



Education, Audiovisual and Culture Executive Agency

Creative Europe: Culture

GRANT AGREEMENT FOR AN ACTION WITH MULTIPLE BENEFICIARIES

AGREEMENT NUMBER – 2015 - 1141 / 001 - 002

COOPERATION PROJECT

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 this Agreement by Mrs Barbara GESSLER, Head of Unit,

on the one part,

and

1. KIINTEISTO OY KAAPELITALO

TALLBERGINKATU 1 C 15,
FI - 00180 HELSINKI

VAT NUMBER: FI08736506,

hereinafter referred to as “the coordinator”, represented for the purposes of signature of this Agreement by **Lauri TORHONEN**

and the following other beneficiaries:

2. ASSOCIAZIONE CULTURALE SUD-EST

3. INFORMAL EUROPEAN THEATRE MEETING AISBL

4. KOSICE - EUROPSKE HLAVNE MESTO KULTURY 2013 NO

5. LUNDS KOMMUN

6. OLIVEARTE LIMITED

7. STICHTING P60

8. THE UNIVERSITY OF THE ARTS LONDON

9. THEATRIKI ASTIKI ETAIREIA ODC

10. TRANS EUROPE HALLES

11. TRUC SPHERIQUE

12. UNIVERSITA DEGLI STUDI DELLA BASILICATA

13. VILLAGE UNDERGROUND LIMITED

duly represented by the coordinator by virtue of the mandates included in Annex IV for the signature of this Agreement, hereinafter referred to collectively as “the beneficiaries”, and individually as “beneficiary” for the purposes of this Agreement where a provision applies without distinction between the coordinator or another beneficiary,

on the other part,

HAVE AGREED

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

Annex I	Description of the action
Annex II	General Conditions (hereinafter referred to as “the General Conditions”)
Annex III	Estimated budget of the action
Annex IV	Mandates provided to the coordinator by the other beneficiaries
Annex V	Model technical report
Annex VI	Model financial statement
Annex VII	Guidance notes – Report of Factual Findings on the Final Financial Report – Type II
Annex VIII	Model terms of reference for the operational verification report: not applicable

which form an integral part of this Agreement, hereinafter referred to as “the Agreement”.

The terms set out in the Special Conditions shall take precedence over those set out in the Annexes.

The terms of Annex II “General Conditions” shall take precedence over the other Annexes.

SPECIAL CONDITIONS

ARTICLE I.1 – SUBJECT MATTER OF THE AGREEMENT

A European Union grant is awarded, 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 **CE CULT 2015 / COOP 2 / CREATIVE LENSES** ("the action") as described in Annex I.

With the signature of the Agreement, the beneficiaries accept the grant and agree to implement the action, acting on their own responsibility.

ARTICLE I.2 – ENTRY INTO FORCE OF THE AGREEMENT AND DURATION OF THE ACTION

I.2.1 The Agreement shall enter into force on the date on which the last party signs.

I.2.2 The action shall run as of **01-06-2015** ("the starting date of the action") and shall end on **30-05-2019**.

ARTICLE I.3 - MAXIMUM AMOUNT AND FORM OF THE GRANT

The grant shall be of a **maximum amount of EUR 1.964.950,00** and shall take the form of:

(a) **The reimbursement of 50,00% of the eligible costs of the action ("reimbursement of eligible costs"), which are estimated at EUR 3.929.960,52 and which are:**

(i) **actually incurred ("reimbursement of actual costs") for the categories of costs indicated in Annex III.**

(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 eligible direct costs ("reimbursement of flat rate costs") to cover the indirect costs**

(b) Unit contribution: not applicable

(c) Lump sum contribution: not applicable

(d) Flat-rate contribution: not applicable

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

I.4.1 Reporting periods, payments and additional supporting documents

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

- Upon entry into force of the Agreement, a pre-financing payment representing 40% of the maximum amount specified in Article I.3 shall be paid to the coordinator;

Further pre-financing payment:

- A second pre-financing payment of 40% of the maximum amount specified in Article I.3 shall be paid to the coordinator, subject to having used at least 70% of the previous pre-financing installment paid;

Payment of the balance

- Sole reporting period from 01-06-2015 to the end of the period set out in Article I.2.2: The balance shall be paid to the coordinator in accordance with Article II.23.2 (a) to (d) and all other accompanying documents mentioned under the section "Other supporting documents" of this article.

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) and as set out in Annex VII for a grant for which the total contribution in the form of reimbursement of actual costs as referred to in Article I.3(a)(i) is equal to or more than EUR 750.000.

In addition to the above mentioned documents, the beneficiary shall produce a public summary in English providing information about the work done and the results of the project. The summary must be included in the final report submitted to the Agency. 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 Article II.24.5 of the Grant Agreement.

I.4.2 Time limit for payments

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

I.4.3 Language of requests for payments, technical reports and financial statements

All requests for payments, technical reports and financial statements shall be submitted in English, French or German.

ARTICLE I.5 – BANK ACCOUNT FOR PAYMENTS

All payments shall be made to the coordinator's bank account, denominated in euro, as indicated below:

Name of bank: DANSKE BANK PLC

Precise denomination of the account holder: KIINTEISTO OY

Full account number (including bank codes): FI0580001871342425

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.6 shall be the person who is representing the Agency for the purposes of the signature of this Agreement.

I.6.2 Communication details of the Agency

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

Education, Audiovisual and Culture Executive Agency
Unit B1
Office BOUR 04/02
Avenue du Bourget, 1
1049 Brussels
BELGIUM
E-mail address: EACEA-CREATIVE-EUROPE-COOPERATIONPROJECTS@ec.europa.eu

I.6.3 Communication details of the beneficiaries

Any communication from the Agency to the beneficiaries shall be sent to the following address:

KIINTEISTO OY KAAPELITALO
TALLBERGINKATU 1 C 15,
FI - 00180 HELSINKI

ARTICLE I.7 – ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

In addition to the provisions of Article II.8.3, the beneficiaries shall warrant that the Agency and/or the European Union (hereinafter referred to as "the Union") has the right[s] to:

- (a) communicate the results of the action by any other types of communication not specified in the General Conditions;
- (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 and set out above for the whole duration of the industrial or intellectual property rights concerned.

ARTICLE I.8 – SPECIAL PROVISIONS ON BUDGET TRANSFERS

By way of derogation from the first subparagraph of Article II.22, budget transfers between budget categories are limited to 10% of the estimated eligible costs of the action specified in Article I.3.

ARTICLE I.9 – SETTLEMENT OF DISPUTES WITH NON EU BENEFICIARIES

By way of derogation from Article II.18.2, where a beneficiary is legally established in a country other than a Member State of the European Union (the 'non EU beneficiary'), the Agency and/or the Union and/or the non EU beneficiary may bring before the Courts of Brussels any dispute between the Agency and/or the Union and the non EU beneficiary concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably. In such case where one party (i.e. the Agency, the Union or the non EU beneficiary) has brought proceedings before the Courts of Brussels concerning the interpretation, application or validity of the Agreement, the other party may not bring a claim arising from the interpretation, application or validity of the Agreement in any other court than the Courts of Brussels already seized.

ARTICLE I.10 – OTHER SPECIAL CONDITIONS

I.10.1 – ADDITIONAL PROVISIONS ON AWARD OF CONTRACTS AND SUBCONTRACTING

In addition to the provisions set out in Article II.9 and Article II.10, where the value of a contract awarded in accordance with those Articles exceeds EUR 60.000, the beneficiaries shall, abide by the following rules:

- National rules with regard to procurement apply.
- The beneficiaries must also clearly document the tendering procedure, submit a copy of the relevant documents together with the final report at the end of the action and retain the documentation for the event of an audit.
- Costs are based on a verifiable estimate or on the basis of an offer.

Subcontracting shall concern only supporting activities. The beneficiaries remain legally and financially responsible for the project. The beneficiaries remain liable for the conception and the development of the project, the attainments of its objectives, the implementation of the action and the use of appropriate tools.

I.10.2 – SPECIAL PROVISIONS ON THE CONVERSION OF COSTS INCURRED IN ANOTHER CURRENCY INTO EURO

By way of derogation from Article II.23.4, any conversion into euro of costs incurred in other currencies shall be made by the beneficiaries at the monthly accounting rate established by the Commission and published on its website (http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/infoeuro_en.cfm) applicable on:

- for the interim report: the exchange rate of the month of the preparation of the interim financial statement for the request of the second pre-financing payment;
- for the final report: the exchange rate of the last month of the eligibility period specified in Article I.2.2.

I.10.3 – PUBLICITY

- (a) For the purpose of application of Article II.7 of the agreement, relating to the visibility of European Union funding, the beneficiaries shall use the logo and follow the instructions available at the following Internet address:
http://eacea.ec.europa.eu/about/eacea_logos_en.php

- (b) Obligations of the beneficiaries

Information requirements: In conformity with Article II.7 the beneficiaries shall inform the public, press and media of the action (internet included) by the following means (graphic logo and mention):

Visibility activities: "With the support of the Creative Europe Programme of the European Union" accompanied by the European flag

Publications: "This project has been funded with support from the European Commission. This publication [communication] reflects the views only of the author, and the Commission cannot be held responsible for any use which may be made of the information contained therein."

The translation of this phrase can be found at the following Internet address:

http://ec.europa.eu/dgs/education_culture/publ/graphics/beneficiaries_all.pdf

Where the action, or part of the action, is a publication, the mention and graphic logos shall appear on the cover or the first pages following the editor's mention.

Use of signs and posters: If the action includes events for the public, signs and posters related to this action shall be displayed. This shall include the logos mentioned under point a).

Authorisation to use the logos described in point a) implies no right of exclusive use and is limited to this agreement. If the action is co-financed, the importance given to the above-mentioned publicity must be in proportion with the level of Union financing.

- (c) The Agency shall consider this publicity obligation, foreseen in this article and in Article II.7.1, as a "substantial obligation" within the meaning of Article II.16.3.1 point c) of the Grant Agreement.

SIGNATURES

For the coordinator
Lauri TORHONEN
Function:

For the Agency
Barbara GESSLER
Head of Unit

Signature:
Done at , on .. / .. / .. .

Signature
Done at Brussels, on .. / .. / .. .