



**EUROPEAN COMMISSION**  
DIRECTORATE-GENERAL FOR EDUCATION, YOUTH, SPORT AND CULTURE

Culture and creativity  
Cultural Policy

## **GRANT AGREEMENT FOR AN ACTION WITH MULTIPLE BENEFICIARIES**

### **AGREEMENT NUMBER — EAC-2018-0142**

This Agreement ('the Agreement') is concluded between the following parties:

on the one part,

The European Union ('the Union'), represented by the European Commission ('the Commission'), represented for the purposes of signature of the Agreement by Director, Directorate-General for Education, Youth, Sport and Culture, Michel Magnier,

and

on the other part,

The consortium composed of:

1. 'the coordinator'

**Trans Europe Halles - TEH**

NGO

Registration number 802434-3769

c/o Mejeriet, Stora Södergatan 64, 222 23 Lund, Sweden

VAT number SE802434376901,

represented for the purposes of signature of the Agreement by Managing Director Mieke Renders,

and the following other beneficiaries:

2. **European Cultural Foundation - ECF** — established in **The Netherlands**
3. **Stichting Peer to Peer Alternatives** — established in **The Netherlands**
4. **Region Skåne** — established in **Sweden**
5. **City of Lund** — established in **Sweden**

6. **University of Antwerp** — established in **Belgium**
7. **Asociación Hablar en Arte** — established in **Spain**
8. **Kiinteistö Oy Kaapelitalo** — established in **Finland**
9. **Creative Industry Košice, n.o.** — established in **Slovakia**
10. **Asociația CASA PLAI** — established in **Romania**

duly represented for the signature of the Agreement by the coordinator by virtue of the mandates included in Annex IX.

Unless otherwise specified, references to ‘beneficiary’ and ‘beneficiaries’ include the coordinator.

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 of the action
- Annex IV Model technical report
- Annex V Model financial statement
- Annex VI Model terms of reference for the certificate on the financial statements
- Annex VII Model terms of reference for the certificate on the compliance of the cost accounting practices: **not applicable**
- Annex VIII List of supporting documents
- Annex IX Mandates provided to the coordinator by the other beneficiaries
- Annex X Timesheet

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.

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**ARTICLE I.1 — SUBJECT MATTER OF THE AGREEMENT**

The Commission 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 *Cultural and Creative Spaces and Cities* as described in Annex I.

By signing the Agreement, the beneficiaries accept the grant and agree to implement the *action*, 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 for 28 months starting on 1 November 2018.

**ARTICLE I.3 — MAXIMUM AMOUNT AND FORM OF THE GRANT**

**I.3.1** The *maximum amount of the grant* is EUR 1.500.000,00 (one million five hundred thousands)

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

(a) The reimbursement of 79,89% of the eligible costs of the *action* ("reimbursement of eligible costs"), which are estimated at EUR 1.877.582,00 (one million eight hundred seventy-seven thousands five hundred eighty two) and which are:

(i) actually incurred ("reimbursement of actual costs") for the beneficiary

(ii) reimbursement of unit costs: not applicable

(iii) reimbursement of lump sum costs: not applicable

(iv) reimbursement of flat-rate costs: not applicable

(v) reimbursement of costs declared on the basis of the beneficiary's usual cost accounting practices: not applicable

(b) unit contribution: not applicable

(c) lump sum contribution: not applicable

(d) A flat-rate contribution of up to 7% of the eligible direct costs of the action to cover following categories of costs: indirect costs

**ARTICLE I.4 — REPORTING — REQUESTS FOR PAYMENT****I.4.1 Reporting periods**

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

- Reporting period 1: from month 1 to month 6
- Reporting period 2: from month 6+1 to month 14
- Reporting period 3: from month 14+1 to month 28

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

The coordinator must submit a request for second pre-financing payment within 60 calendar days following the end of the first reporting period.

The request must be accompanied by the following documents:

- (a) a progress report on the implementation of the *action* ('technical report on progress');
- (b) a statement on the amount of the previous pre-financing instalment used to cover costs of the *action* ('statement on the use of the previous pre-financing instalment'). The statement must be drawn up in accordance with Annex V

#### **I.4.3 Request for interim payment and supporting documents**

The coordinator must submit a request for an interim payment within 60 calendar days following the end of second 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 unit costs and lump sums (where the grant takes the form of the reimbursement of unit or lump sum costs or of a unit or lump sum contribution, as provided for in Article I.3.2 (a)(ii) and (iii), (b) or (c));
  - (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;

- (c) a certificate on the financial statements and underlying accounts ('certificate on the financial statements') for the beneficiary, if:
  - (i) the cumulative amount of payments the beneficiary requests as reimbursement of actual costs as referred to in Article I.3.2 (a)(i) (and for which no certificate has yet been submitted) is EUR 325 000 or more; and

- (ii) the maximum grant amount indicated for the beneficiary and its affiliated entities in the estimated budget as reimbursement of actual costs is EUR 750 000 or more.

#### **I.4.4 Request for payment of the balance and supporting documents**

The coordinator 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 unit costs and lump sums (where the grant takes the form of the reimbursement of unit or lump sum costs or of a unit or lump sum contribution, as provided for in Article I.3.2(a)(ii) and (iii), (b) or (c));
  - (ii) information on subcontracting as referred to in Article II.11.1(d);
- (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 receipts referred to in Article II.25.3 for the beneficiary and its affiliated entities.

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

- (d) a certificate on the financial statements and underlying accounts ('certificate on the financial statements') for the beneficiary and for each affiliated entity, if:
  - (i) the cumulative amount of payments the beneficiary requests as reimbursement of actual costs as referred to in Article I.3.2(a)(i) (and for which no certificate has yet been submitted) is EUR 325 000 or more; and
  - (ii) the maximum grant amount indicated for the beneficiary and its affiliated entities in the estimated budget as reimbursement of actual costs is EUR 750 000 or more.

This certificate must be produced by an approved auditor or, in case of public bodies, by a competent and independent public officer and drawn up in accordance with Annex VI.

The certificate must certify that the costs declared in the final financial statement by the beneficiary or its affiliated entities for the categories of costs reimbursed in accordance with Article I.3.2(a)(i) are real, accurately recorded and eligible in accordance with the Agreement.

In addition, the certificate must certify that all the receipts referred to in Article II.25.3 have been declared.

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 receipts referred to in Article II.25.3 have been declared.

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

Not applicable

#### **I.4.6 Currency for requests for payment and financial statements**

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/inforeuro/inforeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_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**

The Commission must make the following payments to the coordinator:

- a first pre-financing payment;
- a second pre-financing payment, on the basis of the request for the second pre-financing payment referred to in Article I.4.2;
- an 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**

The aim of the pre-financing is to provide the beneficiary with a float. The pre-financing remains the property of 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 Commission must make a first pre-financing payment of EUR 300.000,00 (three hundred thousand) to the beneficiary within 30 calendar days from the entry into force of the Agreement, except if Article II.24.1 applies.

The Commission must make a second pre-financing payment of EUR 300.000,00 (three hundred thousand) to the beneficiary within 60 calendar days from when the Commission receives the request for second pre-financing payment referred to in Article I.4.2, except if Article II.24.1 or II.24.2 apply.

If the statement on the use of the previous pre-financing instalment submitted in accordance with Article I.4.2 shows that less than 70 % of the previous pre-financing instalment paid has been used to cover costs of the *action*, the amount of the new pre-financing to be paid must be reduced by the difference between the 70 % ceiling and the amount used.

### **I.5.3 Interim payment**

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

The Commission must pay the beneficiary the amount due as interim payment within 60 calendar days from when the Commission 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.

The Commission calculates the amount due as interim payment as follows:

**Step 1 — It applies the reimbursement rate to the eligible costs and adds the unit, flat-rate and lump sum contributions**

**Step 2 — Clearing of the pre-financing not applicable**

**Step 3 — It limits the amount to 20% of the *maximum amount of the grant***

**I.5.3.1 Step 1 — Applying the reimbursement rate to the eligible costs and adding 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 the Commission for the concerned reporting period and for the corresponding categories of costs, beneficiaries and 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 the Commission for the concerned reporting period and for the corresponding beneficiaries and affiliated entities;
- (c) If, in accordance with Article I.3.2(c), the grant takes the form of a lump sum contribution, the Commission applies the lump sum specified in that Article for the corresponding beneficiaries and 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 the Commission for the concerned reporting period and for the corresponding beneficiaries and affiliated entities.

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 20% of the *maximum amount of the grant***

The total amount of pre-financing and interim payments must not exceed 60 % 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 incurred by the beneficiaries 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, the Commission 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.

The Commission 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 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**

The Commission must send a *formal notification* to the coordinator:

- (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 Commission must also specify the final amount of the grant determined in accordance with Article II.25.

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

If the Commission 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*.

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 the Commission suspends the time limit for payment as provided for in Article II.24.2 or if it suspends an actual payments 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. The Commission 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 coordinator only if the coordinator requests it within two months of receiving late payment.

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

The Commission must make payments in euros.

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

Payments by the Commission 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) 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.

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

The Commission must make payments to the coordinator.

Payments to the coordinator discharge the Commission from its payment obligation.

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

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

Name of bank: Handelsbanken AB

Precise denomination of the account holder: Trans Europe Halles

Full account number (including bank codes): SE50 6000 0000 0000 4346 0879

### **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: Directorate-General for Education, Youth, Sport and Culture, Directorate D – Culture and Creativity, Unit D.1-Cultural Policy

#### **I.7.2 COMMUNICATION DETAILS OF THE COMMISSION**

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

European Commission  
Directorate-General for Education, Youth, Sport and Culture  
Directorate D – Culture and Creativity  
Mr Walter Zampieri  
Head of Unit D.1- Cultural Policy  
J70 02-232,  
1049 Brussels  
Belgium  
Email address: [EAC-CULTURAL-CREATIVE-SPACES-CITIES@ec.europa.eu](mailto:EAC-CULTURAL-CREATIVE-SPACES-CITIES@ec.europa.eu)

### **I.7.3 Communication details of the beneficiaries**

Any communication from the Commission to the beneficiaries must be sent to the following address:

Ms Mieke Renders  
Managing Director  
Trans Europe Halles  
c/o Mejeriet, Stora Södergatan 64,  
222 23 Lund  
Sweden  
Email address: [mieke@teh.net](mailto:mieke@teh.net)

## **ARTICLE 18 — ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)**

In accordance with Article II.9.3, whereby the Union 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, insert subtitles in, dub the results of the action into all official languages of the EU and the countries participating in the Creative Europe programme;

- (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 Article II.9.3 of the General Conditions

The beneficiary must ensure that the Union has the rights of use specified in the General Conditions and above for the whole duration of the industrial or intellectual property rights concerned.

**ARTICLE L9 — SPECIAL PROVISIONS ON BUDGET TRANSFERS**

As an exception to the first subparagraph of Article II.22, budget transfers between budget categories are limited to 10% of the amount of each budget category for which the transfer is intended.

**SIGNATURES**

For the coordinator

Mieke Renders  
Managing director

Done at *London*,  
at *6<sup>th</sup> July* 2018



For the Commission

Mich *[Signature]*

Done at *Brussels*, on **17. 07. 2018**

In duplicate in English