

Annex II – Draft specific grant agreement

SPECIFIC AGREEMENT No .../..

This Specific agreement ("the Specific agreement") is concluded between the following parties:

on the one part,

THE EUROPEAN FOOD SAFETY AUTHORITY, hereinafter referred to as "the Authority", established by [Regulation \(EC\) No 178/2002](#)¹ of the European Parliament and of the Council laying down the general principles and requirements of food law, establishing the European Food Safety Authority and laying down procedures in matters of food safety, as last amended, with offices on Via Carlo Magno 1/A, I-43126 Parma (Italy), represented for the purposes of signature of this Agreement by Mr Bernhard Url, Executive Director,

and

on the other part,

"the partner"

[full official name] [ACRONYM]

[official legal status or form]²

[official registration No]³

[official address in full]

[VAT number],

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

The parties referred to above

HAVE AGREED

To the Specific agreement and the following annexes:

Annex I Description of the action

Annex II Estimated budget

¹ OJ L 31 of 01.02.2002

² To be deleted or filled in according to the "Legal Entity" form

³ To be deleted or filled in according to the "Legal Entity" form

ARTICLE 1 – SUBJECT MATTER OF THE SPECIFIC AGREEMENT

The Specific agreement is concluded in the context of the partnership established between the parties. It is drawn up in accordance with the relevant terms of Framework partnership agreement No GP/EFSA/NUTRI/2017/01 signed between the Authority and the partner on [insert the date on which the last party has signed the Framework agreement] ("the Framework agreement").

The Authority has decided to award a grant ("specific grant for an action"), under the terms and conditions set out in this Specific agreement and the Framework agreement, for the action entitled "**Entrusting preparatory work for the safety assessment on Novel Foods and Traditional Foods from third countries**" ("the action") as described in Annex I.

By signing the Specific agreement, the partner accepts the grant and agrees to implement the action in accordance with the terms and conditions of the Specific agreement and the Framework agreement, acting on its own responsibility.

ARTICLE 2 – ENTRY INTO FORCE AND IMPLEMENTATION PERIOD OF THE SPECIFIC AGREEMENT

2.1 The Specific agreement enters into force on the date on which the last party signs.

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 Specific agreement][insert date].

ARTICLE 3 – MAXIMUM AMOUNT AND FORM OF GRANT

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

3.2 The grant takes the form of:

(a) [The reimbursement of [...] % of the eligible costs of the action ("reimbursement of eligible costs"), which are estimated at EUR [...] and which are:]

[Reimbursement of eligible costs: not applicable]

- (i) [actually incurred ("reimbursement of actual costs") for the following categories of costs for the partner: staff, travels, equipment, consumables, subcontracting, workshops, miscellaneous costs, in line with Annex I of the Framework agreement (Rules on eligibility of the costs);
- (ii) declared on the basis of an amount per unit ("reimbursement of unit costs") for the following categories of costs for the partner: daily subsistence allowances, in line with Annex I of the Framework agreement (Rules on eligibility of the costs);
- (iii) reimbursement of lump sum costs: **not applicable**;
- (iv) declared on the basis of a flat-rate of 10 % of the eligible direct costs ("reimbursement of flat-rate costs") for the following categories of costs for

the partner: indirect eligible costs, in line with Annex I of the Framework agreement (Rules on eligibility of the costs);

- (v) reimbursement of costs declared on the basis of the partner's usual cost accounting practices: not applicable.
- (b) unit contribution: **not applicable;**
- (c) lump sum contribution: **not applicable;**
- (d) flat-rate contribution: **not applicable;**

ARTICLE 4 – REPORTING, REQUEST FOR PAYMENTS AND SUPPORTING DOCUMENTS

4.1 Reporting periods

There is a sole reporting period covering the whole duration of this Specific agreement set out in Article 2.2;

4.2 Pre-financing

Upon entry into force of the Agreement, a pre-financing payment of up to **60 %** of the maximum amount specified in Article 3.1 shall be paid to the coordinator within 30 calendar days;

The aim of the pre-financing is to provide the beneficiaries with a float. The pre-financing remains the property of the Authority until it is cleared against interim payments or, if it is not cleared against interim payments, until the payment of the balance.

4.3 Request for interim payment and supporting documents

Not applicable

4.4 Request for payment of the balance and supporting documents

The final report and any other deliverables in accordance with Annex I, must be submitted at the end of the implementation period.

The partner must submit a request for payment of the balance within 40 calendar days following the end of the last reporting period.

If the partner still fails to submit such a request within further 20 calendar days (Art. II.23) following a written reminder sent by the Authority, the Authority may terminate the Agreement as provided for in Article II.17.3.1(c) and may reduce the grant as provided for in Article II.25.4. This request must be accompanied by the following documents:

- (a) 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 partner 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 II of the Specific agreement and in accordance with

Annex IV of the Framework agreement and detail the amounts for each of the forms of grant set out in Article 3.2 for the last reporting period;

(b) 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 partner and its affiliated entities, aggregating the financial statements already submitted previously and indicating the receipts referred to in Article II.25.3 of the Framework agreement for the partner and its affiliated entities.

The summary financial statement must be drawn up in accordance with Annex IV of the Framework agreement;

(c) a certificate on the financial statements and underlying accounts ('certificate on the financial statements')

for the partner and for each affiliated entity, if:

(i) the cumulative amount of payments the partner requests as reimbursement of actual costs as referred to in Article 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 partner and its affiliated entities in the estimated budget as reimbursement of actual costs is EUR 750 000 or more.

4.5 Information on cumulative expenditure incurred

Not applicable

4.6 Currency for requests for payment and financial statements

Requests for payment and financial statements must be drafted in euros. The partner 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 Authority and published on its website (http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm), determined over the corresponding reporting period.

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

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 the English language.

ARTICLE 5 — PAYMENTS AND PAYMENT ARRANGEMENTS

5.1 Payments to be made

The Authority must make the following payments to the partner:

- one pre-financing payment referred to in Article 4.2;
- 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 partner 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 Authority must make the pre-financing payment of EUR [insert amount] to the partner within 30 calendar days from the entry into force of the Specific agreement, except if Article II.24.1 of the Framework agreement applies.

Where payment of pre-financing is conditional on receipt of a financial guarantee, the financial guarantee shall fulfil the following conditions:

- (a) it is provided by a bank or an approved financial institution or, if requested by the partner and accepted by the Authority, by a third party;
- (b) the guarantor stands as first-call guarantor and does not require the Authority to first have recourse against the principal debtor (i.e. the partner concerned); and
- (c) it explicitly remains in force until the pre-financing is cleared against interim payments or payment of the balance by the Authority. If payment of the balance takes the form of a recovery, the financial guarantee must remain in force until three months after the debit note is notified to the partner. The Authority must release the guarantee within the following month.

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 incurred by the partner 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 of the Framework agreement, the payment of the balance takes the form of a recovery as provided for by Article II.26 of the Framework agreement.

If the total amount of earlier payments is lower than the final amount of the grant determined in accordance with Article II.25 of the Framework agreement, the Authority must pay the balance within 90 calendar days from when it receives the documents referred to in Article 4.4, except if Article II.24.1 or II.24.2 of the Framework agreement 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 Authority 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 of the Framework agreement.

The amount to be paid may, however, be offset, without the partner's consent, against any other amount owed by the partner to the Authority or to an executive agency (under the EU or Euratom budget), up to the maximum amount of the grant.

The time limit for the Authority to make the payment of the balance is 90 days. This time-limit indicates the overall period for the Authority to approve or reject final deliverable(s) and to make the payment. The Authority may suspend the period of 90 days in accordance with the procedure in articles II.24. In that case the partner shall have 30 days to submit the additional information, supporting documents.

In order to ensure swift final report approving and payment process, and in particular to ensure respect of single time limit of 90 days, both parties to this Agreement agree and commit to respect the following timelines:

Action number	Who	Area	Action	Action deadline (in calendar days)
1	Partner	Scientific	Submit report and financial statement	Delivery date : End of project
2	EFSA	Scientific	Approve report / ask for adjustments, additional information, supporting documents or a new report	max 90 days since delivery date*
		Financial	Verification of financial statement with selection of item of costs to be received and checked. Determine the final amount and process the payment.	max 90 days since delivery date*
3	Partner	Scientific	Provide additional information, supporting documents or a new report if requested by EFSA	max 30 days since receipt of EFSA request**
		Financial	Submit supporting documents to justify incurred costs for verification /provide clarifications on costs declared.	max 30 days since receipt of EFSA request**

*Use of 90 days - example: EFSA has used 60 days to analyse the statement. On day 60 EFSA sent to the partner a request for additional information, this being correction/new report/clarification/supporting documents etc. After the receipt of additional information from the partner EFSA still has 30 remaining days to approve the statement.

**Use of 30 days - example: partner received from EFSA a request for additional information and has taken 20 days out of 30 to reply to EFSA. Subsequently EFSA asked a second request for additional information. Now the partner has only 10 remaining days to reply.

5.5 Notification of amounts due

The Authority will send an e-mail to the partner:

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

5.6 Interest on late payment

If the Authority does not pay within the time limits for payment, the partner 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 partner 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 Framework agreement and the Specific agreement).

If the Authority suspends the time limit for payment as provided for in Article II.24.2 of the Framework agreement or if it suspends payments as provided for in Article II.24.1 of the Framework agreement, 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 Authority does not consider payable interest when determining the final amount of grant within the meaning of Article II.25 of the Framework agreement.

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 partner only if the partner requests it within two months of receiving late payment.

5.7 Currency for payments

The Authority must make payments in euros.

5.8 Date of payment

Payments by the Authority 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 Authority bears the costs of transfer charged by its bank;
- (b) the partner 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 partner

The Authority must make payments to the partner.

Payments to the partner discharge the Authority from its payment obligation.

ARTICLE 6 – BANK ACCOUNT FOR PAYMENTS

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

Name of bank: [...]

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

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

[IBAN code: [...]]⁴

ARTICLE 7 - COMMUNICATION DETAILS OF THE

7.1 Communication details of the Authority

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

[insert name and address details]

7.2 Communication details of the partner

Any communication from the Authority to the partner must be sent to the following address:

[Full name]

[Function]

⁴ BIC or SWIFT code could be used for countries which do not use the IBAN code.

[Name of the entity]

[Full official address]

Email address: [complete]

[ARTICLE XX – ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)]

[In accordance with Article II.9.3 of the Framework agreement, 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;] [not applicable;]

(b) [communication through press information services;] [not applicable;]

(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;] [not applicable;]

(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] [insert other as appropriate;] [not applicable;]

(e) [[cut], [insert [meta-data], [legends [or] [other graphic], [[visual], [audio] [or] [word] elements] [insert other as appropriate] [in] the results of the action;] [not applicable;]

(f) [[extract a part (e.g. audio or video files) of], [divide into parts] [or] [compile] the results of the action;] [not applicable;]

(g) [prepare derivative works of the results of the action;] [not applicable;]

(h) [[translate], [insert subtitles in], [dub] the results of the action in:

- [English], [French], [German]
- [all official languages of EU]
- [languages of candidate countries]
- [list other languages as appropriate]]

[not applicable;]

(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 point[s] [...] of Article II.9.3 of the of the Framework agreement] [and] [in point[s] [...] above].] [not applicable.]

[The partner must ensure that the Union has the rights of use specified [in Article II.9.3 of the Framework agreement] [and] [in points [...] above] [for a period of [...]] [for the whole duration of the industrial or intellectual property right[s] concerned].]

SIGNATURES

For the partner

For the Authority

[*function*/ forename / surname]

[forename /surname]

[signature]

[signature]

Done at [place], [date]

Done at [place], [date]

In duplicate in English