

**DRAFT SPECIFIC AGREEMENT No [...]****Implementing the Framework Partnership Agreement
concerning the European Topic Centre on
Biological diversity
No EEA/NSV/13/001**

This specific agreement is concluded between:

The European Environment Agency (hereinafter referred to as "the Agency"), which is represented for the purpose of the signature of this specific agreement by Prof. Jacqueline McGlade, Executive Director,

of the one part,

and

[Official name in full], established in [official address in full], which is represented for the purpose of the signature of this specific agreement by [name in full and function], or [his/her] authorised representative, the partner acting as coordinator of the consortium (the "coordinator") under framework partnership agreement No EEA/NSV/13/001 (hereinafter referred to as "the framework agreement"),

of the other part.

The following annexes form an integral part of the specific agreement:

Annex 1 – Description of the action

Annex 2 – Estimated budget of the action

ARTICLE 1 – PURPOSE

- 1.1 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 the framework agreement concluded between the Agency and the partners on [Date].
- 1.2 The Agency has decided to award a grant, under the terms and conditions set out in this specific agreement and the framework agreement, of which the partners hereby declare that they have taken note and accept, for the action entitled [Complete] ("the action").
- 1.3 The partners accept the grant and undertake, acting under their own responsibility, to do everything in their power to carry out the action as described in Annex 1, in accordance with the terms and conditions of the above-mentioned framework agreement applicable to the implementation of this specific agreement.

ARTICLE 2 – DURATION OF THE ACTION

The action shall begin on [Date] (“the starting date of the action”).

The action shall last for [Complete in figures and words] months [and may not exceed [Date]] from the starting date.

The period of implementation of the action shall determine the period of eligibility for the Agency grant.

ARTICLE 3 – FINANCING THE ACTION

3.1 The total cost of the action is estimated at EUR [Complete in figures and words], as shown in the estimated budget in Annex 2. The estimated budget shall give a detailed breakdown of the costs that are eligible for Agency funding under the terms of Article II.17 of the framework agreement, of any other costs that the action may entail, and of all receipts, so that receipts and costs balance.

3.2 The total eligible costs of the action for which the Agency grant is awarded are estimated at EUR [Complete in figures and words], as shown in the estimated budget in Annex 2.

Indirect costs are eligible for flat-rate funding of 20% of the total direct costs eligible, subject to the conditions laid down in Article II.17.3 of the framework agreement.

3.3 The Agency shall contribute the equivalent of [...] % of the estimated total eligible costs indicated in Article 3.2, to a maximum of EUR [Complete in figures and words]. The final amount of the grant shall be determined as specified in Article II.20 of the framework agreement, without prejudice to the provisions of Article II.22 thereof.

ARTICLE 4 – PAYMENT ARRANGEMENTS¹

[4.1 Pre-financing

Within 30 (thirty) calendar days of the date when the Agency signs the agreement, a pre-financing payment of EUR [Complete in figures and words] shall be made to the partners, through the coordinator, representing [...] % of the maximum amount of the grant specified in Article 3.3.]

[4.2 Second pre-financing²

The partners may request, through the coordinator, a second pre-financing provided that at least 70% of the first pre-financing payment has been used up. In the event where less than 70% of the first pre-financing has been used up, the amount of the second pre-financing payment shall be reduced by the unused amounts of the first pre-financing payment.

¹ These provisions shall be tailored according to the nature and the scope of the action.

² The payment arrangements for the grant for an action may not foresee both a second pre-financing and an interim payment. These types of payments are mutually exclusive.

The aggregate amount of the pre-financing payments shall represent 80% of the maximum amount of the grant specified in Article 3.3.

The request for payment of the second pre-financing shall be accompanied by a progress report on the action's implementation and the statement of the eligible costs actually incurred for the relevant reporting period drawn up in accordance with the provisions of Articles II.18 and II.19 of the framework agreement using the template provided in Annex IV thereof.

The Agency shall have 60 (sixty) calendar days to approve or reject the progress report and cost statements and to pay the second pre-financing, or request additional supporting documents or information. This period may be suspended by the Agency in accordance with the provisions of Article II.19.2 of the framework agreement]

[4.3 Interim payment

The request for interim payment shall be accompanied by a progress report on the action's implementation and an interim statement of the eligible costs actually incurred for the relevant reporting period, drawn up in accordance with the provisions of Articles II.18 and II.19 of the framework agreement, using the template provided in Annex IV thereof. The amount of the interim payment may not exceed [...] % of the maximum amount of the grant specified in Article 3.3.

The Agency shall have 60 (sixty) calendar days to approve or reject the progress report and interim cost statements and to make the interim payment, or request additional supporting documents or information. This period may be suspended by the Agency in accordance with the provisions of Article II.19.2 of the framework agreement.]

[4.4 Payment of the balance

Upon completion of the action, a payment representing the balance of the grant determined in accordance with Article II.20 of the framework agreement shall be made to the partners, through the coordinator.

The request for payment of the balance shall be accompanied by a final progress report and a final statement of the eligible costs actually incurred including, where relevant, corrections on costs reported for the previous reporting period, drawn up in accordance with the provisions of Articles II.18 and II.19 of the framework agreement, using the template provided in Annex IV thereof.

The Agency shall have 60 (sixty) calendar days to approve or reject the final progress report and final cost statements and to pay the balance of the grant, or to request additional supporting documents or information. This period may be suspended by the Agency in accordance with the provisions of Article II.19.2 of the framework agreement].

ARTICLE 5 – REPORTING

- 5.1 The progress reports, cost statements and any other documents referred to in Article 4 and in Article II.19 of the framework agreement shall be submitted in English, [in the format provided by the Agency], in electronic form and in one original, to the addresses specified in Article I.6.1 of the framework agreement.
- 5.2 The progress report and [interim] cost statements, covering the period from the starting date of the action to month [x] shall be submitted within 30 (thirty) calendar days of the end of the reporting period in question.
- 5.3 The final progress report covering the whole duration of the action and final cost statements shall be submitted within 60 (sixty) days of the end of the duration of the action as specified in Article 2.

ARTICLE 6 – BANK ACCOUNT

Payments shall be made to the coordinator's bank account or sub-account denominated in euro, as indicated below:

Name of the bank:
Address of the bank:
Account holder:
Account number (including bank codes):
IBAN account code³:

[ARTICLE 7 – ADDITIONAL SPECIAL CONDITIONS⁴

[The following additional special conditions apply to this specific agreement:]

7.1 Ownership and use of the results of the action

In addition to the provisions of Article II.4.3 of the framework agreement, the partners shall warrant that the Agency has the right(s) to:

[(...) communicate the results of the action by [insert other types of communication not specified in the General Conditions];]

[(...) [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];]

[(...) [cut], [insert [meta-data], [legends [or] [other graphic], [visual], [audio] [or] [word] elements] [insert other as appropriate] [in] the results of the action];]

[(...) [extract a part (e.g. audio or video files) of], [divide into parts] [or] [compile] the results of the action];]

³ BIC or SWIFT code applies to countries where the IBAN code does not apply.

⁴ This provision is optional and shall be deleted if appropriate.

[...] prepare derivative works of the results of the action;]

[...] [translate], [insert subtitles in], [dub] the results of the action in:

- [English], [French], [German]
- [all official languages of the Union]
- [languages of the Agency member countries]
- [list other languages as appropriate];]

[...] authorise or sub-licence the modes of exploitation set out in point(s) [...] above to third parties.]

[The Agency shall have the rights of use specified [in the General Conditions] [and] [in point(s) [...] above] [for a period of [...] [for the whole duration of the industrial and intellectual property right(s) concerned].]

SIGNATURES

For the Consortium,
[Company name of the coordinator]
[Forename/surname/function of the authorised representative]

For the Agency,
Prof. Jacqueline McGlade,
Executive Director

Signature: _____

Signature: _____

Done at _____, on _____

Done at Copenhagen, on _____

In duplicate in English