



FRONTEX RESEARCH GRANTS PROGRAMME

Call for Proposals 2022/CFP/RIU/01

NOVEL TECHNOLOGIES FOR BORDER MANAGEMENT (OPEN THEME)

Annex 3 – Model Grant Agreement for mono-beneficiary action

GRANT AGREEMENT FOR AN ACTION

UNDER FRONTEX RESEARCH GRANTS PROGRAMME

PROCEDURE 2022/CFP/RIU/01

AGREEMENT NUMBER — [insert]

This Agreement (‘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 the Agreement by [function, forename and surname],

and

on the other part,

‘the beneficiary’

[full official name] [ACRONYM]

[official legal status or form]

[official registration No]

[official address in full]

[VAT number],

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

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
- Annex IV Model technical report
- Annex V Model financial statement
- 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
- Annex VIII Model terms of reference for the operational verification report: not applicable
- Addendum Model Data Processing Agreement

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

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 *action* entitled **[insert title of the action in bold]** as described in Annex I.

By signing the Agreement, the beneficiary accepts the grant and agrees to implement the action, acting on its own responsibility.

Article II.13.4 and point ii) of Article II.25.3(a) do not apply.

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 **[insert number in bold] months** starting on the first day of the month following the date when the last party signs the Agreement.

ARTICLE I.3 – MAXIMUM AMOUNT AND FORM OF GRANT

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

I.3.2 The grant takes the form of:

- (a) reimbursement of 90% of the eligible costs of the *action* ("reimbursement of eligible costs"), which are estimated at EUR [...] and which are:**
 - (i)* reimbursement of actual costs: not applicable
 - (ii)* reimbursement of unit costs: not applicable
 - (iii)* reimbursement of lump sum costs: not applicable
 - (iv)* reimbursement of flat-rate costs: not applicable
 - (v)* declared on the basis of a lump sum calculated in accordance with the beneficiary's usual cost accounting practices ("reimbursement of costs declared on the basis of the beneficiary's usual cost accounting practices") for the following categories of costs for the beneficiary: direct costs**
- (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 PAYMENTS AND SUPPORTING DOCUMENTS

I.4.1 Reporting periods

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

- Reporting period 1: from the day when the Agreement enters into force to the midterm date of the *action* (calendar date corresponding to half of the *action* duration as stated in I.2.2): **[insert date in bold]**.
- Reporting period 2: from the day following the midterm date of the action to the last day of the *action*.

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

Not applicable

I.4.3 Request for interim payment and supporting documents

The beneficiary must submit a request for an interim payment within 60 calendar days following the end of the first reporting period.

This request must be accompanied by the following documents:

- (a) an interim report ('interim 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 or of financing not linked to costs, of a unit or lump sum contribution, as provided for in Article I.3.2 (a)(ii) and (iii), (b),(c) or (e)); the information provided should address specifically the milestones and the corresponding means of verification as set out in Annex I.
 - (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 the 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 V. 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.

The beneficiary must certify that the information provided in the request for interim payment 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.

I.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 I.3.2(a)(ii) and (iii), (b),(c) or (e)); the information provided should address specifically the milestones and the corresponding means of verification as set out in Annex I.
 - (ii) information on subcontracting as referred to in Article II.11.1(d);
 - (iii) as Annex, the **Research Report** as specified in the Call for Proposals.
- (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 the 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 V 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 the 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 the beneficiary and its affiliated entities other than non-profit organisations.

The summary financial statement must be drawn up in accordance with Annex V.

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.

In addition, the beneficiary must certify that all the revenues generated by the *action* referred to in Article II.25.3 have been declared for the beneficiary and its 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.

The beneficiary 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* (available at <http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>), determined over the corresponding reporting period.

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.

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

I.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 I.5 — PAYMENTS AND PAYMENT ARRANGEMENTS

I.5.1 Payments to be made

Frontex must make the following payments to the beneficiary:

- one interim payment, on the basis of the request for interim payment referred to in Article I.4.3;
- one payment of the balance, on the basis of the request for payment of the balance referred to in Article I.4.4.

I.5.2 Pre-financing payments

Not applicable.

I.5.3 Interim payment

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

Frontex must pay the beneficiary the amount due as interim payment within 60 calendar days from when Frontex receives the documents referred to in Article I.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 supporting documents. Their approval does not imply recognition of the compliance, authenticity, completeness or correctness of their content.

Frontex 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 50% of the *maximum amount of the grant*

I.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 I.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 Frontex for the concerned reporting period and for the corresponding categories of costs for the beneficiary and its affiliated entities;
- (b) If, in accordance with Article I.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 Frontex for the concerned reporting period for the beneficiary and its affiliated entities;
- (c) If, in accordance with Article I.3.2(c), the grant takes the form of a lump sum contribution, Frontex applies the lump sum specified in that Article for the beneficiary and its 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 I.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 Frontex for the concerned reporting period for the beneficiary and its affiliated entities.
- (e) If, in accordance with Article I.3.2(e), the grant takes the form of financing not linked to costs, Frontex applies the financing not linked to costs specified in that Article for the beneficiary 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 I.3.2 provides for a combination of different forms of grant, the amounts obtained must be added.

I.5.3.2 Step 2 — Clearing the pre-financing

Not applicable

I.5.3.3 Step 3 — Limiting the amount to 50% of the *maximum amount of the grant*

The total amount of interim payments must not exceed 50% 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, Frontex must pay the balance within 60 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.

Frontex 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 Frontex, to the Commission or to an executive agency (under the EU or Euratom budget), up to the *maximum amount of the grant*.

I.5.5 Notification of amounts due

Frontex 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, Frontex must also specify the final amount of the grant determined in accordance with Article II.25.

I.5.6 Interest on late payment

If Frontex 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 Agreement).

If Frontex suspends the time limit for payment as provided for in Article II.24.2 or if it suspends an actual payment 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 I.5.8. Frontex 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 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.

ARTICLE I.6 — BANK ACCOUNT FOR PAYMENTS

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

Name of bank: [...]

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

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

IBAN code: [...]

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 the Head of Research and Innovation Unit in Frontex. Please refer to Article I.18 for further details.

I.7.2 Communication details of Frontex

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

Frontex
Research and Innovation Unit
Plac Europejski 6
00-844 Warsaw, Poland
E-mail address: researchgrants@frontex.europa.eu

Requests for payment and the documents accompanying them are to be scanned and sent in pdf format (attached to an email) and addressed to: invoices@frontex.europa.eu with CC to researchgrants@frontex.europa.eu.

I.7.3 Communication details of the beneficiary

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

[Full name]

[Function]

[Name of the entity]

[Full official address]

Email address: [complete]

ARTICLE I.8 — ENTITIES AFFILIATED TO THE BENEFICIARY AND INELIGIBILITY OF COSTS INCURRED BY SUCH ENTITIES

Entities affiliated to the beneficiary are not eligible for funding under this grant agreement. Therefore, as an exception to Article II.21, costs incurred by such entities are not eligible costs.

ARTICLE I.9 — ADDITIONAL PROVISIONS ON THE REIMBURSEMENT OF COSTS DECLARED ON THE BASIS OF THE BENEFICIARY'S USUAL COST ACCOUNTING PRACTICES

If, in accordance with Article I.3.2(a)(v), the grant takes the form of the reimbursement of lump sum costs declared by the beneficiary on the basis of its usual cost accounting practices, the beneficiary may ask Frontex to assess whether the cost accounting practices used by the beneficiary comply with the conditions referred to in Article II.20.3.1.

In the latter case, the beneficiary must submit a certificate on the compliance of the cost accounting practices ('certificate on the compliance of the cost accounting practices') in accordance with Article II.20.3.2.

ARTICLE I.10 — ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

In accordance with Article II.9.3, whereby Frontex acquires rights to use the results of the *action*, these results may be exploited using any of the following modes:

- (a) 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;
- (b) communication through press information services;
- (c) 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;
- (d) edit or re-write in another way the results of the action, including shortening, summarising, modifying the content, correcting technical errors in the content;
- (e) cut, insert meta-data, legends or other graphic, visual, audio or word elements, in the results of the *action*;
- (f) extract a part (e.g. audio or video files) of, divide into parts or compile the results of the *action*;
- (g) prepare derivative works of the results of the *action*;
- (h) translate the results of the action in all official languages of EU
- (i) 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 points (a) to (h) of Article II.9.3 of the General Conditions and in points (a) to (h) above.

The beneficiary must ensure that Frontex has the rights of use specified in the General Conditions and in points (a) to (i) above for the whole duration of the industrial or intellectual property rights concerned.

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

As an exception to Article II.25.3, the no-profit principle does not apply to the *action*.

ARTICLE I.12 — ELIGIBILITY OF EQUIPMENT COSTS

As an exception to Article II.19.2(c), the full cost of purchase of equipment is eligible, subject to the following conditions: if this is justified by the nature of the *action* and the context of the use of the equipment or assets.

ARTICLE I.13 — INELIGIBILITY OF VALUE ADDED TAX

As an exception to Article II.19.2(h), paid value added tax (VAT) is not eligible under the Agreement for the following activities as described in Annex I:

- (a) taxed activities or exempt activities with right of deduction; for those activities, VAT is deductible, hence ineligible;
- (b) activities engaged in as a public authority by the beneficiary where it is a State, regional or local government authority or another body governed by public law.

ARTICLE I.14 — INELIGIBILITY OF COSTS FOR THE WORK OF VOLUNTEERS

As an exception to Article II.25, the costs for the work of volunteers are not eligible costs.

ARTICLE I.15 — INELIGIBILITY OF INDIRECT COSTS

As an exception to Article II.19.3, indirect costs are not eligible costs.

ARTICLE I.16 — SUBCONTRACTING OF TASKS FORMING PART OF THE ACTION AND INELIGIBILITY OF COSTS ENTAILED BY SUBCONTRACTS

As an exception to Article II.11, The beneficiary may not subcontract tasks forming part of the *action*. Consequently, as an exception to Article II.19.2 (f), costs entailed by *subcontracts* are not eligible costs.

ARTICLE I.17 — FINANCIAL SUPPORT TO THIRD PARTIES AND INELIGIBILITY OF COSTS OF FINANCIAL SUPPORT TO THIRD PARTIES

As an exception to Article II.12, while implementing the *action*, the beneficiary may not give financial support to third parties. Consequently, as an exception to Article II.19.2 (g), costs of financial support to third parties are not eligible costs.

ARTICLE I.18 — SPECIFIC CONDITIONS AND REQUIREMENTS FOR PROCESSING PERSONAL DATA

In addition to what is stated in Articles I.7 and II.7, the parties agree that, if needed, specific conditions and requirements for processing personal data by the beneficiary in the framework of implementation of the *action* will be further stipulated between Frontex and the beneficiary through a Data Processing Agreement drawn up in accordance with the annexed Addendum.

ARTICLE I.19 — SETTLEMENT OF DISPUTES WITH THE NON-EU BENEFICIARY

This provision applies where the 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 (Frontex 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 beneficiary

[*function/forename/surname*]

[*signature*]

Done at [*place*], [*date*]

In duplicate in English

For Frontex

[*forename/surname*]

[*signature*]

Done at [*place*], [*date*]