

SPECIFIC GRANT AGREEMENT No [..../.]

**SELECTED UNDER FRAMEWORK PARTNERSHIP AGREEMENT No
2023/FPA/TRU/01**

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 <i>action</i>] |
| Annex II | Estimated budget |
| Annex III | Request for pre-financing template |
| Annex IV | Request for final payment template |
| Annex V | Final Financial Statement template |

which form an integral part of the Agreement.

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 implementation of Stage of **THE EUROPEAN JOINT MASTER'S IN STRATEGIC BORDER MANAGEMENT** ("*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"). If a Beneficiary can duly justify the essential need to start the action before the agreement is signed, the costs eligibility period may start before the signature, upon Frontex approval. Under no circumstances can the eligibility period start before the date of submission of the grant application.

2.3. The duration of the Specific agreement cannot be extended.

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 02.

3.2 The grant takes the form of reimbursement of eligible direct and indirect, on the basis of the cost actually incurred, unit cost and flat-rates declared by the Beneficiaries.

The reimbursement of 95% of the eligible costs of the *action* ("reimbursement of eligible costs"), which are estimated at EUR [...] and which are:

- (a) actual costs of mobility that cover:
 - i. costs actually incurred by the Beneficiary covering learners' mobilities related to contact weeks, particularly to: travel expenses (including local transportation), accommodation, DSA, catering, insurance;
 - ii. costs actually incurred by the Beneficiary covering learners' mobilities related to field trips/study visits that must be adequate and directly related to these activities;
 - iii. costs actually incurred by the Beneficiary covering learners' mobilities related to thesis development and supervision that must be adequate and directly related to these activities (if relevant);
 - iv. costs actually incurred by the Beneficiary covering learners' mobilities related to the graduation ceremony that must be adequate and directly related to the activity (if relevant);
 - v. costs related to teachers'/tutors'/supervisors'/examiners' mobility, particularly to: travel expenses (including local transportation), accommodation, full board and other sundry expenses;

- vi. costs related to the participation in the Consortium and quality assurance meetings¹;
- (b) educational and administrative unit cost that covers:
 - i. cost of epidemiological health protection guidelines;
 - ii. cost of Virtual Learning Environment (an online platform used for educational purposes);
 - iii. cost of the rental of training facilities / equipment (if supplementary costs occur);
 - iv. costs related to the graduation ceremony non-related to learners' mobility;
 - v. enrolment fees;
 - vi. costs related to the issuance of parchments/diploma supplement;
 - vii. accreditation/Validation and Re-Validation fee;
 - viii. entry, admission, enrolment, transfer, progression of learners and all other arrangements that relate to the provision of the European Joint Master's in Strategic Border Management;
 - ix. cost of educational, organisational and training support before, during, and after the modules.
- (c) A lump sum [not applicable]
- (d) a flat-rate of 7% of the total eligible direct costs of the action representing the Beneficiary's general overhead expenses (administrative costs) that:
 - i. can be regarded as chargeable to the actions, and
 - ii. cannot be attributed to the eligible direct costs.

3.3 The total value of contribution shall be added, where the total value is calculated as follows:

- (a) total actual mobility cost incurred by the Beneficiary paid against invoices with supporting documents, reflecting the confirmed attendance on site, plus
- (b) educational and administrative unit cost approved by Frontex and calculated separately for each completed EJMSBM Stage, plus
- (c) indirect costs (overheads) determined at the level of up to 7% of eligible and approved by Frontex direct cost of the action.

3.4 If a learner does not show up in person for a module implemented on site, the mobility cost regarding the mobility of this learner will be ineligible without any detriment to the educational and administrative unit cost. If a learner shows up, but does not complete the module, the costs of this mobility shall be regarded eligible proportionally to learner's participation. The costs of re-booking flight ticket are ineligible.

¹ Refers to fulfilling duties of Quality Assurance structure bodies as described in consortium agreement developed in line with Annex 13.

ARTICLE 4 REPORTING, REQUEST FOR PAYMENTS AND SUPPORTING DOCUMENTS

4.1 Reporting

The Beneficiary reports on the performance and costs under the Agreement using the reporting guidelines provided by Frontex:

- (a) the performance reports are to be provided at the latest on the 15th day after the end of Stage and shall be drawn up in accordance with templates provided in "Programme Requirements":
 - (i) Annexes II-VIII are to be submitted upon completion of each EJMSBM programme Stage and shall cover the period from the start until the end date of the implementation of each EJMSBM programme Stage.
 - (ii) Annex IX shall be submitted solely after completion of the Stage 3 and shall cover the period from the EJMSBM programme start until its final end date.
- (b) The final technical report and financial statement are to be provided upon completion of the action drawn up in accordance with Article 4.4 of Specific Grant Agreement.

4.2 Request for pre-financing payment and supporting documents

Upon entry into force of the Agreement, a pre-financing payment of up to 80% of the maximum amount specified in Article 3.2 shall be paid to the Beneficiary subject to the receipt of a request for pre-financing.

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 Beneficiary must submit a request for payment of the balance within 60 calendar days following the end of the last reporting period.

This request must be accompanied by the following documents:

- (a) a final technical report on implementation of the *action*, drawn up in accordance with Annex V of the Framework agreement, containing:
 - (i) the information needed to justify the eligible costs declared in a form of final technical report (where the grant takes the form of the reimbursement of unit costs, as provided for in Article 3.2.b);

- (ii) information on *subcontracting* as referred to in Article II.11.1(d)(ii) of the Framework agreement;
- (b) a final financial statements ('final financial statement') drawn up in accordance with Annex V to Specific Grant Agreement and Annex VI to Framework agreement. The final financial statement must include a consolidated statement of the amounts claimed by the Beneficiary and its affiliated entities;
 - (i) invoices with supporting documents related to mobilities;
- (c) a certificate on the financial statements and underlying accounts (documents confirming triggering events).

Frontex reserves the right to request appropriate additional supporting documents if deemed necessary.

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 Grant Agreement and detail the amounts for each of the forms of grant set out in Article 3.2 for the 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.

Frontex shall assess any submitted documents and, if approved, pay within 60 days from receipt of the request for payment of the balance, notwithstanding any suspension periods.

In exceptional cases, justified in particular by change of the applicable legal framework or unprecedented increase/decrease of the prices or other exceptional circumstances, unit costs may be adjusted during the implementation phase of operational activities subject to Frontex' approval.

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), 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.]

Conversion by the Beneficiary of costs recorded in its accounts (not incurred):

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 recorded in their accounts 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), 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:

- a. one pre-financing payment;
- b. one payment of the balance, on the basis of the request for payment of the balance referred to in Article 4.2.

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 Frontex policy on ex-ante control 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: [...]]

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
Plac Europejski 6, 00-844 Warsaw, Poland
Email address: ejmsbm@frontex.europa.eu

Requests for payment and the documents accompanying them are to be scanned and sent in pdf format (attached to an email) to invoices@frontex.europa.eu with CC: ejmsbm@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 Beneficiary 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]

MODEL

ANNEXES

Annex III

(on the letterhead of institution)

(date)

Frontex - European Border and Coast Guard Agency
Pl. Europejski 6
00-844 Warszawa
Poland

REQUEST FOR PRE-FINANCING

Grant Agreement number:

Call for proposals No. 2023/SGA/TRU/ on implementing the European Joint Master's in Strategic Border Management

I hereby request the pre-financing payment of EUR, in accordance with the above mentioned Grant Agreement.

Please transfer the funds to the following bank account:

.....

.....
Name & Position²

.....
Signature

² Please indicate a person authorized to sign financial documents on behalf of the beneficiary.

Annex IV

(on the letterhead of institution)

(date)

Frontex - European Border and Coast Guard Agency
Pl. Europejski 6
00-844 Warszawa
Poland

REQUEST FOR FINAL PAYMENT

Grant Agreement number:

Call for proposals No. 2023/SGA/TRU/ on implementing the European Joint Master's in Strategic Border Management

I hereby request the final payment of EUR, in accordance with the above mentioned Grant Agreement and the attached Final Financial Statement of costs.

I hereby certify that the information provided is full, reliable and true, and that the costs have been incurred and all receipts have been declared in accordance with Grant Agreement no I hereby also certify that this request for payment is substantiated by adequate supporting documents that can be checked.

I also declare that no other co-financing funds have been received from other EU sources.

Please transfer the funds to the following bank account:

.....

.....
Name & Position³

.....
Signature

Annexes:

1. Final Technical Report (Annex V to the Framework Partnership Agreement)
2. Final Financial Statement (Annex VI to the Specific Grant Agreement)
3. Supporting documents in accordance with point 4.4 of the Grant Agreement.

³ Please indicate a person authorized to sign financial documents on behalf of the beneficiary.