



SPECIFIC AGREEMENT No .../.../B200/EEA.xxxxx
ON A GRANT FOR A WORKPROGRAMME

This specific agreement is concluded between:

The **European Environment Agency** (the "Agency"), represented for the signature of this specific agreement by Prof Jacqueline McGlade, Executive Director

of the **one part**,

and

[...], established in [...], represented by [...], or his/her authorized representative, the *partner* acting as *coordinator* of the *consortium*, (the "*coordinator*") and the other *partners* identified in Article I.1.3 of the framework partnership agreement [...],

of the **other part**

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

- Annex I: Description of the work programme**
Annex II: Estimated budget for the work programme

Article 1 – Purpose of the 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* [...] signed between the *Agency* and the *consortium* on [...]

The *Agency* has decided to award a grant, under the terms and conditions set out in this *specific agreement* and the *framework agreement*, which the *consortium* hereby declares to have taken note of and accepts, for the action entitled:
.....
("the *work programme*").

The *consortium* accepts the grant and undertakes, acting on its own responsibility, to do everything in its power to carry out the *work programme* as described in Annex I, in accordance with the terms and conditions of the abovementioned *framework agreement* applicable to the implementation of this *specific agreement*.

Article 2 – Duration of the work programme

The *work programme* shall begin on **1 January 2011** ("starting date of the *work programme*").

The *work programme* shall last for 12 months from the starting date.

The period of implementation of the *work programme* shall determine the period of eligibility for the *Agency* grant.

Article 3 – Financing the action

3.1. The total cost of the *work programme* is estimated at **EUR [...]**, as shown in the estimated budget in Annex II. 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 *work programme* for which the *Agency* grant is awarded are estimated at EUR [...] as shown in the estimated budget in Annex II. 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.17.9 of the *framework agreement*.
- 3.3. The *Agency* shall contribute the equivalent of [...]% of the estimated total eligible costs indicated above, to a maximum of EUR [...]. The final amount of the grant shall be determined as specified in Article II.20 of the *framework agreement*, without prejudice to Article II.22 thereof.

Article 4 – Payment arrangements

4.1. Pre-financing

Within 45 days of the latest of the following date:

- The date when the last of the two parties signs the agreement;
- The date of the receipt of the request for pre-financing

a pre-financing payment of EUR [...] shall be made to the *consortium*, representing 40% of the maximum amount of the grant specified in Article 3.3.

4.2. Interim payment

The request for interim payment shall be accompanied by the 2nd quarterly progress report and the financial statement specified in the *framework agreement*.

The *Agency* shall have 45 days to approve or reject the 2nd quarterly progress report or to request additional supporting documents or information. In that case, the *consortium* shall have 30 days to submit the additional information requested or a new report. The amount of the interim payment shall be determined on the basis of the eligible costs actually incurred, as shown in the financial statement and approved by the *Agency*, to which shall be applied the percentage of the *Agency* grant specified in Article 3.3. In no circumstances may the interim payment exceed 30% of the maximum amount of the grant specified in Article 3.3.

The interim payment shall be made to the *consortium* within 45 days following approval by the *Agency* of the quarterly progress report accompanying the request for interim payment. The *Agency* may suspend the period for payment in accordance with the procedure in Article II.19.2 of the *framework agreement*.

4.3. Payment of the balance

The request for payment of the balance shall be accompanied by the 4th quarterly progress report (final report) and financial statement specified within the *framework agreement*. The *Agency* shall have 45 days to approve or reject the report or to request additional supporting documents or information. In that case, the *consortium* shall have 30 days to submit the additional information or a new report.

A payment representing the balance of the grant determined in accordance with Article II.20 of the *framework agreement* shall be made to the *consortium* within 45 days following approval by the *Agency* of the report accompanying the request for payment of the balance. The *Agency* may suspend the period for payment in accordance with the procedure in Article II.19.2 of the *framework agreement*.

Article 5 – Submission of reports and other documents

The quarterly progress reports, financial statements and other documents referred to in Article 4 (Payment arrangements) or the equivalent article in the *framework agreement* must be submitted in 2 copies in English on the following dates:

- 1st quarterly progress report: before [...] April 2011
- 2nd quarterly progress report: before [...] July 2011
- 3rd quarterly progress report: before [...] October 2011
- 4th quarterly progress report (final report): before [...] January 2012

Article 6 – Bank account

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

- Name of bank: [...]
- Address of branch: [...]
- Precise denomination of the account holder: [...]
- Full account number (including bank codes): [...]
- [IBAN account code: [...]

This account or sub-account must identify the payments made by the *Agency*. If the funds paid to this account or sub-account yield interest or equivalent benefits under the law of the State on whose territory the account or sub-account is opened, such interest or benefits shall, if they are generated by pre-financing payments, be recovered by the *Agency* as specified in Article II.21 of the *framework agreement*.

SIGNATURES

For the *Consortium*,
[Name and function]

For the *Agency*,
Prof. Jacqueline McGlade
Executive Director

signature: _____

signature: _____

Done at _____ on _____

Done at Copenhagen on _____

In duplicate in English.