



## Annex III – Model specific grant agreement

### SPECIFIC AGREEMENT No .../..

#### UNDER FRAMEWORK PARTNERSHIP AGREEMENT No GP/EFSA/PRES/2021/02

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](#)<sup>1</sup> 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 coordinator"

[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 Specific agreement by [function, forename and surname]

and the following other partners:

2. [full official name] — established in [country]]
  3. [full official name] — established in [country]]
- [idem for each partner]

duly represented for the signature of the Framework agreement by the coordinator by virtue of the mandate[s] included in Annex **XX**

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<sup>1</sup> OJ L 31 of 01.02.2002

The parties referred to above

HAVE AGREED

To the Specific agreement and the following annexes:

Annex I Description of the action

## **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/PRES/2021/02** 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 the Specific agreement and the Framework agreement, for the action entitled [insert title of the action] ("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] months starting from the day after the last party signs the Specific agreement.

## **ARTICLE 3 – MAXIMUM AMOUNT AND FORM OF GRANT**

**3.1** The maximum amount of the grant is **EUR 365.000** for the provision of a full cycle of a first Cumulative Risk Assessment (CRA) / **EUR 175.000** for the provision of a CRA repetition.

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

- (a)** The reimbursement of a percentage of the eligible costs of the action ("reimbursement of eligible costs") **not applicable;**
- (b)** unit contribution: **not applicable;**
- (c)** lump sum contribution: **not applicable;**
- (d)** flat-rate contribution: **not applicable;**
- (e) Financing not linked to costs** for the activities described in Annex I of this specific agreement and subject to the achievement of results specified therein.

## **ARTICLE 4 – REPORTING & REQUESTS FOR PAYMENT**

### **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 10% - 30% of the 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 Requests for interim payment and supporting documents**

The coordinator must submit a request for an interim payment of 50% of the amount specified in Article 3.1 within 40 calendar days following the end of the interim period.

The request must be accompanied by the external scientific report (deliverable 2) and the technical report on public consultations (deliverable 4) and any other deliverables in accordance with Annex I.

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

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

The request must be accompanied by the final report (deliverable 3) and any other deliverables in accordance with Annex I.

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

Not applicable.

### **4.6 Currency for requests for payment and financial statements and conversion into euro**

Requests for payment must be drafted in euros. The beneficiaries 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/infoeuro/infoeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/infoeuro_en.cfm)), determined over the corresponding reporting period.

The beneficiaries 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 and technical reports must be submitted in English.

### **ARTICLE 5 – PAYMENTS AND PAYMENT ARRANGEMENTS**

#### **5.1 Payments to be made**

The Authority must make the following payments to the coordinator:

- one pre-financing payment referred to in Article 4.2;
- one interim payment, on the basis of the request for interim payment referred to in Article 4.3;
- 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.

#### **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 Authority must pay the partner the amount due as interim payment within 60 calendar days from when the Authority receives the documents referred to in Article 4.3, 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 interim payment and of the accompanying documents. Their approval does not imply recognition of the compliance, authenticity, completeness or correctness of their content.

In accordance with Article I.3.2(e), as the grant takes the form of financing not linked to costs, the Authority 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.

#### **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*.

Payment is subject to the approval of the request for interim payment and of the accompanying documents. Their approval does not imply recognition of the compliance, authenticity, completeness or correctness of their content.

In accordance with Article I.3.2(e), as the grant takes the form of financing not linked to costs, the Authority 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. The Authority determines the amount due as the balance by deducting the total amount of pre-financing and interim payment already made from the final amount of the grant.

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 grant amount indicated in Article 3.1.

### **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 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.

### **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 (coordinator in case of consortium).

Payments to the coordinator in case of consortium 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: [...]

## **ARTICLE 7 - COMMUNICATION DETAILS OF THE**

### **7.1 Communication details of the Authority**

Any communication addressed to the Authority related to financial aspects of the action must be sent to the following address:

Contract management – Finance Unit

EFSA

Via Carlo Magno 1/A

I – 43126 Parma

[EFSAProcurement@efsa.europa.eu](mailto:EFSAProcurement@efsa.europa.eu)

Any communication addressed to the Authority related to technical and operational aspects of the action must be sent to the following address:

Contract management – PRES Unit  
EFSA  
Via Carlo Magno 1/A  
I – 43126 Parma  
[XXXXXXX@efsa.europa.eu](mailto:XXXXXXX@efsa.europa.eu)

## 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]

[Name of the entity]

[Full official address]

Email address: [complete]

### ARTICLE 8 - INAPPLICABILITY OF THE NO-PROFIT PRINCIPLE

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

### ARTICLE 9 – CONFLICT OF INTEREST

With reference to article I.6 of the FPA, the co-ordinator shall provide individual declarations of interest for new members in the project team or for those project team members whose interests declared on the occasion of signature of the Specific Agreement have substantially changed during the implementation of the action. Updated institutional declarations of interest must also be provided when the interests declared on the occasion of signature of the Specific Agreement have substantially changed during the implementation of the action. The declarations will be screen in accordance with the EFSA's Independence policy and the Decision of the Executive Director on Competing Interest Management which can be found on the EFSA website.

### **[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**

**[function/ forename / surname]**

[signature]

Done at [place], [date]

In duplicate in English

**For the Authority**

**[forename /surname]**

[signature]

Done at [place], [date]