



Education, Audiovisual and Culture Executive Agency

**Creative Europe - MEDIA**

## **GRANT DECISION FOR AN ACTION**

**Decision Nr [...] of the Education, Audiovisual and Culture Executive Agency**

**on the award of a grant to support *the DEVELOPMENT OF AUDIOVISUAL CONTENT-SINGLE PROJECT* within the Creative Europe – MEDIA sub-programme**

**Title of the Action: [...]**

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"),

Having regard to the Treaty on the Functioning of the European Union;

Having regard to the Regulation (EU) No 1295/2013 of the European Parliament and of the Council of 11 December 2013 establishing the Creative Europe Programme (2014 to 2020)<sup>1</sup> and its corrigendum of 27 June 2014<sup>2</sup>;

Whereas:

- (1) Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 PE/13/2018/REV/1 (OJ L 193, 30.7.2018, p. 1–222).
- (2) Commission Implementing Decision 2013/776/EU of 19 December 2013 establishing the "Education, Audiovisual and Culture Executive Agency"<sup>3</sup> and repealing Decision 2009/336/EC of 20 April 2009<sup>4</sup> setting up the Education, Audiovisual and Culture Executive Agency for the management of Community action in the fields of education, audiovisual and

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<sup>1</sup> OJ L 347 of 20.12.2013, p.221.

<sup>2</sup> OJ L 189/260 of 27.06.2014

<sup>3</sup> OJ L 343 of 19.12.2013, p. 46

<sup>4</sup> OJ L 101 of 21.04.2009, p. 26, as amended subsequently.

culture in application of Council Regulation (EC) No 58/2003<sup>5</sup> provides that the Agency is responsible for the management of grants to be awarded under the Union programmes delegated to it, including the Creative Europe – MEDIA Sub-programme;

- (3) Commission Decision C(2018)7435 of 13 November 2018 amending Commission Decision C(2013)9189 of 18 December 2013 delegating powers to the Education, Audiovisual and Culture Executive Agency with a view to performance of tasks linked to implementation of Union Programmes in the fields of education, audiovisual and culture, comprising, in particular, implementation of appropriations entered in the general budget of the Union and the EDF allocations;
- (4) On 12.09.2019, the Agency has published the call for proposals EACEA 17/2019 Support for Development of Audiovisual Content – Single Project (the "call") in order to support the Content Development of Single Project within the framework of the Creative Europe – MEDIA Sub-programme;
- (5) This Grant Decision is adopted following a call for proposals by which applicants have been informed of the model Grant Decision of the Agency and of the General Conditions. Submission of a grant application implies acceptance of the General Conditions annexed to this Grant Decision;
- (6) The addressee of this Grant Decision presented a grant application under this call for proposals (application No [...]), wherein it declares that it has taken note of the conditions set out in the call, including the General Conditions of the model Grant Decision annexed to it, and accepts them;
- (7) The application fulfils the conditions set out in the abovementioned call for proposals and has been selected;
- (8) The Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities<sup>6</sup> and Regulation (EU, EURATOM) No 883/2013 of the European Parliament and the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF)<sup>7</sup> provide for measures for the effective protection of the Union's financial interests;
- (9) The Agency, the Commission and the European Court of Auditors may check the use made of the grant at any time during the implementation of the action and during a period of five years following the date of payment of the balance or of three years following the payment of the balance in the case the maximum amount of the grant is not more than EUR 60 000.

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<sup>5</sup> OJ L 11 of 16.01.2003, p. 1.

<sup>6</sup> OJ L 292, 15.11.1996, p. 2–5.

<sup>7</sup> OJ L 248, 18.09.2013 p. 1-22.

- (10) Whereas the Commission has taken a decision n° C(2013)9199 of 18 December 2013 authorizing the use of lump sums under the Creative Europe – MEDIA Sub-Programme.

**HAS DECIDED AS FOLLOWS:**

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## **ARTICLE 1 – PURPOSE OF THE GRANT**

A European Union grant is awarded to:

**[full official name] [ACRONYM]**

**[official legal status or form]**

**[official registration No]**

**[official address in full]**

**[VAT number],**

hereinafter referred to as “the beneficiary”,

represented for the purposes of this Grant Decision by [...]

for the action entitled [...] (“the action”) as described in Annex I, under the terms and conditions set out in the present Grant Decision, the General Conditions and the other Annexes to this Grant Decision.

The beneficiary shall implement the action, acting on its own responsibility.

## **ARTICLE 2 – ENTRY INTO FORCE AND IMPLEMENTATION PERIOD OF THE GRANT DECISION**

**2.1** The Grant Decision shall take effect on the date of its notification to the beneficiary.

**2.2** The *action* runs for [...] months starting on [...].

If the project enters into production before [...], the action ends on the date of entry into production of the project (1<sup>st</sup> day of principle photography or equivalent).

## **ARTICLE 3 – MAXIMUM AMOUNT AND FORM OF GRANT**

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

**3.2** The grant takes the form of:

- (a) Reimbursement of eligible costs: not applicable
- (b) unit contribution: not applicable
- (c) a lump sum contribution of EUR [...] (“lump sum contribution”) to cover the following categories of eligible costs:
  - **Creative Development of the project;**
  - **Production financing research and marketing of the project;**
  - **Company development staff, insurance, legal and accounting costs.**

- (d) flat-rate contribution: not applicable
- (e) Financing not linked to costs: not applicable.

## **ARTICLE 4 – REPORTING, REQUESTS FOR PAYMENTS AND SUPPORTING DOCUMENTS**

### **4.1 Reporting periods**

The *action* is divided into the following *reporting periods*:

- Reporting period 1: from month 1 to month [...]

### **4.2 Request for second pre-financing payment 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 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 3.2(a)(ii) and (iii), (b), (c) or (e));
- (b) In addition to the above mentioned documents, the beneficiary shall produce a public summary in English providing information about the results of its project. The summary must be included in the final report submitted to the Agency. The summary/report may be used by the Commission to provide information on the results of the projects. Additionally, the beneficiary may use the Creative Europe Project Results Platform, (<https://ec.europa.eu/programmes/creative-europe/projects/>) to disseminate project results and deliverables in accordance with the instructions provided therein.

In the event of non-submission of the public summary, the Agency may suspend the time limit for payment in accordance with the provisions set out in General condition n° 24.2.

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 General condition n° 27.

#### **4.5 Information on cumulative expenditure incurred**

Not applicable.

#### **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.

#### **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, or otherwise in French or in German.

### **ARTICLE 5 — PAYMENTS AND PAYMENT ARRANGEMENTS**

#### **5.1 Payments to be made**

The Agency must make the following payments to the beneficiary:

- 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 beneficiary with a float. The pre-financing remains the property of the European Union ('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 Agency must make the pre-financing payment of 70% of the maximum amount specified in Article 3.1 to the beneficiary within 30 calendar days from the notification of the Grant decision, except if General condition n° 24.1 applies.

#### **5.3 Interim payment**

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 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 General condition n° 25, the payment of the balance takes the form of a recovery as provided for by General condition n° 26.

If the total amount of earlier payments is lower than the final amount of the grant determined in accordance with General condition n° 25, the Agency must pay the balance within 60 calendar days from when it receives the documents referred to in Article 4.4, except if General condition n° 24.1 or General condition n° 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 Agency 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 General condition n° 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*.

## **5.5 Notification of amounts due**

The Agency 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 Agency must also specify the final amount of the grant determined in accordance with General condition n° 25.

## **5.6 Interest on late payment**

If the Agency 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 Grant decision).

If the Agency suspends the time limit for payment as provided for in General condition n° 24.2 or if it suspends an actual payment as provided for in General condition n° 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 5.8. The Agency does not

consider payable interest when determining the final amount of grant within the meaning of General condition n° 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.

### **5.7 Currency for payments**

The Agency must make payments in euros.

### **5.8 Date of payment**

Payments by the Agency 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 Agency and/or 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.

### **5.10 Payments to the beneficiary**

The Agency must make payments to the beneficiary.

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

## **ARTICLE 6 — BANK ACCOUNT FOR PAYMENTS**

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

Name of bank: [...]

Address of branch: [...],

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

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

IBAN code: [...]

## **ARTICLE 7 — DATA CONTROLLER, COMMUNICATION DETAILS OF THE PARTIES**

### **7.1 Data controller**

The entity acting as a data controller as provided for in General condition n° 7 is the Director of the Agency.



## **7.2 Communication details of the Agency**

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

Education, Audiovisual and Culture Executive Agency  
Mrs. Jolien Willemsens, Head of Sector Development  
Creative Europe - MEDIA Unit/B2 – Support for Development  
Office J59 03/007  
Avenue du Bourget, 1  
1049 Brussels  
BELGIUM

Email address: [EACEA-MEDIA-DEV-MONITORING@ec.europa.eu](mailto:EACEA-MEDIA-DEV-MONITORING@ec.europa.eu)

## **7.3 Communication details of the beneficiary**

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

**[Full name]**

**[Function]**

**[Name of the entity]**

**[Full official address]**

**E-mail address: [complete]**

## **ARTICLE 8 – ORDER OF PRECEDENCE AND ANNEXES**

The Annex II "General Conditions" (hereinafter referred to as the "General Conditions") and the other Annexes to the present Grant Decision form an integral part of the present Grant Decision. The terms set out in this Grant Decision shall take precedence over those in the General Conditions. The terms of the General Conditions shall take precedence over the other Annexes.

## **ARTICLE 9 — USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS) BY THE AGENCY AND/OR THE UNION**

General Condition n° 9 relating to the use of the results of the action, including industrial and intellectual property rights, by the Agency and/or the Union, shall be interpreted without prejudice to the industrial and intellectual property rights owned by the beneficiary and within the limits of the activities conferred to the Agency and/or the Union.

General Condition n° 9.2 shall not apply.

## **ARTICLE 10 — INAPPLICABILITY OF THE NO-PROFIT PRINCIPLE**

As an exception to General condition n° 25.3, the no-profit principle does not apply to the *action*.

## **ARTICLE 11 – PUBLICITY OBLIGATIONS**

For the purpose of General condition n° 8 of the grant decision, relating to the publicity and use of the relevant logo, the beneficiary shall indicate in any communication or publication about the action, including its website, that the action has received funding from the European Union. This includes a mention of the development support on onscreen credits of the final produced project when applicable. Such acknowledgment shall be worded as follows: "*with the support of Creative Europe - MEDIA Programme of the European Union*" and be accompanied by the Creative Europe - MEDIA logo and the European flag. The beneficiary shall use the logos, trademarks or items created by the Agency for these purposes and include in the publications/catalogue of the action covered by this Decision the text provided by the Agency.

The obligation to comply with the publicity provision set out in General Condition n°8 constitutes a substantial obligation. Without prejudice to the right to terminate the grant, in case of failure to fulfil this obligation, the Agency may apply a 20% reduction of the grant initially provided for.

The beneficiary undertakes to supply to the Agency one copy of all audiovisual works resulting from the development of the action on the appropriate platform.

## **ARTICLE 12 – CONDITIONS FOR CALLS FOR PROPOSALS**

The beneficiary shall ensure that the action complies with the eligibility criteria set out in the Call for Proposals EACEA 17/2019 and the guidelines throughout the execution of this grant decision. This constitutes an "obligation" within the meaning of General condition n°17.2.1, point (b) of this Grant Decision.

## **ARTICLE 13 – TECHNICAL AND FINANCIAL REPORTING – REQUESTS FOR PAYMENT AND SUPPORTING DOCUMENTS**

For the purpose of General Condition n° 25.1(d) and the approval of the proper implementation of the corresponding tasks or part of the action as described in Annex I, the beneficiary shall provide the information and documents as stated in the Annex IV.

The requested outputs will reflect the progress made since the application stage in the two main areas of activities covered by the development action: the creative development and the financing as well as marketing research.

Upon declaration regarding the outputs listed under Annex IV, the final grant will be determined as follows:

Whereas the beneficiary delivers outputs in both categories listed below ("Creative Development" and "Financing and Marketing Research"), and that the total reaches

- at least 70% of the outputs as weighted below, 100% of the grant shall be paid;
- between 50 and 69% of the outputs as weighted below, 70% of the grant shall be paid;

Under this threshold and/or if the applicant delivers outputs in only one of the two categories below (even if in full), the beneficiary is deemed to have failed to prove the proper implementation of the

corresponding tasks or part of the action, and the Agency reserves the right to terminate the Grant decision as stipulated under General Condition n° 16 and to recover the amount paid as per General condition n° 26.

OUTPUTS to be delivered (as listed under Annex IV)

	WEIGHTING (%)
<b>1. CREATIVE DEVELOPMENT</b>	
Updated creative development (treatment, script, bible, episodes outline or others)	50%
Research work undertaken and visual material	10%
Key Artistic Crew/casting involved	10%
<b>2. FINANCING AND MARKETING RESEARCH</b>	
Updated Financing and production budgets and schedules	10%
Distribution and marketing strategies described	20%

SIGNATURE

For the Agency

Jolien Willemsens

Head of Sector MEDIA Development

Authorising Officer by Sub-delegation.

Done at Brussels, on

In duplicate in English

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- Annex I Description of the action
- Annex II General Conditions (“the General Conditions”)
- Annex III Estimated budget
- Annex IV Model technical report
- Annex V Model financial statement: not applicable
- Annex VI Model terms of reference for the certificate on the financial statements: not applicable
- Annex VII Model terms of reference for the certificate on the compliance of the cost accounting practices: not applicable

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