



EUROPEAN COMMISSION
Directorate-General for Education and Culture

Culture, audiovisual policy and sport

FRAMEWORK PROGRAMME “CULTURE 2000”
FIELD OF BOOKS AND READING : LITERARY TRANSLATION PROJECTS

GRANT AGREEMENT

AGREEMENT NUMBER - «NO_REF»

«PROG_COD»-«SACT_COD»

The European Community (“the Community”), represented by the Commission of the European Communities (**“the Commission”**), itself represented by Mrs. Christine BOON-FALLEUR, Acting Director, Directorate-General for Education and Culture,

of the one part,

and

«DEMA_NOM_CONT» ,

«ADRE_RUE», **«ADRE_NUM»**

«ADRE_BUILD»

«ADRE_BOX»

«DEMA_ST_NAME» - «ADRE_COD_POS» «DEMA_ST_CITY»

(“the beneficiary”), represented for the purposes of signature of this agreement by **«RESI_NOM»**

of the other part,

hereafter referred to as “the parties to the agreement”

HAVE AGREED

the **Special Conditions** and **General Conditions** below, and the following **Annexes**:

Annex I Detail of translation costs and works to be translated

Annex II II.1 : Final Report

II.2 : Final global financial accounts

Annex III Specific clauses for the **operation**

which form an integral part of this agreement (“the agreement”).

The terms set out in the Special Conditions shall take precedence over those in the other parts of the agreement.

The terms of the General Conditions shall take precedence over those in the Annexes.

I – SPECIAL CONDITIONS

ARTICLE I.1 - PURPOSE

I.1.1 For the purpose of this Agreement, the term **operation** refers to translation projects of literary works as defined in the call for proposal published in the Official Journal C 174 of 06-07-2004.

I.1.2 The **Commission** has decided to award a grant on the terms set out in this Agreement and its annexes, for the fees of the translator(s) for translation of the literary works detailed in the Annex I to this Agreement. The Beneficiary hereby declares it has taken note of and accepts the terms set out in this Agreement (“the **operation**”). The translation of the works must be published by «DEDE_DAT_FIN_CON» at the latest.

I.1.3 The **Beneficiary** accepts the grant and undertakes to carry out **the operation** under its own responsibility. A detailed description of the **operation** is given in Annex I, which is an integral part of this Agreement.

ARTICLE I.2 – DURATION

I.2.1 The agreement shall enter into force on the date when the last of the two parties signs.

I.2.2 The action and the period of eligibility of costs shall begin on «DEDE_DAT_DEB_CON» and shall end on «DEDE_DAT_FIN_CON».

ARTICLE I.3 – FINANCING THE ACTION

I.3.1 The estimated cost for translations for which a grant has been awarded is detailed in Annex I.

I.3.2 The total grant awarded by the Commission for the translations referred to in this Agreement will be of a maximum amount of **EUR «DEDE_MNT_PRO»** .

I.3.3 The final total amount of the grant will be the sum of the final grants awarded for each work translated and published in accordance with the terms of this Agreement. The final amount of the grant will in no case be higher than **60% of the total eligible costs** incurred towards translation and publication .

I.3.4 The calculation of the final amount of the grant will be based on the eligible costs declared by the Beneficiary. The declaration of the eligible costs will be made by using solely Annex II to this Agreement. VAT is eligible to this grant if it constitutes a final charge to the Beneficiary.

ARTICLE I.4 –PAYMENT ARRANGEMENTS

The request for payment of the grant shall be accompanied by the final technical implementation report and financial statement specified in Annex II. The Commission shall have 45 days to approve or reject the documents in question or to request additional supporting documents or information under the procedure laid down in Article II.15.4. In that case the beneficiary shall have 30 days to submit the additional information or new documents requested.

A payment of the grant determined in accordance with Article II.17 shall be made to the beneficiary within 45 days following approval by the Commission of the documents accompanying the request for payment of the grant.

ARTICLE I.5 – SUBMISSION OF REPORTS AND OTHER DOCUMENTS

The report and final financial accounts referred to in Article I.4 will be submitted by the Beneficiary to the Commission at the latest two months after the end of the eligibility period referred to in Art. I.2.2, solely by using the forms in Annex II to this Agreement. Any other documents or documentation **will be rejected**.

A copy of each translated work must be sent together with the report, mentioning the name of the translator.

The proof of the payment to the translator will be attached to each individual report, Annex II. The proof of the payment may be :

- Copy of the invoice and of the bank statement related to its payment;
- Copy of the receipted invoice
- Possibly any other document accepted by the national tax authorities of the Beneficiary

The report will be rejected if these documents are not sent.

ARTICLE I.6 – BANK ACCOUNT

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

«DEST_BAN_NOM»
 «DEST_BAN_RUE», «DEST_BAN_NUM_BAT»
 «DEMA_ST_NAME» - «DEST_BAN_COD_POS» «DEST_BAN_VIL»
 Account holder: «DEST_NOM»
 Full account number (including bank codes): «DEST_NUM_COM»
 IBAN CODE : «DEST_IBAN_CD»

This account or sub-account must make it possible to identify funds paid by the Commission. If the funds paid to this account yield interest or equivalent benefits under the law of the State on whose territory the account is opened, such interest or benefits shall, if they are generated by pre-financing payments, be recovered by the Commission as specified in Article II.16.4.

ARTICLE I.7 –GENERAL ADMINISTRATIVE PROVISIONS

Any communication in connection with this agreement shall be in writing, indicating the number of the agreement, and shall be sent to the following addresses:

For the Commission:

European Commission
 Directorate-General for Education and Culture
 Unit «DEFU_UNOP»
 Office : «CHEF_UNOP_BAT», «CHEF_UNOP_ETA»/«CHEF_UNOP_BUR»
 B - 1049 Bruxelles

For the beneficiary:

«DEMA_NOM_CONT»
 «ADRE_RUE», «ADRE_NUM»
 «ADRE_BUILD»
 «ADRE_BOX»
 «DEMA_ST_NAME» - «ADRE_COD_POS» «DEMA_ST_CITY»

ARTICLE I.8 – LAW APPLICABLE AND COMPETENT COURT

This agreement is governed by the law of Belgium.

Any dispute between the parties arising from the interpretation or application of the provisions of the agreement which cannot be settled amicably shall be brought before the Court of Justice of the European Communities.

ARTICLE I.9 – SPECIFIC TERMS AND CONDITIONS APPLYING TO THE OPERATION

I.9.1 Changes to the bank references mentioned in Article I.4.2 will only be accepted in highly exceptional circumstances and on the basis of a duly justified request. Should the change be accepted, payment of the grant will be effected within 90 days;

I.9.2 No reimbursement of travel expenses or subsistence allowances will be made either to Commission representatives or personnel from Technical Assistance Offices to the Commission with regard to this Agreement;

I.9.3 Any request for amendment, duly justified, must be received by the Commission at the latest **60 days before the end of the eligibility period referred to in Art. I.2.2.**

I.9.4 The following persons are empowered to supervise the performance of this Agreement :

- for the Commission : «GEST_NOM»
- for the Beneficiary : «REPR_NOM» «REPR_PRE»

ARTICLE I.10 – DATA PROTECTION

All personal data contained in the agreement shall be processed in accordance with Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Such data shall be processed solely in connection with the implementation and follow-up of the agreement by body responsible for checking data, without prejudice to the possibility of passing the data to the bodies responsible for inspection and audit in accordance with Community legislation.

Beneficiaries may, on written request, gain access to their personal data and correct any information that is inaccurate or incomplete. They should address any questions regarding the processing of their personal data to body responsible for checking data. Beneficiaries may lodge a complaint against the processing of their personal data with the European Data Protection Supervisor at any time.

II – GENERAL CONDITIONS

PART A: LEGAL AND ADMINISTRATIVE PROVISIONS

ARTICLE II.1 – LIABILITY

II.1.1 The beneficiary shall have sole responsibility for complying with any legal obligations incumbent on him.

II.1.2 The Commission shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to any damage caused during the action's execution. Consequently, the Commission will not entertain any request for indemnity or reimbursement accompanying any such claim.

II.1.3 Except in cases of *force majeure*, the beneficiary shall make good any damage sustained by the Commission as a result of the execution or faulty execution of the action.

II.1.4 The beneficiary shall bear sole liability *vis-à-vis* third parties, including for damage of any kind sustained by them while the action is being carried out.

ARTICLE II.2 – CONFLICT OF INTERESTS

The beneficiary shall take every necessary precaution to avoid any risk of a conflict of interests and shall inform the Commission without delay of any situation constituting or likely to lead to a conflict of interests. A conflict of interests may arise in particular from economic interests, political or national affinities, family or emotional ties, or any other common interests that are liable to influence the impartial and objective performance of the agreement.

The Commission reserves the right to check that the measures taken are appropriate and may demand additional measures if necessary.

ARTICLE II.3 - OWNERSHIP/USE OF THE RESULTS

II.3.1 Unless stipulated otherwise in this agreement, ownership of the results of the action, including industrial and intellectual property rights, and of the reports and other documents relating to it shall be vested in the beneficiary.

II.3.2 Without prejudice to paragraph 1, the beneficiary grants the Commission the right to make free use of the results of the action as it deems fit, provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights.

ARTICLE II.4 – CONFIDENTIALITY

The Commission and the beneficiary undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the action.

ARTICLE II.5 – PUBLICITY

II.5.1 Unless the Commission requests otherwise, any communication or publication by the beneficiary about the action, including at a conference or seminar, shall indicate that the action has received funding from the Community (cf Annex III).

Any communication or publication by the beneficiary, in any form and medium, shall indicate that sole responsibility lies with the author and that the Commission is not responsible for any use that may be made of the information contained therein.

II.5.2 The beneficiary authorises the Commission to publish the following information in any form and medium, including via the Internet:

- the beneficiary's name and the address,
- the subject and purpose of the grant,
- the amount granted and the proportion of the action's total cost covered by the funding.

Upon a reasoned and duly substantiated request by the beneficiary, the Commission may agree to forgo such publicity if disclosure of the information indicated above would risk compromising the beneficiary's security or prejudicing his commercial interests.

ARTICLE II.6 – EVALUATION

Whenever the Commission carries out an interim or final evaluation of the action's impact measured against the objectives of the Community programme concerned, the beneficiary undertakes to make available to the Commission and/or persons authorised by it all such documents or information as will allow the evaluation to be successfully completed and to give them the rights of access specified in Article II.19.

ARTICLE II.7 – SUSPENSION

II.7.1 The beneficiary may suspend implementation of the action if circumstances make this impossible or excessively difficult, notably in the event of *force majeure*. He shall inform the Commission without delay, giving all the necessary reasons and details and the foreseeable date of resumption.

II.7.2 If the Commission does not terminate the agreement under Article II.11.2, the beneficiary shall resume implementation once circumstances allow and shall inform the Commission accordingly. The duration of the action shall be extended by a period equivalent to the length of the suspension. In accordance with Article II.13, a supplementary written agreement shall be concluded to extend the duration of the action and to make any amendments that may be necessary to adapt the action to the new implementing conditions.

ARTICLE II.8 – FORCE MAJEURE

II.8.1 *Force majeure* shall mean any unforeseeable exceptional situation or event beyond the parties' control which prevents either of them from fulfilling any of their obligations under this agreement, was not attributable to error or negligence on their part, and proves insurmountable in spite of all due diligence. Defects in equipment or material or delays in making them available (unless due to *force majeure*),

labour disputes, strikes or financial difficulties cannot be invoked as *force majeure* by the defaulting party.

II.8.2 A party faced with *force majeure* shall inform the other party without delay by registered letter with advice of delivery or equivalent, stating the nature, probable duration and foreseeable effects.

II.8.3 Neither of the parties shall be held in breach of their obligations under the agreement if they are prevented from fulfilling them by *force majeure*. The parties shall make every effort to minimise any damage due to *force majeure*.

II.8.4 The action may be suspended in accordance with Article II.7.

ARTICLE II.9 – AWARD OF CONTRACTS

II.9.1 If the beneficiary has to conclude contracts in order to carry out the action and they constitute costs of the action under an item of eligible direct costs in the estimated budget, he shall seek competitive tenders from potential contractors and award the contract to the bid offering best value for money; in doing so he shall observe the principles of transparency and equal treatment of potential contractors and shall take care to avoid any conflict of interests.

II.9.2 Contracts as referred to in paragraph 1 may be awarded only in the following cases:

- a) they may only cover the execution of a limited part of the action;
- b) recourse to the award of contracts must be justified having regard to the nature of the action and what is necessary for its implementation;
- c) the tasks concerned must be set out in Annex I and the corresponding estimated costs must be set out in detail in the budget in Annex II;
- d) any recourse to the award of contracts while the action is under way shall be subject to prior written authorisation by the Commission;
- e) the beneficiary shall retain sole responsibility for carrying out the action and for compliance with the provisions of the agreement. The beneficiary must undertake to make the necessary arrangements to ensure that the winner of the contract waives all rights in respect of the Commission under the agreement;
- f) the beneficiary must undertake to ensure that the conditions applicable to him under Articles II.1, II.2, II.3, II.4, II.5, II.6, II.10 and II.19 of the agreement are also applicable to the winner of the contract.

ARTICLE II.10 – ASSIGNMENT

The agreement and payments flowing from it may not be transferred to another body or assigned to a third party, in full or in part, without the prior written agreement of the Commission.

ARTICLE II.11 – TERMINATION

II.11.1 Termination by the beneficiary

In duly justified cases, the beneficiary may terminate the agreement at any time by giving 60 days' written notice stating the reasons, without being required to furnish any indemnity on this account. If no reasons are given or if the Commission does not accept the reasons, the beneficiary shall be deemed to have terminated this agreement improperly, with the consequences set out in the third subparagraph of paragraph 4.

II.11.2 Termination by the Commission

The Commission may terminate the agreement, without any indemnity on its part, in the following circumstances:

- a) in the event of a legal, financial, technical or organisational change in the beneficiary's situation that is liable to affect the agreement substantially or to call into question the decision to award the grant;
- b) if the beneficiary fails to fulfil a substantial obligation incumbent on him under the terms of the agreement, including its annexes;
- c) in the event of *force majeure*, notified in accordance with Article II.8;
- d) if the beneficiary is declared bankrupt, being wound up or is the subject of any other similar proceedings;
- e) if the beneficiary is found guilty of an offence involving his professional conduct by a judgment having the force of *res judicata* or if he is guilty of grave professional misconduct proven by any justified means;
- f) if the beneficiary is guilty of misrepresentation or submits reports inconsistent with reality to obtain the grant provided for in the agreement;
- g) if the beneficiary has intentionally or by negligence committed an irregularity in performing the agreement or any other contract concluded with an institution, organ or other body of the European Communities and, more generally, in the event of fraud, corruption or any other illegal activity on the part of the beneficiary to the detriment of the Communities' financial interests.

II.11.3 Termination procedure

The termination procedure is initiated by registered letter with advice of delivery or equivalent. In the cases referred to in points (a), (b) and (d) of paragraph 2, the beneficiary shall have 30 days to submit his observations and take any measures necessary to ensure continued fulfilment of his obligations under the agreement. If the Commission fails to confirm acceptance of these observations by giving written approval within 30 days of receiving them, the termination procedure shall continue to run.

Where notice is given, termination shall take effect at the end of the period of notice, which shall start to run from the date when the letter of termination is received.

If notice is not given in the cases referred to in points (c), (e), (f) and (g) of paragraph 2, termination shall take effect from the day following the date when the letter of termination is received.

II.11.4 Effects of termination

In the event of termination, payments by the Commission shall be limited to the eligible costs actually incurred by the beneficiary up to the date when termination takes effect. Costs relating to current commitments that are not due to be executed until after termination shall not be taken into account.

The beneficiary shall have 60 days from the date when termination takes effect, as notified by the Commission, to produce a request for final payment in accordance with Article II.15.4. If no request is made within this time limit, the Commission shall not reimburse the expenditure incurred by the beneficiary up to the date of termination. The Commission shall recover any amount if its use is not substantiated by the technical implementation reports and financial statements approved by the Commission.

By way of exception, in the event of improper termination by the beneficiary or termination by the Commission on the grounds set out in points (e), (f) or (g) of paragraph 2, the Commission may require the partial or total repayment of sums already paid under the agreement on the basis of technical implementation reports and financial statements approved by the Commission, in proportion to the gravity of the failings in question and after allowing the beneficiary to submit his observations.

ARTICLE II.12 – FINANCIAL PENALTIES

By virtue of the Financial Regulation applicable to the general budget of the European Communities, any beneficiary declared to be in grave breach of his contractual obligations shall be liable to financial penalties of

between 2% and 10% of the value of the grant in question. This rate may be increased to between 4% and 20% in the event of a repeated breach in the five years following the first.

ARTICLE II.13 - SUPPLEMENTARY AGREEMENTS

II.13.1 Any amendment to the agreement must be the subject of a written supplementary agreement concluded between the parties. No verbal agreement may bind the parties to this effect.

II.13.2 The supplementary agreement may not have as its purpose or effect to modify substantially the content of the agreement.

II.13.3 If the request for amendment is made by the beneficiary, he must send it to the Commission in good time before it is due to take effect and at all events two months before the closing date of the action, except in cases duly substantiated by the beneficiary and accepted by the Commission.

PART B - FINANCIAL PROVISIONS

ARTICLE II.14 – ELIGIBLE COSTS

II.14.1 To be considered as eligible direct costs of the action, costs must satisfy the following general criteria:

- they must be directly connected with the subject of the agreement and they must be provided for in the estimated budget annexed to it;
- they must be necessary for performance of the action covered by the agreement;
- they must be reasonable and justified and they must accord with the principles of sound financial management, in particular in terms of value for money and cost-effectiveness;
- they must be generated during the lifetime of the action as specified in Article I.2.2 of the agreement;
- they must be actually incurred by the beneficiary and recorded in his accounts or tax documents and they must be identifiable and verifiable.

II.14.2 In particular, the following direct costs are eligible:

- the cost of staff assigned to the action, comprising actual salaries plus social security charges and other statutory costs included in the remuneration, provided that this does not exceed the average rates corresponding to the beneficiary's usual policy on remuneration;
- travel and subsistence allowances for staff taking part in the action, provided that they are in line with the beneficiary's usual practices on travel costs or do not exceed the scales approved annually by the Commission;
- the purchase cost of equipment (new or second-hand), provided that it is written off in accordance with the tax and accounting rules applicable to the beneficiary and generally accepted for items of the same kind. Only the portion of the equipment's depreciation corresponding to the duration of the action and the rate of actual use for the purposes of the action may be taken into account by the Commission, except where the nature and/or the context of its use justifies different treatment by the Commission;
- costs of consumables and supplies, provided that they are identifiable and assigned to the action;
- costs entailed by other contracts awarded by the beneficiary for the purposes of carrying out the action, provided that the conditions laid down in Article II.9 are met;
- costs arising directly from requirements imposed by the agreement (dissemination of information, specific evaluation of the action, audits, translations, reproduction, etc.), including the costs of any financial services (especially the cost of financial guarantees);

II.14.3 Indirect costs incurred in carrying out the action may be eligible for flat-rate funding fixed at not more than 7% of the total direct costs eligible.

Unlike direct costs, indirect costs relate to categories of expenditure that are not identifiable as specific costs directly linked to and necessary for carrying out the action and cannot therefore be booked to it direct. If provision is made in Article I.3.2 for flat-rate funding in respect of indirect costs, they need not be supported by accounting documents.

II.14.4 The following costs shall not be considered eligible:

- return on capital;
- debt and debt service charges;
- provisions for losses or potential future liabilities;
- other interest owed;
- doubtful debts;
- exchange losses;
- VAT, unless the beneficiary can show that he is unable to recover it;
- costs declared by the beneficiary in connection with another action or work programme receiving a Community grant;
- excessive or reckless expenditure.

II.14.5 Contributions in kind shall not count as actual expenditure by the beneficiary and shall not constitute eligible costs. However, if they are provided for and set out in Annex I and/or in the estimated budget in order to contribute to the proper implementation of the action, the beneficiary undertakes to obtain them as provided for in the agreement.

II.14.6 By way of exception to paragraph 3, indirect costs shall not be eligible under a project grant awarded to a beneficiary who already receives an operating grant from the Commission during the period in question.

ARTICLE II.15 – REQUESTS FOR PAYMENT

Payments shall be made in accordance with Article I.4 of the Special Conditions.

II.15.1 Pre-financing

Where required by the provisions of Article I.4 on pre-financing, the beneficiary shall furnish a financial guarantee from a bank or an approved financial institution established in one of the Member States of the European Union. The financial guarantee shall remain in force until final payments by the Commission match the proportion of the total grant accounted for by pre-financing. The Commission undertakes to release the guarantee within 30 days following that date.

II.15.2 Further pre-financing payments

Where pre-financing is divided into several instalments, the beneficiary may request a further pre-financing payment once he has used up the percentage of the previous payment specified in the provisions of Article I.4 on further pre-financing. The request shall be accompanied by the following documents:

- a detailed statement of the eligible costs actually incurred;
- where required by the above-mentioned provisions of Article I.4, a financial guarantee in accordance with paragraph 1;
- where required by the above-mentioned provisions of Article I.4, an external audit report on the action's accounts. The external audit shall be carried out by an independent body or expert officially authorised to carry out audits of accounts;
- any other documents in support of the request for further pre-financing payments that may be required by the special conditions.

The documents accompanying the request for payment shall be drawn up in accordance with the relevant provisions in Article I.5 and the annexes.

II.15.3 Interim payments

By the appropriate deadline indicated in Article I.5, the beneficiary shall submit a request for interim payment accompanied by the following documents:

- an interim report on implementation of the action;
- an interim financial statement of the eligible costs actually incurred, in line with the structure of the estimated budget;
- where required by the provisions of Article I.4 on interim payment, an external audit report on the action's accounts. This external audit shall be carried out by an independent body or expert officially authorised to carry out audits of accounts. The purpose of the audit is to certify that the financial documents submitted to the Commission by the beneficiary comply with the financial provisions of the agreement, that the costs declared are the actual costs, and that all receipts have been declared.

The documents accompanying the request for payment shall be drawn up in accordance with the provisions of Article I.5 and the annexes. If an external audit of the action's accounts is not required, the beneficiary himself shall certify that the financial documents submitted to the Commission comply with the financial provisions of the agreement, that the costs declared are the actual costs, and that all receipts have been declared.

On receipt of these documents, the Commission shall have the period specified in Article I.4 in order to:

- approve the documents;
- ask the beneficiary for supporting documents or any additional information it deems necessary to allow the approval of the documents;
- reject the documents and ask for the submission of new documents.

Failing a written reply from the Commission within the time limit for scrutiny indicated above, the documents shall be deemed to have been approved. Approval of the documents accompanying the request for payment does not imply recognition of their regularity or of the authenticity, completeness and correctness of the declarations and information contained therein.

Requests for additional information or new documents shall be notified to the beneficiary in writing. The beneficiary shall have the period laid down in Article I.4 to submit the information or new documents requested.

If additional documents are requested, the time limit for scrutiny shall be extended by the time it takes to obtain the documents concerned.

Where documents are rejected and new documents requested, the approval procedure described in this article shall apply.

In the event of renewed rejection, the Commission reserves the right to terminate the agreement by invoking Article II.11.2(b).

II.15.4 Payment of the balance

By the appropriate deadline indicated in Article I.5, the beneficiary shall submit a request for payment of the balance accompanied by the following documents:

- a final report on the implementation of the action;
- a final financial statement of the eligible costs actually incurred, following the structure of the estimated budget;
- a full summary statement of the receipts and expenditure of the action;
- where required by the provisions of Article I.4 on payment of the balance, an external audit report on the action's accounts. The external audit shall be carried out by an independent body or expert officially authorised to carry out audits of accounts. The purpose of the audit is to certify that the financial documents submitted to the Commission by the beneficiary comply with the financial provisions of the agreement, that the costs declared are the actual costs, and that all receipts have been declared.

The documents accompanying the request for payment shall be drawn up in accordance with the provisions of Article I.5 and the annexes. If an external audit of the action's accounts is not required, the beneficiary himself shall certify that the financial documents submitted to the Commission comply with the financial provisions of the agreement, that the costs declared are the actual costs, and that all receipts have been declared.

On receipt of these documents, the Commission shall have the period specified in Article I.4 in order to:

- approve the documents;
- ask the beneficiary for supporting documents or any additional information it deems necessary to allow the approval of the documents;
- reject the documents and ask for the submission of new documents.

Failing a written reply from the Commission within the time limit for scrutiny indicated above, the documents shall be deemed to have been approved. Approval of the documents accompanying the request for payment shall not imply recognition of their regularity or of the authenticity, completeness and correctness of the declarations and information contained therein.

Requests for additional information or new documents shall be notified to the beneficiary in writing. The beneficiary shall have the period laid down in Article I.4 to submit the information or new documents requested.

If additional documents are requested, the time limit for scrutiny shall be extended by the time it takes to obtain the documents concerned.

Where documents are rejected and new documents requested, the approval procedure described in this article shall apply.

In the event of renewed rejection, the Commission reserves the right to terminate the agreement by invoking Article II.11.2(b).

ARTICLE II.16 –GENERAL PROVISIONS ON PAYMENTS

II.16.1 Payments shall be made by the Commission in euro. Any conversion of actual costs into euro shall be made at the daily rate published in the Official Journal of the European Union or, failing that, at the monthly accounting rate established by the Commission and published on its website applicable on the day when the payment order is issued by the Commission, unless the Special Conditions of the agreement lay down specific provisions.

Payments by the Commission shall be deemed to be effected on the date when they are debited to the Commission's account.

II.16.2 The Commission may suspend the period for payment laid down in Article I.4 at any time by notifying the beneficiary that his request for payment is not admissible, either because it does not comply with the provisions of the agreement, or because it does not accord with the technical implementation reports and financial statements approved by the Commission, or because there is a suspicion that some of the expenses in the request for payment are not eligible and additional checks are being conducted. The payment period shall continue to run from the date when a properly constituted request for payment is registered.

The Commission may also suspend its payments at any time if the beneficiary is found or presumed to have infringed the provisions of the agreement, in particular in the wake of the audits and checks provided for in Article II.19.

The Commission shall inform the beneficiary of any such suspension by registered letter with advice of delivery or equivalent.

Suspension shall take effect on the date when notice is sent by the Commission.

II.16.3 On expiry of the period for payment specified in Article I.4, and without prejudice to paragraph 2 of this Article, the beneficiary may, within two months following the date of receipt of a late payment, request payment of interest on the late payment at the rate applied by the European Central Bank for its main refinancing operations in euros, plus three and a half points; the reference rate to which the

increase applies shall be the rate in force on the first day of the month of the final date for payment, as published in the C series of the Official Journal of the European Union. This provision shall not apply to public authorities of the Member States of the European Union.

Interest on late payment shall cover the period from the final date for payment, exclusive, up to the date of payment as defined in paragraph 1, inclusive. The interest shall not be treated as a receipt for the action for the purposes of determining the final grant within the meaning of Article II.17.4. The suspension of payment by the Commission may not be considered as late payment.

II.16.4 The beneficiary shall inform the Commission of the amount of any interest or equivalent benefits yielded by the pre-financing it has received from the Commission. Notification must be made annually if the interest in question represents a significant amount, and in any event when the request for interim payment and the request for payment of the balance of the grant is made. The interest shall not be treated as a receipt for the action within the meaning of Article II.17.4. The Commission shall issue a recovery order in respect of it in accordance with Article II.18.

II.16.5 The Financial Regulation applicable to the general budget of the European Communities requires a final date for implementation to be set for any legal commitment contracted with third parties involving a budget commitment and the payment of Community funds. For each such legal commitment, the implementation and payment phases of the action concerned must be completed by the final date for implementation. The final date for implementation shall be determined taking into account the maximum periods allowed, beyond the closing date of the action provided for in the agreement, for the beneficiary to submit the required technical reports and financial statements, for the Commission to approve them, and for it to make the final payment.

If the date for the end of the action or the periods indicated above are amended by a supplementary agreement, the final date for implementation shall be modified accordingly.

ARTICLE II.17 - DETERMINING THE FINAL GRANT

II.17.1 Without prejudice to Article II.19, the Commission shall adopt the amount of the final payment to be made to the beneficiary on the basis of the documents referred to in Article II.15.4 which it has approved.

II.17.2 The total amount paid to the beneficiary by the Commission may not in any circumstances exceed the maximum amount of the grant laid down in Article I.3.3, even if the total actual costs eligible exceed the estimated total eligible costs specified in Article I.3.2.

II.17.3 If the actual eligible costs when the action ends are lower than the estimated total eligible costs, the Commission's contribution shall be limited to the amount obtained by applying the Community grant percentage specified in Article I.3.3 to the actual eligible costs approved by the Commission.

II.17.4 The beneficiary hereby agrees that the grant shall be limited to the amount necessary to balance the action's receipts and expenditure and that it may not in any circumstances produce a profit for him.

Profit shall mean any surplus of all actual receipts attributable to the action, whether duly established or confirmed in the case of other outside funding, or whether determined by applying the principles laid down in paragraphs 2 and 3 to the total actual costs of the action. For the purposes of this article, only actual costs falling within the categories set out in the estimated budget contained in Annex II shall be taken into account; non-eligible costs shall always be covered by non-Community resources.

Any surplus determined in this way shall result in a corresponding reduction in the amount of the grant.

II.17.5 Without prejudice to the right to terminate the agreement under Article II.11, if the action is not implemented or is implemented poorly, partially or late, the Commission may reduce the grant initially provided for in line with the actual implementation of the action on the terms laid down in this agreement.

II.17.6 Any reduction in the amount of the grant to be paid by the Commission shall be effected by:

- reducing the balance of the grant payable when the action ends;

- requesting the beneficiary to repay any amounts overpaid, if the total amount already paid by the Commission exceeds the final amount which it actually owes.

ARTICLE II.18 – RECOVERY

II.18.1 If any amount is unduly paid to the beneficiary or if recovery is justified under the terms of the agreement, the beneficiary undertakes to repay the Commission the sum in question on whatever terms and by whatever date it may specify.

II.18.2 If the beneficiary fails to pay by the date set by the Commission, the sum due shall bear interest at the rate indicated in Article II.16.3. Interest on late payment shall cover the period between the date set for payment, exclusive, and the date when the Commission receives full payment of the amount owed, inclusive.

Any partial payment shall first be entered against charges and interest on late payment and then against the principal.

II.18.3 Sums owed to the Commission may be recovered by offsetting them against any sums owed to the beneficiary, after informing him accordingly, or by calling in the financial guarantee provided in accordance with Article II.15.1. The beneficiary's prior consent shall not be required.

II.18.4 Bank charges occasioned by the recovery of the sums owed to the Commission shall be borne solely by the beneficiary.

II.18.5 The beneficiary understands that under Article 256 of the Treaty establishing the European Community, the Commission may adopt an enforceable decision formally establishing an amount as receivable from persons other than States.

ARTICLE II.19 – CHECKS AND AUDITS

II.19.1 The beneficiary undertakes to provide any detailed information requested by the Commission or by any other qualified outside body chosen by the Commission for the purposes of checking that the action and the provisions of this agreement are being properly implemented.

II.19.2 The beneficiary shall keep at the Commission's disposal all original documents, especially accounting and tax records, or, in exceptional and duly justified cases, certified copies of original documents relating to the agreement for a period of five years from the date of payment of the balance specified in Article I.4.

II.19.3 The beneficiary agrees that the Commission may have an audit of the use made of the grant carried out either directly by its own staff or by any other qualified outside body of its choice. Such audits may be carried out throughout the lifetime of the agreement and for a period of five years from the date of payment of the balance. Where appropriate, the audit findings may lead to recovery decisions by the Commission.

II.19.4 The beneficiary undertakes to allow Commission staff and outside personnel authorised by the Commission the appropriate right of access to sites and premises where the action is carried out and to all the information, including information in electronic format, needed in order to conduct such audits.

II.19.5 The European Court of Auditors and the European Anti-Fraud Office (OLAF) shall enjoy the same rights, especially of access, as the Commission for the purposes of checks and audits.

SIGNATURES

For the **Beneficiary**

For the **Commission**

«RESI_NOM»,
Function:

Christine BOON-FALLEUR,
Acting Director

Done at _____, Date: .. / .. /

Done at Brussels, Date: .. / .. /

In duplicate in English

ANNEX III

SPECIFIC CONDITIONS RELATING TO THE ACTION/ PUBLICITY OBLIGATIONS FOR TRANSLATIONS

Article 1 : Obligations of the beneficiary

a) Information requirements : The beneficiaries shall inform the public, press and media of the action (internet included); which must, in conformity with Article 6 of Annex II, visibly indicate the name of the translator and the mention “with the support of the Culture 2000 programme of the European Union” as well as the graphic logos (see following page) comprising the following:

- the European emblem (the European flag): on azure field, a circle of 12 gold stars each with five points that do not touch each other. The colours used for the symbol are Pantone reflex blue for the surface of the rectangle and Pantone yellow for the stars. Reproduction in monochrome is permitted; if only black is available, the rectangle should be outlined in black and the stars should be black on a white background. If the only colour is blue (reflex blue) it should be printed at 100 % background with the stars left in white.
- the name “Culture 2000”
- the symbolic image of the bird that represents the Directorate General Education and Culture with the label “Education and Culture”. The colours for the bird in flight are Pantone blue 661 (made from 100% Process Cyan and 80% Process Magenta), for the first point Pantone Red 485 (made from 100% Process Magenta and 100% Process Yellow), for the second point Orange 123 (made from 30% Process Magenta and 100% Process Yellow) and for the third point Pantone Green 347 (made from 100% Process Cyan and 100% Process Yellow). Reproduction in monochrome is permitted. If only black is available, use 100% black for the bird and the first point, 50% for the second point and 75% for the third.

In the publication the mention and graphic logos shall appear on the cover or the first pages following the editors mention.

b) Authorisation to use the logos described in points a) and b) implies no right of exclusive use and is limited to this contract.

c) If the action is co-financed, the importance given to the above-mentioned publicity must be in proportion with the level of community financing.

Article 2 : Failure to meet publicity obligations

Failure to meet the requirements set out in Article 1 is considered to be a serious breach of contract and could result in the cancellation of the funding or part of the funding due at the time.

Article 3 : Obligation of the Commission

The Commission shall deliver to the beneficiary the logos described in Article 1.

Agreement n°: «NO_REF»

Framework Programme CULTURE 2000

Field of books and reading : literary translation projects

Annex II.1 : FINAL REPORT – WORK n° ____ (*)

To be submitted to the Commission at the latest by 31/01/2007

(*) Important :

- Fill in one form per translated work
- Give a number to each form
- Supply a copy of the translated work
- Attach proof of payment to the translator (cf Article I.5 of Agreement)

I. ORIGINAL WORK TO BE TRANSLATED
Title :
Author(s) :
Date of first publication :
Original language :
Target language for which a grant has been awarded

II. EDITING and DISTRIBUTION		
Description	Scheduled	Actual
Selling price of the translated work€€
Print-run of the translated work (at the date of the report)
Delivery date of translation by the translator
Date of publication (month and year)

Agreement n°: «NO_REF»

FINAL REPORT – WORK n° ____ (*)

III : OPERATION COSTS

III.A : TRANSLATION COSTS

Description	Scheduled/budgeted	Actual
Number of pages
Translator : Surname and forname
Remuneration of translator per page (in EURO) € €
Total cost of translation (in EURO) € €

III.B : PUBLICATION COSTS

Description	Actual
To be detailed by the Beneficiary€
€
€
Total publication costs (in EURO) €

III.C : - TOTAL COSTS : III.A + III.B : in EURO€
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The costs stated in each individual ‘final report’ must be carried over in the table ‘Final global financial accounts’ hereafter (Annex II.2).

Failing to do this, your report will not be dealt with and will be returned to you for completion.

