

STANDARD CONTRACT

(Reference: EAGF 05 08 04 01 – 38.....)

Between:

..... (name, address), acting on behalf of and for the account of (Member State), hereinafter called the 'competent national authority', represented for the signing of this contract by (name, title), for one part,

and

.....(name, address of head office) hereinafter called 'the contractor', represented by.....(name, title), for the other part,

Having regard to Council Regulation¹ (EC) No 3/2008 of 17 December 2007 on information provision and promotion measures for agricultural products on the internal market and in third countries,

Having regard to Commission Regulation (EC) No 501/2008² of 5 June 2008 laying down detailed rules for applying Council Regulation (EC) No 3/2008,

have agreed as follows:

Article 1 - Purpose

- 1. The contractor undertakes to carry out measures the purpose of which is as follows: as defined in the proposal of, as amended in letters dated, which shall form an integral part of this contract (Annex I).

This contract shall bear the following reference: (Member State's No).

¹ OJ L 3, 5.1.2008, p.1.

² OJ L 147, 6.6.2008, p.3.

The contractor shall bear sole responsibility vis-à-vis the competent national authority for carrying out the measure and shall be the sole contact with the competent national authority for the measure.

In no case shall the competent national authority bear the consequences of any disputes arising between the contractor and the implementing body and any subcontractors.

2. This contract may be amended only by written agreement between the contracting parties, at the reasoned request of one of them. Any changes, approved by the Member State or Member States, shall take the form of an addendum to the contract signed by each of the contracting parties. A copy of this addendum shall be sent to the Commission at the earliest opportunity.

This contract may not be amended in the three-month period preceding the end of the final phase referred to in Article 2(3). However, in exceptional, duly substantiated circumstances, the competent national authority may waive that provision.

Article 2 - Duration

1. This contract shall enter into force on the date of signing by the last contracting party.
2. The period for implementing the measures under the contract shall be divided into (one/two/three) phases each lasting 12 months. The contractor shall be permitted to continue to perform this contract in the second and third phases only after receiving written authorisation from the Member State or Member States concerned. Such authorisation shall depend on the availability of the necessary appropriations in the European Union budget. No expenditure incurred in preparing or implementing a measure from the following phase shall be eligible before the date of such authorisation.

The Member State or Member States concerned may suspend the contract temporarily or definitively without thereby incurring any liability regarding compensation if the appropriations required for its performance are not available in the budget of the Member State or Member States concerned.

3. The measures provided for in the documents referred to in Article 1 shall be implemented during the various phases of the programme starting from the date of entry into force of the contract and shall be completed by the date of expiry of the first/second/third phase.
4. The contract shall end after payment of the balance for the final phase.

Article 3

Financial contributions from the European Union and the Member State

1. The European Union's financial contribution shall not exceed 50% of the actual eligible costs for each phase of the programme provided for in Annex II and actually incurred by the contractor in performance of the measures referred to in Article 1, up to a maximum of:

- EUR in the first phase;
- EUR in the second phase;
- EUR in the third phase (complete according to the duration of the contract and the maximum percentages authorised).

For the internal market, the percentage provided for in the first subparagraph shall be 60 % for:

- measures to promote fruit and vegetables specifically targeting children in the European Union's educational establishments,
- measures carried out in the European Union concerning information on responsible drinking patterns and harm linked to hazardous alcohol consumption.

Amounts relating to value added tax or other duties and taxes in the Member States shall not be taken into account in calculating the European Union's financial contribution.

2. The financial contribution from the Member State or Member States concerned shall be ..%¹ of the actual eligible costs for each phase of the programme provided for in Annex II and actually incurred by the contractor in implementing the measures referred to in Article 1, up to a maximum of:

- EUR in the first phase;
- EUR in the second phase;
- EUR in the third phase.

3. The financial contribution from the European Union and, where applicable, from the Member State or Member States concerned for each phase of performance of the contract may not be increased under any circumstances, even if the actual cost of the measures in question exceeds the cost indicated in the contractor's proposal. The risk of such overruns shall be the contractor's alone.

4. Where the total cost of the measures referred to in Article 1 is lower than the amounts specified in paragraphs 1 and 2, the financial contributions from the European Union and, where applicable, from the Member State or Member States concerned shall be reduced proportionately.

¹ To be completed or adapted by the Member State.

Article 4 - Implementation of measures

1. The contractor shall bear sole technical and financial responsibility for the measures referred to in Article 1, including their compliance with the European Union's rules in force and the relevant rules on competition. He/she shall assign the staff necessary for monitoring and supervising the implementation of the measures provided for in the programme.
2. The contractor shall notify the competent national authority of contracts with implementing bodies and the names and business names of the third parties to whom he/she intends to entrust the implementation of a measure, and the names of any advisers or consultants. [Any contracts with subcontractors must be approved in writing by the competent national authority prior to conclusion.]⁴
3. The contractor shall include clauses in all contracts concluded with implementing bodies to the effect that the competent national authority and the Commission may exercise the same rights and enjoy the same guarantees vis-à-vis the implementing bodies as vis-à-vis the contractor and may conduct the same checks on them.
4. Variations in the breakdown of expenditure shall be automatically tolerated up to 10% for each detailed item relating to the programme measures as indicated in the contractor's proposal as approved and annexed to the contract, provided that the maximum amounts referred to in Article 3 are not exceeded.
5. The contractor undertakes, on behalf of the contractor itself, the implementing body and any subcontractors:
 - not to promote trademarks, names of companies or, subject to Articles 4(2) and 5(2) of Regulation (EC) No 501/2008, origins in connection with the measures covered by this contract;
 - to ensure that messages comply with the legislation applicable in the target countries;
 - not to submit applications for European Union or other public aid for the purposes of implementing the measures referred to in Article 1;
 - to indicate clearly and legibly on all materials (including audiovisual media) produced that the European Union has contributed to the financing of the measures covered by this contract, in accordance with Annex IV; failing this, the relevant expenditure may be disallowed;
 - [provision of Member State concerning its own participation].
6. The contractor shall inform the competent national authority by sending it, thirty days before the start of each quarter, a provisional timetable for the planned measures using the

⁴ Text in square brackets is optional.

specimen in Annex VII. If there are any changes from this provisional timetable, he/she shall send, at least 15 working days in advance, an indication of the dates on which or periods in which the measures provided for in the programme are to be implemented.

Failure to communicate such information shall mean that the costs of the measure or measures concerned shall be disallowed.

The competent national authority shall forward this information to the Commission without delay.

7. The contractor shall inform the competent national authority immediately in writing of any event likely to prejudice proper performance of this contract within the time limits laid down, providing all the necessary details.
8. The contractor undertakes to send to the competent national authority all draft information and promotion materials produced within the context of the programme before implementing the measures. The Member State or Member States shall ensure that this draft material complies with the European Union rules in force, in particular with Article 4 of Regulation (EC) No 501/2008 in the case of programmes targeting the internal market and with Article 5 of that Regulation in the case of programmes targeting third countries.

Article 5 - Payment arrangements

1. The contractor undertakes to open a bank account to be used exclusively for all the financial transactions (revenue and expenditure) required for the purposes of this contract.
2. The financial contributions from the European Union and, where applicable, the Member State or Member States concerned shall be paid within the time limit laid down in Article 20 of Regulation (EC) No 501/2008 by the competent national authority into the bank account indicated below, opened in the name of the contractor.

Bank name:
Address of branch in full:
Exact designation of account holder:
Account number including codes (*IBAN code*):

3. The contractor undertakes:
 - to settle expenses submitted by the implementing bodies within the statutory time limits, before claiming repayment from the competent national authority;
 - to replenish the account referred to in paragraph 1 so as to meet the requirements of the first indent of this paragraph.
4. Applications for payment as referred to in Articles 18 and 19 of Regulation (EC) No 501/2008 shall be accompanied by the reports provided for in those Articles and a summary table showing the payments actually made, and shall be presented in accordance with point D of Annex III to this contract. Copies of the invoices and supporting

documents, in particular a statement of account issued by the bank holding the account referred to in paragraph 1, relating to these payments shall be attached.

The reports referred to in Articles 18 and 19 of Regulation (EC) No 501/2008 shall be drawn up in accordance with the models provided in Annex VIII.

5. If checks reveal that certain amounts have been unduly paid to the contractor, the beneficiary shall, at the request of the competent national authority, repay the amount in question in accordance with Article 26(1) of Regulation (EC) No 501/2008. In the event of fraud or gross negligence, Article 27 of Regulation (EC) No 501/2008 shall apply.
6. If the contract is terminated, payment of the financial contributions from the European Union and, where applicable, the Member State or Member States concerned shall be suspended until the effects of such termination are determined in accordance with Article 10(4).

Article 6 - Monitoring

1. The contractor and implementing body or bodies shall carry out cost accounting allowing identification of revenue and expenditure for the measures covered by this contract. They shall make available to the competent national authority and the Commission any information and documents necessary to verify the fulfilment of their obligations.
2. The competent national authority and the Commission may at all times have technical and accounts checks conducted to monitor progress in and implementation of the measures concerned. Persons instructed by the competent national authority, the Commission and the Court of Auditors shall also have access to the books and any other documents relating to payments made under the contract, from the time the contract is signed and for up to five years following the date on which the balance is paid.
3. The Commission may at all times participate in checks organised by the Member States. It may carry out any additional checks it deems necessary.

Article 7 - Rebates and revenue

1. The contractor must take every opportunity to obtain rebates, reductions and commission.

The contractor undertakes to credit to the account referred to in Article 5(2) any rebates, reductions or commission received which are not already included in the invoicing.
2. The contractor undertakes to credit to the account referred to in Article 5(2) any rebates, reductions or commission received which are not already included in the invoicing. The contractor must credit to the account referred to in Article 5(2) any revenue arising from implementation of the measures covered by this contract, in particular any interest accruing from the investment of amounts from the financial contribution from the European Union and, where applicable, the Member States concerned.

All such credits shall be deducted from the financial contribution from the European Union and the Member States concerned.

Article 8 - Dissemination and use of results

1. The contractor undertakes to protect, or arrange for protection for, all results obtained while performing this contract that may qualify for intellectual property rights.
2. The contractor also undertakes, on behalf of the contractor itself, the implementing bodies and any subcontractors, to reserve for the Commission and, where applicable, the Member States, all rights to use the results of the measures covered by this contract.

This requirement shall not affect the contractor's obligation to disseminate the results where such dissemination forms part of the contract.

3. The contractor agrees that the Commission and the Member States may pass on or publish information relating, in particular, to the measures covered by this contract, the final evaluation of those measures and the body or bodies which have participated in carrying them out.
4. The material produced and financed under the programme referred to in paragraph 1, including artwork, audiovisual material and internet sites, may be used at a later date subject to prior written authorisation by the Commission, the proposing bodies concerned and the Member States contributing to the financing of the programme, bearing in mind the rights of the contractors deriving from the national legislation governing the contract.

Article 9 - Set-off of claims

The respective claims of the parties resulting from this contract may not be offset against other claims between those parties.

Article 10 - Termination

1. In the event of a failure on the part of the contractor to fulfil any of the obligations under this contract, the contract shall be terminated as of right by the competent national authority, which shall not thereby incur any liability regarding compensation, after the latter has served formal notice on the contractor by registered letter with acknowledgement of receipt and where such notice has not resulted in performance within one month.
2. The contract shall be terminated without prior notice by the competent national authority in the following cases:
 - a) where the contractor is unable, through his/her own fault, to obtain one of the permits or authorisations required for the performance of the contract;
 - b) where the competent national authority duly finds that the contractor has seriously failed to fulfil his/her contractual obligations;

- c) where the contractor has made false statements in order to obtain European Union or other public financing.
3. In the circumstances referred to in paragraphs 1 and 2, the contractor shall forfeit the performance guarantee (referred to in Article 16(3) of Commission Regulation (EC) No 501/2008) in full and shall forfeit any other securities provided in connection with this contract in proportion to the unduly paid amount of the European Union's and Member States' financial contribution.
 4. In the event of termination, the amount payable to the contractor shall be determined on the basis of the actual cost of the measures implemented in accordance with the contract prior to its termination, including expenditure incurred in preparatory work for measures to be implemented, without prejudice to damages which the contractor may owe as a result of the termination.

Article 11 - Tax provisions

1. The European Union's financial contribution shall be exempt from all duties and taxes, and in particular value added tax, pursuant to Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities. For the purposes of the aforementioned Articles 3 and 4, the contractor shall comply with instructions from the competent national authority and the Commission.
2. If the contractor is required to pay value added tax in a Member State, that amount shall not be eligible for a financial contribution from the European Union.
3. If the contractor is required to pay duties and taxes in third countries targeted by the programme such duties and taxes shall be eligible for reimbursement from the approved programme budget, unless those duties and taxes are recoverable in the third country in which the programme is carried out.
- (4. Member State's tax provisions)

Article 12 - Disputes between the contractor and third parties

1. If the competent national authority requests the contractor to launch administrative or judicial proceedings in the event of litigation with third parties arising from the performance of this contract, the contractor shall be obliged to comply with the instructions of the competent national authority.
2. The contractor shall inform the competent national authority in writing of any administrative or judicial proceedings launched against it as a result of the performance of this contract. The contracting parties shall decide by mutual agreement on the steps to be taken.
3. The competent national authority shall inform the Commission immediately of any proceedings as referred to in paragraphs 1 and 2.

Article 13 - Provisions applicable in the event of conflict

Where there is a conflict between this contract and the contractor's proposal, the provisions of the contract alone shall apply.

Article 14 - Jurisdiction

1. This contract shall be governed by the law of the country of the competent national authority.
2. All disputes between the competent national authority and the contractor, or any litigation brought by one party against the other on the basis of this contract, regarding which it has not been possible to reach an amicable agreement between the contracting parties, shall be referred to the courts of the above-mentioned country.

Article 15 - Annexes

The following shall form an integral part of this contract:

- Annex I: Proposal from contractor (and amending letters) as referred to in Article 1
- Annex II: Summary budget
- Annex III: Eligibility of expenditure: specific rules
- Annex IV: Mentioning the European Union's financial contribution
- Annex V: Specimen performance guarantee for contract
- Annex VI: Specimen guarantee for advance
- Annex VII: Specimen provisional timetable for measures
- Annex VIII: Specimen reports

SIGNATURES

For the competent national authority,

For the contractor,

Done at on

Done at on ...

In duplicate

ANNEX I

1. Proposal from the contractor (and amending letters) as approved by the Commission

ANNEX II

Summary budget⁵

ACTIONS (for each target country)	1st YEAR	2nd YEAR	3rd YEAR	TOTAL
Action 1*				
Action 2*				
Action N*				
Total cost of airing time/advertising space (1A)				
Total cost of actions excluding the cost of airing time/advertising space (1B)				
Total for actions (1)**				
Costs of performance guarantee				
Fees of the implementing body for media buying (max. 5% of (1A), Annex III, point B.1.2 of the contract)				
Fees of implementing body (maximum 13/15% of (1B), Annex III, point B.1.2 of the contract)				
Measurement of results of actions (maximum 3% of (1), Annex III, point C.5 of the contract)***				
Total direct costs for the programme (2)				
Overheads (maximum [3/5 internal market] [4/6 third countries]% of (2), Annex III, point A.1 of the contract)				
TOTAL FOR PROGRAMME				

* Including fees invoiced on the basis of an hourly rate (Annex III, point B.1.1 of the contract).

** To be completed only in case of flat rate calculation of fees.

***3% for the annual evaluation, 5% for the evaluation of the final phase including an evaluation for the program as a whole.

⁵ These tables may be adapted depending on the programme. If a percentage is applied, the percentage used should be indicated.

TOTAL FINANCIAL CONTRIBUTIONS¹
(as a cash value and as a percentage)

FINANCIAL CONTRIBUTION	1st YEAR		2nd YEAR		3rd YEAR		TOTAL	
	€	%	€	%	€	%	€	%
European Union <i>(not more than 50% or 60%)</i>								
Member State <i>(up to 30%)</i>								
Proposing organisation <i>(at least 20%)</i>								
TOTAL		100		100		100		100

¹ These tables may be adapted depending on the programme. If a percentage is applied, the percentage used should be indicated.

ANNEX III

Eligibility of expenditure: specific rules

Eligible expenditure is limited to the costs of the measures carried out and borne by the contractor and by the implementing body after the date the contract takes effect and prior to its expiry. However, the evaluations provided for in point C.5 of this Annex may be completed up to four months after the date of expiry of each phase of the contract and must be submitted with the applications for the final payment.

It may include some or all of the following categories of expenditure:

A. Contractor's expenditure (overheads and financial costs)

1. Overheads on a flat rate basis may not exceed the following percentages of the total direct cost of implementing the programmes:

A) for the internal market:

- 3% in the case of programmes proposed by one Member State only, or
- 5% in the case of programmes proposed by more than one Member State.

B) for third countries:

- 4% in the case of programmes proposed by one Member State only, or
- 6% in the case of programmes proposed by more than one Member State.

However, the actual costs of measures implemented directly by the contractor are to be ignored for the purpose of calculating the overheads.

2. Costs relating to the performance security provided for in Article 16(3) of Regulation (EC) No 501/2008 shall be eligible.
3. Overheads are admissible only in so far as:
 - the actual total cost of actions which is used as a basis for the calculation of the flat rate can be verified. The total cost of actions shall not include cost already charged to another expenditure category under this contract and cannot be funded from another project.
4. The unused part of the contractor's overheads, as referred to in point 1 above, may be used to increase the cost of the evaluations referred to in point C.5.

B. Implementing body's expenditure

1. Fees

Fees cover all staff, planning, implementation and management costs of measures to be implemented. Travel and subsistence costs are subject to the rules laid down in point 2. Any fees must be presented in the proposal in one of the following ways:

1.1. Fees invoiced on the basis of work actually carried out

These fees are to be presented on the basis of the hourly (not daily) cost, broken down by measure, month, type of staff and person. Invoices must show the duration of the service, the unit cost and the total cost.

However, additional information should be given on the time sheets filled out by the staff concerned, including the place where the service was performed, the number of hours per day, and the part played by the service in the overall measure covered by the contract.

Time sheets are to be certified as correct at least once a month by the project leader or any other competent member of staff. They must be available for checking on the contractor's premises.

For the fees of experts consulted, the implementing body must ensure that the declarations of time worked correspond to the time actually worked.

1.2. Fees invoiced on a flat-rate basis

Such fees may not exceed the following percentages of the actual costs of implementing the measures (excluding the contractor's expenditure (points A.1 and A.2) and the fees referred to in point 1.1 above):

- 13 % in the case of programmes proposed by one Member State only, or
- 15 % in the case of programmes proposed by more than one Member State.

The fee for media buying (procurement of media space at optimal placement and price on radio, internet, TV, print media, etc) will not exceed 5% of the actual cost of airing time/advertising space.

- 1.3. Where the contractor directly implements measures in accordance with Article 13(1) of Regulation (EC) No 501/2008, the fees invoiced on the basis of the work actually carried out are to be presented as set out in point 1.1.

2. Travel and subsistence costs

These costs, incurred in implementing measures under the contract, are eligible, on presentation of supporting documents, under the following conditions:

2.1 Travel costs:

- air ticket in economy class with boarding pass or other appropriate travel documents (i.e. in the case of online bookings, the printout of the electronic reservation);
- rail ticket: first class;
- for car journeys, a maximum allowance of EUR 0.25 per kilometre. The dates and places of departure and arrival and the distance travelled must be specified.

2.2 Accommodation and living expenses

- An accommodation allowance of up to EUR 120/day for the internal market and EUR 180/day for third countries is payable on presentation of paid invoices.
- A flat-rate subsistence allowance of EUR 80/day for the internal market and EUR 90/day for third countries is granted to cover all other costs (meals, local transport, telephone, etc.).
- These allowances are granted for activities away from the place of work and cover the number of days needed to carry out the activity.

C. Other expenditure on implementing measures

1. Costs of group travel and meetings

Where the implementing body is obliged to organise travel or meetings for the programme's target groups, the supporting documents must be accompanied by an attendance list. For example, hotel bills must either be made out in the names of specific individuals or must list the names of all those taking accommodation. In the case of group meals, the names of those present must be specified, together with their function and the purpose of the activity. For related travel costs, appropriate supporting documents such as boarding passes or, in the case of online bookings, the printout of the electronic reservation, should be presented.

2. Plant and equipment

The plant and equipment needed for the activities covered by this contract is to be hired, except where it is cheaper to purchase it or it cannot be hired.

2.1 Expenditure on consumables

Expenditure on consumables covers expenditure linked to the purchase, manufacture or use of plant, goods and equipment which:

- (a) have a life expectancy that is shorter than the duration of the contract work, and
- (b) are not deemed to be fixed assets in accordance with the accounting principles, rules and methods used by the implementing body.

Expenditure on consumables is not regarded as direct costs if it is entered in the accounts by the implementing body, in the form of depreciation or under any other heading.

2.2 Expenditure on durables

Expenditure relating to the purchase or manufacture, after the date on which the contract takes effect, of plant and equipment essential for implementation of the measures which has a life expectancy of not less than the duration of the project is deemed to be eligible expenditure.

This expenditure must comply with national rules on depreciation, the period used to calculate the amount being the period from the date on which the contract comes into effect, or the date on which the plant or equipment is purchased if later than that date, up to the date of expiry of the contract. The rate of use of this plant and equipment during the period concerned will also be taken into account.

3. Computing costs

Computing costs include all expenditure relating to connection time, CPU time, lines printed and the services of service companies. This expenditure can be charged to the contract in accordance with the implementing body's internal rules and on the basis of the computing time and price actually devoted to the work specified in the contract. (The list of computing prices is to be included in the proposal referred to in Annex I.)

4. Publication and distribution costs

Publication and distribution expenditure results from the publishing, translation and distribution of publications and audio-visual material concerning the measures to be implemented under the contract.

5. Evaluation of the results of the measures

The programme budget may include the cost of evaluation of the results of the programme measures:

- a) An evaluation upon expiry of each annual phase of the programme, the cost of which may not exceed 3% of the actual costs of implementing the measures (excluding the costs of the performance guarantee, the overheads and the fees referred to in points A.1 and B.1.2 of this Annex).
- b) The annual evaluation of the final phase must include an evaluation of the results of the programme measures. In that case, the previous amount of 3% is increased to 5%.

Performance of the evaluation referred to in a) and b) will be entrusted to an independent external body that is an expert in the field, and which is selected pursuant to the provisions applicable in the Member State in question.

6. Cost of hiring a celebrity

Actions involving the hiring of a celebrity (for example a chef) can be presented as a daily honorarium. Although the Commission services are in favour of the involvement of a celebrity it cannot accept co-financing of daily fees higher than 2,500 €

D. Presentation of invoices and supporting documents

1. Applications for payment sent to the competent national authority must be accompanied by copies of invoices and supporting documents, which should be classified by budget heading as specified in the proposal. All these documents must be listed in a summary table, together with the amounts expressed in euro and, in the case of Member States outside the euro zone, in their national currency as well.
2. For conversion of expenditure, made by implementing bodies, the contractor or the competent national authority before the stage of declaration to the Commission, the competent authority determines the applicable exchange rate according to national rules, whilst respecting the maximum amounts as laid down in Article 3.
3. However, in case promotional measures carried out by a public body, are part of a tendering procedure in which the amounts are expressed in euro, the applicable exchange rate shall be that provided for in Article 8 of Commission Regulation (EC) No 1913/2006, in connection with Article 11 of that Regulation.

According to Article 8, for the amounts expressed in euro, incurred for promotional measures as part of a tendering procedure, the operative event for the exchange rate shall be the final day for the submission of tenders.

The exchange rate applicable to payments is described in Article 11 of Regulation (EC) No 1913/2006 as follows:

"When an operative event is fixed under E.U. legislation, the exchange rate to be used shall be the most recent rate set by the European Central Bank (ECB) prior to the first day of the month in which the operative event occurs."

4. All supporting documents must give the following information: the subcontractor or the supplier, the service provided with details of the way it relates to the measure in question, the date, the amount (exclusive of VAT) and the registration number. They must be accompanied by proof of payment.
5. In the event of an audit on the premises, the competent national authority, the Commission inspectors or the Court of Auditors must be able to inspect the original documents, classified according to these rules.

E. Ineligible expenditure

The following are not deemed eligible expenditure:

- funds set aside for any future losses or debts;
- taxi and public transport travel expenses covered by a daily allowance;
- bank charges, bank interest and insurance premiums, with the exception of costs relating to the performance guarantee provided for in point A.3 of this Annex;
- losses on exchange of currencies;
- expenditure not falling within the scope of the contract.

ANNEX IV

Rules on the European Union's financial contribution

1. Advertising materials and all documents for the public, including audio-visual material, produced or acquired under the contract must bear the European emblem and accompanying text as depicted below, in the language(s) of the Member State(s) targeted:



CAMPAIGN FINANCED WITH AID FROM THE EUROPEAN UNION
AND (name of Member State in question)⁶.

2. The European emblem must be clearly visible and be the same size, with the same level of visibility, as the emblems of the Member State or Member States concerned and of the contractor. In the case of visual media, the emblem and legend must be clearly visible at the beginning, during or at the end of the message. In the case of audio media, the above legend must be clearly heard at the end of the message.

The basic rules for reproducing the emblem are set out on the following site:

http://europa.eu/abc/symbols/emblem/index_en.htm (or fr.htm)

3. Any failure to mention the European Union's financial contribution in the material and the documents referred to in paragraph 1 may lead to the costs relating to this material being disallowed.

⁶ Or of the public/parafiscal body providing the national financial contribution. The emblem of the Member State or this body may appear on the right-hand side.

ANNEX V

Specimen performance guarantee for contract No

Bank (header)

COMPETENT NATIONAL AUTHORITY

[Purpose/brief description of contract]

We hereby confirm that we give the competent national authority an unconditional and irrevocable joint and several guarantee for an unlimited period for performance of the contract to be concluded between the competent national authority

and

firm/name/address – hereinafter referred to as 'the contractor', to the value of [.....] (in words: euro),

equal to 15% of the maximum annual financial contribution from the European Union and the Member State or Member States concerned, as referred to in Article 3(1) and (2) respectively of the contract.

If the competent national authority gives notice that the contractor has for any reason failed to fulfil its obligations under the contract, the Bank, acting in place of the contractor, undertakes to pay the above amount into a bank account designated by the competent national authority immediately on receipt of a first written request from the competent national authority (sent by registered letter with acknowledgement of receipt).

The Bank waives the right of discussion, any right to withhold performance, any right of retention, any right of avoidance, any right to offset, and the right to assert any other claims which the contractor may have against the competent national authority under the contract or in connection with it or on any other grounds.

The Bank may be released from this guarantee only with the competent national authority's written consent and does not have the right of deposit without its consent.

The Bank's obligations under this guarantee are not affected by any arrangements or agreements made by the competent national authority with the contractor which may concern the latter's obligations under the contract.

This guarantee shall take effect on the day the contract is signed. It shall expire on return of this document, which must occur within [30] days after the final payment under the contract has been made.

[Place/Date]

[Signature/Position]

[Signature/Position]

To be attached: a list of persons authorised to sign the guarantees with specimen signatures.

ANNEX VI

SPECIMEN GUARANTEE FOR ADVANCE

We the undersigned,(bank), represented by,
who is duly empowered to act in this capacity,

confirm that we jointly and severally guarantee(contractor),
whose head office is at,
for the amount of

EUR (in words: euro)

representing 110% of the advance of not more than 30% of the maximum amount for phase
.... of the contract, stipulated in Article 3(1) and (2) of the contract [...] between the
competent national authority and (contractor) relating to ... for ..., as
defined in contract No, signed on ...

We undertake to pay, at the request of the competent national authority and without
postponing payment on any grounds whatsoever, the amount of the above guarantee directly
to the competent national authority, irrespective of any objections raised by
..... (contractor).

This guarantee shall take effect as soon as the advance paid by the competent national
authority into bank account No has been credited in our books and shall be released by
means of a letter of discharge issued by the competent national authority once the advance has
been recovered.

The original of the guarantee will be returned to us.

Done at,

on

[Signature/Position]

[Signature/Position]

To be attached: a list of persons authorised to sign the guarantees with specimen signatures.

ANNEX VIII

A. Model for the quarterly reports

To be completed by the proposing organisation (Articles 18 and 22(3) of the Regulation (EC) No 501/2008)

Report No

(The report should not be more than three pages long, plus the summary financial statements)

Proposing organisation: :.....

Programme name: :.....

Date of the report: :.....

Report period: :.....

Start date of programme: :.....

(EAGF) Contract No :

1. Implementation of measures

List of measures undertaken as shown in the programme (attached to the contract)

1. Measure 1
.....

2. Measure 2
.....

3. Measure 3
.....

n. Measure n
.....

For each measure provide the following information:

Time, place, indications of dimensions: number of participants, number of points of sale, quantity of printed material, length and number of radio/TV spots. For internet sites, give the address. Give details of other key parameters for each measure.

Indicate any amendment to or cancellation of planned measures, and give the reason.

2. Programme development

Mention any observation and any difficulties encountered in implementing the programme. Indicate measures to be implemented in the following period, specifying any changes from what was initially planned.

3. Expenditure incurred included in the quarterly payment application.

A/A	Measures ¹	Payments made ²				
		1st quarter	2nd quarter	3rd quarter	4th quarter	Total (EUR)
1	Measure 1					
2	Measure 2					
3					
4					
5					

¹ Measures described in Annex I to the contract.

² Payments made declared by the proposing organisation for each period.

B. Model for the annual reports

To be completed by the proposing organisation

There are two sections to the annual report (Articles 19, 22(1) and 22(2) of Regulation (EC) No 501/2008):

- a) **A summary of the work carried out and an evaluation of the results obtained,**
- b) Summary financial statement.

Report No

Proposing organisation: :.....
Programme name: :.....
Date of the report: :.....
Report period: :.....
Start date of programme: :.....
(EAGF) Contract No :

A. Brief description of measures

Implementation of measures

List of measures undertaken as shown in the programme (attached to the contract):

- 1. Measure 1
.....
- 2. Measure 2
.....
- 3. Measure 3
.....

- n. Measure n
.....

For each measure provide the following information (where applicable):

Time, place, indications of dimensions: number of participants, number of points of sale, quantity of printed material, length and number of radio/TV spots. For internet sites, give the address. Give details of other key parameters for each measure.

Programme implementation

- Include any relevant observation and mention any difficulties encountered in implementing the programme.
- Indicate any amendment to or cancellation of planned measures, and give the reason.

B. Summary financial statement

To be completed by the proposing organisation

A/A	Measures ¹	Planned budget ² €	Expenditure declared ³	Planned budget – declared expenditure	% diff.
	a	b	c	d=b-c	e=100 x (d / b)
1					
2					
3					

¹ Measures described in Annex I to the contract for the phase in question.

² Budget described in Annex I to the contract for the phase in question.

³ Expenditure declared for the measures carried out during the phase.

	TOTAL				
--	-------	--	--	--	--

C. Financial statement of expenditure incurred

To be completed by the competent authority and sent to the Commission within 30 calendar days of payment of the balance.

(Article 22(4) of Regulation (EC) No 501/2008)

Date: :

Competent authority: :

Programme name: :

(EAGF) Contract No :

1. Financial statement

The competent authority designated below has monitored the performance of the contract on the basis of the list of clauses and conditions, the annual report and the related documents.

It has established [or any other wording corresponding to the result of the checks carried out] that the obligations laid down in the contract have been complied with. The amount representing the total expenditure relating to this programme is shown in the following table.

A/A	Expenditure - Budget	Amount (EUR)
1	Programme budget ¹	
2	Budget for the phase ²	
3	Total expenditure declared for the phase	
4	Eligible expenditure for the measures ³	
5	European Union contribution	
6	Penalties or other reductions	
7	Difference between the planned budget and the eligible expenditure for the phase ⁴	
8	Implementation rate (%) ⁵	

1 Total budget approved by the Commission Decision adopting the programme in question.

2 Budget described in Annex I to the contract for the phase in question.

3 Total expenditure judged eligible for the measures carried out during the phase.

4 Difference between the planned budget (point 2) and the eligible expenditure (point 4).

5 Percentage difference between the planned budget (point 2) and the eligible expenditure (point 4).

2. Summary financial statement

<u>A/A</u>	<u>Measures</u> ⁶	<u>Planned budget</u> ⁷ €	<u>Eligible expenditure</u> ⁸	<u>Planned budget – eligible expenditure</u>	<u>% diff.</u>
	<u>a</u>	<u>b</u>	<u>c</u>	<u>d=b-c</u>	<u>$\frac{e=100 \times}{(d / b)}$</u>
<u>1</u>					
<u>2</u>					
<u>3</u>					
	<u>TOTAL</u>				

3. Performance guarantee

The details of the annual report have been checked against the terms of the contract. The performance guarantee was released on... .

4. Member State's reasoned opinion

Opinion of the competent national authority on the implementation of the tasks in the phase.

Signature

⁶ Measures described in Annex I to the contract for the phase in question.

⁷ Budget described in the contract for the phase in question.

⁸ Expenditure eligible for the measures undertaken during the phase.