

EUROPEAN COMMISSION DIRECTORATE GENERAL FOR INTERPRETATION

PROVISION OF INTERPRETATION DIRECTORATE The Director

GRANT AGREEMENT for an ACTION

SCIC.C1 (2017) 4262827 - EC 03 (2017-2018) GRANT AGREEMENT 30-CE-0885665/00-11

This Agreement ('the Agreement') is concluded between the following parties:

on the one part,

The European Union ('the Union'), represented by the European Commission ('the Commission'), represented for the purposes of signature of the Agreement by Mr. Filip MAJCEN, Director of the Directorate C "Provision of Interpretation" at the Directorate General for Interpretation,

and on the other part, 'the beneficiary'

Charles University in Prague **Faculty of Arts** Ovocný trh 3/5 – 11636 Praha 1 (Czech Republic)

represented for the purposes of signature of the Agreement by Prof. Tomáš ZIMA, MD, DSc. (Rector)

The parties referred to above

HAVE AGREED

to the Special Conditions ("the Special Conditions") and the following Annexes:

Annex I Description of the action General Conditions (hereinafter referred to as the "General Conditions") Annex II Estimated budget of the action Annex III Template of the Progress & Final Technical Reports on the action's Annexes IV implementation (IV), Annex V Template of the Financial Statement Progress Financial statement not applicable Annex V A Annex V B Final Financial statement

Annex V C Details of Expenditure

Annex V D Details of Staff remuneration

which form an integral part of the Agreement.

The provisions in the Special Conditions of the Agreement take precedence over its Annexes.

The provisions in Annex II "General Conditions" take precedence over the other Annexes.

SPECIAL CONDITIONS

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SPECIAL CONDITIONS

ARTICLE I.1 - Subject matter of the agreement

The Commission has decided to award a grant under the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Agreement, for the action entitled EMCI module/specialisation – 2nd year of the Masters course of Conference Interpreting – Charles University – Institute of Translation Studies -3rd and 4th semester – academic year 2017-2018 as described in Annex I.

By signing the Agreement the beneficiary accepts the grant and agrees to implement the action, acting on its own responsibility.

Article II.13.4 and point c) of the sixth subparagraph of Article II.25.3 do not apply.

ARTICLE I.2 - Entry into force and implementation period of the agreement

- **I.2.1** The Agreement enters into force on the date on which the last party signs it.
- I.2.2 The action runs for 13 and half months starting on 15/06//2017 and ending on 31/07/2018.

For a grant for an action such a date shall be later than the date of entry into force of the agreement unless authorised otherwise by the authorising officer, if the applicant can demonstrate the need to start the action before the entry into force of the grant agreement. In any case the indicated date should not be earlier than the date of the submission of the grant application (Article 130 FR post revision).

ARTICLE 1.3 - Maximum amount and form of grant

- I.3.1 The maximum amount of the grant is EUR 41.641,00.
- **I.3.2** The grant takes the form of:
- (a) The reimbursement of 75% (rounded-up) of the eligible costs of the action ("reimbursement of eligible costs"), which are estimated at EUR 55.522,30 and which are:
 - (i) actually incurred ("reimbursement of actual costs") for the following categories of costs for the beneficiary:
 Staff costs assigned to the operation (Chapter A), Travel costs (part of Chapter B).
 - (ii) declared on the basis of an amount per unit ("reimbursement of unit costs") for the following categories of costs for the beneficiary: not applicable
 - (iii) reimbursement of lump sum costs: not applicable

- (iv) declared on the basis of a flat-rate up to a maximum of 7% of the eligible direct costs ("reimbursement of flat-rate costs") for the beneficiary as indicated in article I.3.2.
- (v) reimbursement of costs declared on the basis of the beneficiary's usual cost accounting practices: not applicable
- (b) unit contribution: not applicable
- (c) lump sum contribution: not applicable
- (d) flat-rate contribution: not applicable

ARTICLE I.4 – REPORTING, REQUESTS FOR PAYMENTS AND SUPPORTING DOCUMENTS

I.4.1 Reporting periods

A report is required to support each request for payment except the 1st prefinancing (cfr. 1.4.2 and 1.4.4).

I.4.2 Request for second pre-financing payment and supporting documents

Not applicable

I.4.3 Request[s] for interim payment[s] and supporting documents

Not applicable

I.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 action.

This request must be accompanied by the following documents:

This request must be accompanied by the following documents:

- (a) a Final Report on the action's implementation (cfr. Template IV)
- (b) a Final Financial Statement (cfr Template V B):

 The final financial statement must be drawn up in accordance with the structure of the estimated budget set out in Annex III and in accordance with Annex V B and detail the amounts for each of the forms of grant set out in Article I.3.2 for the last reporting period;
- (c) Details of expenditure (cfr. Template V C):

 This statement must detail the expenses of Annex VB as proposed by the template
- (d) Details of staff remuneration (cfr. Template VI D)

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 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.

In addition, the beneficiary must certify that all the receipts referred to in Article II.25.3 have been declared.

I.4.5 Information on cumulative expenditure incurred

Not applicable

I.4.6 Currency for requests for payment and financial statements - Conversion by the Commission

Requests for a 2nd pre-financing and payment of the balance and financial statements must be drafted by the beneficiary in the currencies in which its general accounts are drawn up.

The Commission must convert the amount requested in another currency into euros and use the average of the monthly rate published on its web-site: http://ec.europa.eu/budget/contracts grants/info contracts/inforeuro/inforeuro en.cfm,

I.4.7 Language of requests for payments, technical reports and financial statements

All requests for payments, technical reports and financial statements should preferably be submitted in English or French or German.

ARTICLE 1.5 — PAYMENTS AND PAYMENT ARRANGEMENTS

I.5.1 Payments to be made

The Commission must make the following payments to the beneficiary:

- one pre-financing payment;
- one payment of the balance, on the basis of the request for payment of the balance referred to in Article I.4.4.

I.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 the Union until it is cleared against interim payments or, if it is not cleared against interim payments, until the payment of the balance.

The Commission must make a first pre-financing payment of EUR 29.148,70 (70% of the maximum grant amount specified in Article I.3) to the beneficiary within 30 calendar days from the entry into force of the Agreement.

I.5.3 Interim payment[s]

Not applicable

I.5.4 Payment of the balance

The payment of the balance reimburses or covers the remaining part of the eligible costs incurred by the beneficiary 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, the payment of the balance takes the form of a recovery as provided for by Article II.26.

If the total amount of earlier payments is lower than the final amount of the grant determined in accordance with Article II.25, the Commission must pay the balance within 60 calendar days from when it receives the documents referred to in Article I.4.4, except if Article II.24.1 or II.24.2 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.

The Commission determines the amount due as the balance by deducting the total amount of pre-financing and interim payments (if any) already made from the final amount of the grant determined in accordance with Article II.25.

The amount to be paid may, however, be offset, without the beneficiary's consent, against any other amount owed by the beneficiary to the Commission or to an executive agency (under the EU or Euratom budget), up to the maximum amount of the grant.

I.5.5 Notification of amounts due

The Commission must send a formal notification to the beneficiary:

- (a) informing it of the amount due; and
- (b) specifying whether the notification concerns a further pre-financing payment, an interim payment or the payment of the balance.

For the payment of the balance, the Commission must also specify the final amount of the grant determined in accordance with Article II.25.

I.5.6 Interest on late payment

If the Commission 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 Agreement).

If the Commission suspends the time limit for payment as provided for in Article II.24.2 or if it suspends an actual payment as provided for in Article II.24.1, 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 I.5.8. The Commission does not consider payable interest when determining the final amount of grant within the meaning of Article II.25.

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.

I.5.7 Currency for payments

The Commission must make payments in euros.

I.5.8 Date of payment

Payments by the Commission are considered to have been carried out on the date when they are debited to its account.

I.5.9 Costs of payment transfers

Costs of the payment transfers are borne as follows:

- (a) the Commission 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.

I.5.10 Payments to the beneficiary

The Commission must make payments to the beneficiary.

Payments to the beneficiary discharge the Commission from its payment obligation.

ARTICLE I.6 — Bank account for payments

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

Name of bank: Komerční Banka A.S.

Precise denomination of the account holder: Univerzita Karlova v Praze
Full account number (IBAN):

Reference of payment to be indicated:

ARTICLE 1.7 — Data Controller, Communication details to the parties

I.7.1 Data controller

The entity acting as a data controller as provided for in Article II.7 shall be the Head of Unit S2 (Mrs Valerie DE LEEUW at DG Interpretation (European Commission).

I.7.2 Communication details of the Commission

Any communication addressed to the Commission must be sent to the following address:

European Commission

Directorate General for Interpretation

Unit C1 (Multilingualism and interpreter training support)

Office B 100 07/007

B – 1049 Brussels (Belgium)

and

SCIC-Grants-to-universities@ec.europa

I.7.3 Communication details of the beneficiary

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

Charles University in Prague
Faculty of Arts/ Institute of Translation Studies
Hybernská 3, 110 00 Praha 1 (Czech Republic)

ARTICLE I.8 — Special provisions on budget transfers

By way of derogation from the first subparagraph of Article II.22, the budget transfer(s) between chapters is/are limited to 10% of the total estimated eligible costs of the action specified in Article I.3.2.

The beneficiary shall inform the European Commission in writing of any budget transfer(s) before implementing it. Transfers beyond the above ceiling require an amendment to the grant agreement before their execution.

ARTICLE I.9 — Visibility

By accepting this grant the EU funding must be clearly be displayed (cfr. to Article II.8).

ARTICLE I.10 – Special provisions on the conversion of costs incurred in another currency into Euro (if applicable)

By way of derogation from Article II.23.4 requests for payment and financial statements shall be drafted by the beneficiary in the currencies in which its general accounts are drawn up.

For the purpose of determining the amount to be paid in Euro, conversion into Euro of requests for payments shall be made on the basis of the average of the monthly rate published on its website:

http://ec.europa.eu/budget/contracts grants/info contracts/inforeuro/inforeuro en.cfm).

ARTICLE I.11 - Inapplicability of the no-profit principle

By way of derogation from Article II.25.3, the no-profit principle does not apply to the action.

SIGNATURES

For the beneficiary

Prof. Tomáš ZIMA, MD, DSc.

Rector

For the Commission

Filip MAJCEN

Director (Directorate C)



[signature]

Done at Prague,

(date) 18.09.2017

In duplicate in English

[signature]

Done at Brussels,

25.9.2017

(date)