



**ANNEX V - MODEL SPECIFIC AGREEMENT FOR AN [ACTION]GRANT**

**SPECIFIC AGREEMENT No [.../..]**

**UNDER FRAMEWORK PARTNERSHIP AGREEMENT No [...]**

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

on the one part,

European Border and Coast Guard Agency,

Plac Europejski 6, 00-844 Warsaw, Poland

(hereinafter referred to as "Frontex")

represented for the purposes of signature of the Agreement by  
.....

on the one part,

**and**

on the other part,

"the beneficiary"

**[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],**

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

## 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 [...] signed between Frontex and the partner on [insert the date on which the last party has signed the Framework agreement] ("the Framework agreement").

Frontex 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 **PROVISION OF REINTEGRATION SERVICES TO NON-EU NATIONALS RETURNING TO THEIR COUNTRIES OF ORIGIN** ("*the action*") as described in Annex I.

By signing the Specific agreement, the partner becomes the beneficiary and 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 Specific agreement is concluded for *action* which runs in the period from ("the start date") until ("the end date").

## ARTICLE 3 - MAXIMUM AMOUNT AND FORM OF GRANT

3.1 The *maximum amount of the grant* is EUR [insert amount], as shown in the estimated budget in Annex II.

3.2 The grant takes the form of:

The reimbursement of 100% of the eligible costs of the *action* ("reimbursement of eligible costs"), which are estimated at EUR [...] and which are:

- (i) actually incurred (“reimbursement of actual costs”): for the following categories of costs:
  - Reintegration Advisor Mission cost - travel costs;
  - Reintegration Advisor Mission cost - visa costs;
  
- (ii) declared on the basis of an amount of EUR per unit (“reimbursement of unit costs”) for the following categories of costs:
  - An amount of EUR 2000 per each post-return package granted to the main applicant in voluntary return;
  - An amount of EUR 1000 per each post-return package granted to the main applicant in forced return;
  - An amount of EUR 1000 per each post-return package granted to each of the family members of the main applicant in voluntary or forced return;
  - An amount of EUR 615 per each post-arrival package granted to each applicant in voluntary return that is eligible to receive it;
  - An amount of EUR 205 per each post-arrival package granted to each applicant in forced return that is eligible to receive it;
  - An amount of EUR 205 for post-arrival package handling fee;
  - An amount of EUR 900 for post-return package handling fee;
  - Reintegration Advisor Mission cost - daily rate;
  
- (iii) reimbursement of lump sum costs: not applicable;
  
- (iv) declared on the basis of a flat-rate of 7% of eligible total direct costs (“reimbursement of flat-rate costs”);
  
- (v) reimbursement of costs declared on the basis of the partner's usual cost accounting practices: not applicable;
  
- (vi) unit contribution: not applicable;
  
- (vii) lump sum contribution: not applicable;
  
- (viii) A flat-rate contribution: not applicable
  
- (ix) Financing not linked to costs: not applicable.

## ARTICLE 4 REPORTING, REQUEST FOR PAYMENTS AND SUPPORTING DOCUMENTS

### 4.1 Reporting periods

The Beneficiary reports on the performance and costs under the Specific Agreement using the reporting tool provided by Frontex.

For the *action*, the reports are provided on a monthly basis and they are accumulative, i.e. they cover the period from the start date of the implementation. The reports are provided at the latest on the 15th day after the end of each reporting period covering 60 days.

### 4.2 Request[s] for second [and] [,] [third][and][,][fourth][same for further] pre-financing payment[s] and supporting documents

Not applicable

### 4.3 Request[s] for interim payment[s] and supporting documents

Not applicable

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

The partner must submit a request for payment of the balance within 75 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*, drawn up in accordance with Annex IV of the Framework agreement, containing:
  - (i) the information needed to justify the eligible costs declared in a form of final monitoring report (where the grant takes the form of the reimbursement of costs, as provided for in Article 3.2(i)(ii) and (iv);
  - (ii) information on *subcontracting* as referred to in Article II.11.1(d)(ii) of the Framework agreement;
- (b) a final monitoring report;
- (c) a final financial statement ('final financial statement'). The final financial statement must include a consolidated statement of the amounts claimed by the partner and its affiliated entities;
- (d) a certificate on the financial statements and underlying accounts (if requested)
- (e) Reintegration Advisory Mission report (if applicable).

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 III 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.

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 Framework agreement and the Specific 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 of the Framework agreement.

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

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.

#### **4.6 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 5 – PAYMENTS AND PAYMENT ARRANGEMENTS

### 5.1 Payments to be made

Frontex must make the following payments to the beneficiary:

- one pre-financing payment, if requested by the Beneficiary and approved by Frontex as stated in Article 5.2;
- one payment of the balance, on the basis of the request for payment of the balance referred to in Article 5.4.

### 5.2 Pre-financing payment[s]

The aim of the pre-financing is to provide the beneficiary with a float. The pre-financing remains the property of Frontex until it is cleared against the payment of the balance.

Following the signature of the Agreement by the last party and its receipt by Frontex, the Beneficiary may send to Frontex a request for the pre-financing up to 80% of the cost.

Frontex shall assess the payment request and, if approved, pay within 30 days from receipt of the request for pre-financing, except if Article II.24.1 of the Framework agreement applies.

### 5.3 Interim payment[s]

Not applicable

### 5.4 Payment of the balance

The payment of the balance reimburses or covers the remaining part of the eligible costs and contributions 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, Frontex must pay the balance within 60 calendar days from when it receives the documents referred to in Article 4.2, 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.

Frontex determines the amount due as the balance by deducting the total amount of pre-financing 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 beneficiary's consent, against any other amount owed by the beneficiary to up to the *maximum amount of the grant*.

Determining the final amount to be paid is conducted according to an ED decision on ex-ante policy currently in force.

In case of grants where the majority of costs is based on unit costs and the grant amount exceeds EUR 60.000, ex-ante control includes a sample check of the number of units claimed under a specific record against supporting documents. A record is defined as an entry related to a given type of cost in the final monitoring report. The selected records will be communicated to the Beneficiary after the final confirmation of the final monitoring report.

### **5.5 Notification of amounts due**

Frontex must send a *formal notification* to the beneficiary:

- (a) informing it of the amount due; and
- (b) specifying whether the notification concerns the payment of the balance.

For the payment of the balance, Frontex 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 Frontex does not pay within the time limits for payment, the beneficiary 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 beneficiary 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 Frontex 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. Frontex 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 beneficiary only if the beneficiary requests it within two months of receiving late payment.

## **5.7 Currency for payments**

Frontex must make payments in euros.

## **5.8 Date of payment**

Payments by Frontex 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) Frontex 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.

## **5.10 Payments to the beneficiary**

Frontex must make payments to the beneficiary.

Payments to the beneficiary discharge Frontex from its payment obligation.

## **ARTICLE 6 - BANK ACCOUNT FOR PAYMENTS**

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

Name of bank: [...]

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

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

[IBAN code: [...]]<sup>1</sup>

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

### **7.1 Communication details of Frontex**

Any communication addressed to Frontex must be sent to the following address:  
European Border and Coast Guard Agency,

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<sup>1</sup> BIC or SWIFT code could be used for countries which do not use the IBAN code.



Plac Europejski 6, 00-844 Warsaw, Poland

Email address: [HoU.POST@frontex.europa.eu](mailto:HoU.POST@frontex.europa.eu)

## 7.2 Communication details of the beneficiary

Any communication from Frontex to the beneficiary must be sent to the following address:

[Full name]

[Function]

[Name of the entity]

[Full official address]

Email address: [complete]

## ARTICLE 8 - ENTITIES AFFILIATED TO THE BENEFICIARY

The following entities are considered as affiliated entities to the beneficiary for the purpose of the Specific agreement:

- [name of the entity];

[idem for further affiliated entities]

## ARTICLE 9 - 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 Frontex 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), 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, the results of the *action* in:
  - any official languages of EU
- (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 of Article II.9.3 of the of the Framework agreement.

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

## SIGNATURES

For the beneficiary

[*function*/ forename / surname]

[signature]

Done at [place], [date]

For Frontex

[forename /surname]

[signature]

Done at [place], [date]