

## Annex 9: Model Grant Agreement

### GRANT AGREEMENT NUMBER - 2020/.../TRU

This Agreement (hereinafter referred to as “the Agreement”) is concluded between the following parties:

on the one part,

The European Border and Coast Guard Agency, Plac Europejski 6, 00-844 Warsaw, Poland (hereinafter referred to as “Frontex”), represented for the purposes of signature of this Agreement by [function, forename and surname],

and

on the other part,

**[full official name]**

[official legal status or form]

[official registration No]

[official address in full]

[VAT number]

represented for the purposes of signature of this Agreement by [function, forename and surname]

The parties referred to above

HAVE AGREED

to the Special Conditions (hereinafter referred to as “the Special Conditions”) and the following Annexes:

Annex I	Description of the actions
Annex II	General Conditions (hereinafter referred to as “the General Conditions”)
Annex III	Estimated budget
Annex IV	Model final technical report
Annex V	Model financial statement
Annex VI	Request for pre-financing template
Annex VII	Request for final payment template

which form an integral part of this Agreement, 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

### ARTICLE I.1 - SUBJECT MATTER OF THE AGREEMENT

Frontex 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 actions of common interest to support the implementation of the contact learning phase of the Basic Training Programme for the European Border and Coast Guard Standing Corps Category 1 ("the actions") as described in Annex I.

By signing the Agreement, the beneficiaries accept the grant and agree to implement the actions, 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 from **xx September 2020**, but not earlier than the day of the entry into force of the Agreement ("the starting date of the action") and ends on **xx December 2020** ("the end date"). The implementation of the action cannot start before the entry into force of the Agreement.

### ARTICLE I.3 - MAXIMUM AMOUNT

**I.3.1** The total eligible cost of the action to be carried out is estimated at EUR ....., as shown in the estimated budget in Annex III, and it consists of eligible direct and indirect costs, which take the form of reimbursement on the basis of the unit cost declared by the beneficiaries multiplied by the number of actual learners trained.

**I.3.2** The grant shall be of a **maximum amount of EUR .....** (in words: .....), equivalent to **100 %** of the estimated total eligible cost indicated in paragraph 1.

**I.3.3** The final amount of Frontex's financing shall be determined as specified in the General Conditions, Part B - Financial provisions.

### ARTICLE I.4 - REPORTING - REQUEST FOR PAYMENT AND SUPPORTING DOCUMENTS

#### **I.4.1 Reporting periods, payments and additional supporting documents**

The following reporting and payment arrangements apply:

- a) Upon entry into force of the Agreement, a pre-financing payment of up to 80% of the maximum amount specified in Article I.3.2 shall be paid to the Beneficiary subject to the receipt of a request for pre-financing;
- b) The payment of the balance shall be paid to the Beneficiary subject to the receipt of:
  - Request for balance payment;
  - A final report on implementation of the action ('final technical report'), drawn up in accordance with Annex IV;
  - A final financial statement (Annex V).

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The Beneficiary must submit a request for balance payment, accompanied by the final technical report covering the whole duration of the action and by the final financial statement within **30 calendar days following the end date** of the action as set out in Article I.2.2.

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 Article II.27 of the General Conditions.

In addition, the Beneficiary must certify that all the revenues generated by the action referred to in Article II.25.3 of the General Conditions have been declared.

#### **I.4.2 Information on cumulative expenditure incurred**

Not applicable.

#### **I.4.3 Currency for requests for payment and financial statements and conversion into euro**

Requests for payment and financial statements must be drafted in euros.

Where the beneficiary keeps its general accounts in a currency other than the euro, it shall convert costs incurred in another currency into euros at the monthly accounting rate established by the Commission and published on its website ([http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/inforeuro/inforeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm)) applicable on the day when the cost was incurred<sup>1</sup>.

#### **I.4.4 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 I.5 - PAYMENTS AND PAYMENT ARRANGEMENTS**

#### **I.5.1 Payments to be made**

Frontex 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 I.4.1.

#### **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 the payment of the balance.

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<sup>1</sup> In accordance with accrual accounting standards, the date when the cost was incurred means the date of issuance of the supporting document (invoice, bill, or other equivalent document).

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Frontex must make the pre-financing payment to the Beneficiary within 30 calendar days from the date of receiving the request for pre-financing.

### **I.5.3 Interim payment[s]**

Not applicable.

### **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 of the General Conditions.

According to the Articles of the Annex II, if the total amount of earlier payments is lower than the final amount of the grant determined in accordance with Article II.25, Frontex must pay the balance within 60 calendar days from when it receives the documents referred to in Article I.4.1, 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.

Frontex determines the amount due as the balance by deducting the total amount of pre-financing payments already made from the final amount of the grant determined in accordance with Article II.25 of the General Conditions.

The amount to be paid may, however, be offset, without the beneficiary's consent, against any other amount owed by the beneficiary to Frontex, up to the maximum contribution indicated for that beneficiary, in the estimated budget in Annex III.

### **I.5.5 Notification of amounts due**

Frontex must send a *formal notification* to the Beneficiary informing it of the amount due and specifying that the notification concerns the payment of the balance.

For the payment of the balance, the Frontex must also specify the final amount of the grant determined in accordance with Article II.25 of the General Conditions.

### **I.5.6 Interest on late payment**

If Frontex 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*.

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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).

If Frontex suspends the time limit for payment as provided for in Article II.24.2 of the General Conditions or if it suspends an actual payments as provided for in Article II.24.1 of the General Conditions, 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 I.5.8. Frontex does not consider payable interest when determining the final amount of grant within the meaning of Article II.25 of the General Conditions.

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.

#### **I.5.7 Currency for payments**

Frontex must make payments in euros.

#### **I.5.8 Date of payment**

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

#### **I.5.9 Costs of payment transfers**

Costs of the payment transfers are borne as follows:

- (a) Frontex 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.

#### **I.5.10 Payments to the Beneficiary**

Frontex must make payments to the Beneficiary.

Payments to the Beneficiary discharge Frontex from its payment obligation.

#### **I.5.11 Bank account for payments**

All payments shall be made to the Beneficiary's bank account as indicated below:

Name of bank: [...]

Address of branch: [...]

Precise denomination: [...]

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

## ARTICLE I.6 - DATA CONTROLLER AND COMMUNICATION DETAILS OF THE PARTIES

### I.6.1 Data controller

The entity acting as a data controller according to Article II.7 of the General Conditions is the Head of Training Unit, Capacity Building Division, Frontex.

### I.6.2 Communication details of Frontex

Any communication addressed to Frontex shall have the reference number of this Agreement and be sent to the following address:

Frontex  
Training Unit (*Grants*)  
Plac Europejski 6  
00-844 Warsaw, Poland  
E-mail address: [TRU.EBCGSC.grants@frontex.europa.eu](mailto:TRU.EBCGSC.grants@frontex.europa.eu) and

Requests for payment and the documents accompanying them are to be scanned and sent in pdf format (attached to an email) to [invoices@frontex.europa.eu](mailto:invoices@frontex.europa.eu) with CC to [TRU.EBCGSC.grants@frontex.europa.eu](mailto:TRU.EBCGSC.grants@frontex.europa.eu)

### I.6.3 Communication details of the beneficiary

Any communication from Frontex to the beneficiary shall be sent to the address of the Beneficiary:

[Full name]  
[Function]  
[Name of the entity]  
[Full official address]  
E-mail address: ...

## SIGNATURES

For the Beneficiary

For Frontex

[signature]

[signature]

Done at

Done at Warsaw

Date:

Date:

In duplicate in English