding shall be [insert number] months from [insert date] (“the starting date”).]

[Option 3 for Article 3:

I.2.2 The period of eligibility for Union funding shall be [insert number] months from the latest of the following dates [insert date] / the first day [of the month] following the date when the last party signs the agreement (“the starting date”).]

Article 3 - Financing the work programme

The total costs eligible for Union funding are estimated at EUR [insert amount in figures and words] as shown in the partner's estimated operating budget in Annex II. The estimated operating budget shall be in balance and shall show all the operating costs and receipts estimated by the partner for the period in question, making a distinction between costs eligible for Union funding and those not eligible, in accordance with the definition of eligible costs in Article II.15 of the framework agreement.

The Executive Agency shall contribute a maximum of EUR [insert amount in figures and words], equivalent to [insert number]% of the estimated total eligible costs indicated above. The final amount of the grant shall be determined as specified in Article II.18 of the framework agreement, without prejudice to Article II.20 thereof.

The Union grant may not finance the entire costs of implementing the annual work programme. The amounts and sources of co-financing other than from Union funds shall be set out in the estimated budget referred to in paragraph 1.

Article 4 – Payment arrangements

4.1 Pre-financing:

Within 45 days of [the latest of the following dates:] the date when the last of the two parties signs the specific agreement [/ the starting date of the implementation of the annual work programme] [/ receipt of a financial guarantee which has been approved by the Executive Agency and amounting to EUR [insert amount in figures and words]] a pre-financing payment of EUR [insert amount in figures and words] shall be made to the partner, representing [insert figure]% of the maximum amount of the grant specified in Article 3 of the specific agreement.

4.2 Further pre-financing payments:

Pre-financing may be paid in several instalments. In that case, payment of each further instalment may not be made until at least 30% of the previous pre-financing payment has been used up [and shall be conditional on the partner producing a financial guarantee of [insert amount in figures and words] EUR which has been approved by the Executive Agency]. Where the consumption of the previous pre-financing is less than 70%, the amount of the new pre-financing payment shall be reduced by the unused amounts of the previous pre-financing.¹

Every request for payment of a further pre-financing instalment must be accompanied by the documents specified in Article II.16.2 of the framework agreement [and by [an external audit certificate] [[or, in case of public bodies,] a certificate produced by a competent and independent public officer] on the partner's financial statements and underlying accounts for the period in question. The purpose of the audit is to certify that the financial documents submitted to the Executive Agency by the partner comply with the financial provisions of the framework agreement and the specific agreement, that the costs declared are the actual costs and that all receipts have been declared].

Within 45 days after the Executive Agency receives the request for payment of a further instalment, together with the documents referred to in the previous sub-paragraph, the compliance of the implementation of the annual work programme with Annex I of the specific agreement will be assessed. Next, upon approval of the implementation, within 45 days a further pre-financing payment of EUR [insert amount in figures and words] shall be made to the partner, equivalent to [insert figure]% of the maximum amount of the grant specified in Article 3 of the specific agreement.

4.3 Payment of the balance

¹ The new pre-financing instalment shall be reduced by the amount corresponding to the difference between the 70 % threshold and the amount that was actually consumed. (Example: previous pre-financing 300 of which 100 (< 70%) was consumed; calculation: 210 (70% threshold of 300) - 100 consumed = deduction of 110 from following pre-financing instalment.)

The request for payment of the balance shall be accompanied by the documents specified in Article II.16.4 of the framework agreement and Annex III [and by [an external audit certificate] [[or, in case of public bodies,] a certificate produced by a competent and independent public officer] on the partner's financial statements and underlying accounts for the period in question. The certificate shall certify, in accordance with a methodology approved by the Executive Agency, that the costs declared by the partner in the financial statements on which the request of payment is based are real, accurately recorded and eligible and that all receipts have been declared, in accordance with the framework agreement and the specific agreement].

The Executive Agency shall have 45 days to approve or reject the activity report on the technical and financial implementation of the annual work programme or to request additional supporting documents or information under the procedure laid down in Article II.16.4. In that case, the partner shall have 20 days to submit the additional information or a new report.

A payment representing the balance of the grant determined in accordance with Article II.18 of the framework agreement shall be made to the partner within 45 days following approval by the Executive Agency of the report on the technical implementation of the annual work programme accompanying the request for payment of the balance.

The Executive Agency may suspend the period for payment in accordance with the procedure in Article II.17.2 of the framework agreement.

Article 5 – Submission of reports and other documents

The provisions relating to the submission of the reports on the technical implementation of the annual work programme, financial statements and other documents referred to in Article 4 of the specific agreement are contained in Annex III of the framework agreement.

The reports on the technical implementation of the annual work programme, financial statements and other documents referred to in Article 4 of the specific agreement must be submitted in [insert number] copies in [insert language] on the following dates:

- Interim report on the technical implementation of the annual work programme and other documents related to a request for further pre-financing as specified in Article 4.2 of the specific agreement within 2 months following a period of [insert number] months after the starting date specified in Article 2, covering the period [insert dates];
- Final report on the technical implementation of the annual work programme and other documents related to a request for payment of the balance as specified in Article 4.3 of the specific agreement within 2 months following a period of [insert number] months after the starting date specified in Article 2, covering the whole duration of the annual work programme.

[Article 6 – Other special conditions]

The following additional special conditions apply to this grant agreement:]

SIGNATURES

<p>For the partner</p> <p>Ms./ Mr. First name NAME Function</p> <p><i>Signature</i></p> <p>Done at [place], on _____</p>	<p>For the Executive Agency</p> <p>Mr. Luc BRIOL Director</p> <p><i>Signature</i></p> <p>Done at Luxembourg, on _____</p>
---	--

In [duplicate or three copies or...] in English