



Education, Audiovisual And Culture Executive Agency

Unit

SPECIFIC GRANT AGREEMENT FOR AN ACTION
CREATIVE EUROPE PROGRAMME (2014-2020)
Cinema Networks
Call for Proposals EACEA.10.2016

SPECIFIC AGREEMENT No XXXX/XXXXX..

This specific agreement (hereinafter referred to as "the Specific agreement") is concluded between:

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 the Specific agreement by Mr Harald TRETENBREIN Head of MEDIA Unit,

on the one part,

and

Company name

Company legal status or form¹

Company official registration N^{o2}

Company official address in full,

hereinafter referred to as "the beneficiary", represented for the purposes of signature of the Specific agreement by **function, forename and surname,**

on the other part.

¹ To be deleted or filled in according to the "Legal Entity" form. Delete if the beneficiary is a natural person or a public-sector body.

² To be deleted or filled in according to the "Legal Entity" form. Delete if the beneficiary is a natural person or a public-sector body. (For natural persons, also indicate the number of their identity card or, failing that, of their passport or equivalent).

The following annexes form an integral part of the Specific agreement:

Annex I Description of the action

Annex II Estimated budget of the action

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 **xxxx/xxxxx** which has been signed between the Agency and the beneficiary (hereinafter referred to as "the Framework agreement").

The Agency 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 "**Cinema Networks**" ("the action") as described in Annex I.

With the signature of the Specific agreement, the beneficiary 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 OF THE SPECIFIC AGREEMENT AND DURATION

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

2.2 The action shall run for **12 months** as of 01/01/2017 ("the starting date of the action") and shall end on 31/12/2017.

ARTICLE 3 - MAXIMUM AMOUNT AND FORM OF THE GRANT

The grant shall be of a **maximum amount of EUR 10.400,00** and shall take the form of:

(a) The reimbursement of 50% 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 following categories of costs indicated in Annex II :

- **Heading 1 – Network costs:** Costs incurred by the beneficiary for the monitoring, coordination and analysis of the network members' programming; for the dissemination of results and distribution of the financial contribution between the different member cinemas of the network; for the carrying out of common activities for the members of the network.

- **Heading 2 - Screening and Promotion of European films by the member cinemas:** the cost incurred by the member cinemas for the programming of European films, in this case a maximum amount of 50% of the rentals paid out to the rights holder

(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 total eligible direct costs ("reimbursement of flat rate costs") of Heading 1 Network costs and up to a maximum of EUR 70.000, as specified in article I.5.4 of the framework agreement, to cover the indirect costs.

(b) Unit contribution: not applicable

(c) Lump sum contribution: not applicable

(d) Flat-rate contribution: not applicable

ARTICLE 4 – ADDITIONAL PROVISIONS ON REPORTING, PAYMENTS AND PAYMENT ARRANGEMENTS

4.1 Reporting periods, payments and additional supporting documents

In addition to the provisions set out in Articles II.23 and II.24 of the Framework agreement, the following reporting and payment arrangements shall apply:

- Upon entry into force of the Specific agreement, a pre-financing payment representing 25% of the Network Costs as specified in heading 1 of the estimated budget in Annex II shall be paid to the beneficiary

Further pre-financing payment

- A second pre-financing payment representing 25% of the Network Costs as specified in heading 1 of the estimated budget in Annex II shall be paid to the beneficiary, subject to having used at least 70% of the previous pre-financing instalment paid and to the receipt of a Progress Report on the Action's Implementation. This Progress report shall cover the first half of the period set out in Article 2.2.

Payment of the balance:

- Sole reporting period from 01/01/2017 to the end of the period set out in Article 2.2: The balance shall be paid to the beneficiary, subject to the receipt of the final report as specified in Annex V of the Framework partnership agreement.

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 II") in accordance with Article II.23.2(d) of the Framework agreement and as set out in Annex VI of the Framework agreement for each grant for which the total contribution in the form of reimbursement of actual costs as referred to in Article 3(a)(i) is equal to or more than EUR 750.000.

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4.2 Time limit for payments

The time limit for the Agency to make the payment of the balance is 60 days.

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 5 – BANK ACCOUNT FOR PAYMENTS

All payments shall be made to the beneficiary's bank account, denominated in euro³, as indicated below⁴:

Name of bank: [...]

Address of branch: [...]

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

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

[IBAN code: [...]]⁵

ARTICLE 6 – ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

³ Except in the case of bank accounts in countries that do not accept euro transactions.

⁴ As shown by the account identification document issued or certified by the bank concerned.

⁵ BIC or SWIFT code applies to countries where the IBAN code does not apply.

In addition to the provisions of Article II.8.3 of the Framework agreement, the beneficiary shall warrant that the Agency and/or the European Union (hereinafter referred to as the “Union”) has the rights to:

- (a) communicate the results of the action by any other types of communication not specified in the General Conditions of the Framework agreement;
- (b) edit or re-write in another way the results of the action, including shortening, summarising, modifying the content, correcting technical errors in the content;
- (c) cut, insert meta-data, legends or other graphic, visual, audio or word elements in the results of the action;
- (d) extract a part (e.g. audio or video files) of, divide into parts or compile the results of the action;
- (e) prepare derivative works of the results of the action;
- (f) translate, insert subtitles in, dub the results of the action in:
 - all official languages of EU
- (g) authorise or sub-licence the modes of exploitation set out above to third parties.

The Agency and/or the Union shall have the rights of use specified in the General Conditions of the Framework agreement and set out above for the whole duration of the industrial or intellectual property rights concerned.

ARTICLE 7 – SPECIAL PROVISIONS ON BUDGET TRANSFERS

By way of derogation from the first subparagraph of Article II.22 of the Framework agreement, budget transfers between budget categories are limited to 10% of amount entered under an item for eligible costs of the action, specified in Article 3 of the Specific agreement and in Annex II.

ARTICLE 8 - OTHER SPECIAL CONDITIONS

8.1 Submission of reports and other documents

By way of derogation of Article II.23.2 of the Framework agreement, the reports and other documents detailed hereafter and mentioned in Article 4 must be submitted in 2 copies (1 paper and 1 electronic copy) by the following dates:

8.1.1 Progress Report

A Progress Report on the Action's implementation and specified in Annex IV of the Framework partnership agreement, covering the first half of the period of the Action as specified in Article 2, shall be submitted at the latest on **15/09/2017**.

/8.1.2 Final Report

By derogation from art. II.23.2 of the Framework partnership agreement, the Final Report, as specified in Annex V of the Framework partnership agreement and the Independent Audit Report of Factual Findings – Type II, on the costs claimed under the Action shall be submitted within 4 months following the end of the Action as specified in Article 2 and at the latest by **30/04/2018**.

All documents shall be submitted by the beneficiary within the deadlines specified above. Any extension to these deadlines shall be requested by written demand, duly motivated and presented before the initial deadline by the beneficiary. The Agency reserves its right to refuse any late request and to initiate the termination procedure mentioned in Article II.16 of the framework partnership agreement. Where accepted, the extension shall take the form of an exchange of letters between the beneficiary and the Agency.

SIGNATURES

For the beneficiary

For the Agency

[*function*/ forename / surname]

[forename /surname]

[signature]
Done at [place], [date]

[signature]
Done at Brussels, [date]

In duplicate in English