Agreement number: 2019 - 1936 / 001 - 001

Multi beneficiaries model agreement: June 2019

EUROPEAN COMMISSION
Education, Audiovisual and Culture Executive Agency

Erasmus+ Capacity Building in the field of Higher Education

GRANT AGREEMENT FOR AN ACTION WITH MULTIPLE BENEFICIARIES

UNDER "ERASMUS+ CAPACITY BUILDING IN THE FIELD OF HIGHER EDUCATION"

AGREEMENT NUMBER 2019 - 1936 / 001 - 001

Project reference number 609743-EPP-1-2019-1-SE-EPPKA2-CBHE-JP

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

on the one part,

The, **Education, Audiovisual and Culture Executive Agency** (hereinafter referred to as "the Agency"), acting under powers delegated by the European Commission (hereinafter referred to as "the Commission") represented for the purposes of signature of this Agreement by Mr Ralf Rahders Head of Unit Erasmus+: Higher Education - International Capacity Building,

and

on the other part,

'the coordinator'

GOETEBORGS UNIVERSITET
VASAPARKEN,
PO BOX 100
SE- 405 30 GOETEBORG

represented for the purposes of signature of the Agreement by **Eva Wiberg**

and the other beneficiaries listed in Annex IV and duly represented for the signature of the Agreement by the coordinator by virtue of the mandates included in Annex IV.

Unless otherwise specified, references to 'beneficiary' and 'beneficiaries' include the coordinator.

Whereas the Commission has taken a decision n° C(2013)8550 of 04/12/2013 as amended by decision n° C(2016)5719 of 13/09/2016 and n° C(2014)6158 of 03/09/2014 as amended by decision n° C(2016)5753 of 13/09/2016 authorizing the use of lump sums, reimbursement on the basis of unit costs and flat-rate under the Erasmus+ Programme;

GW

The parties referred to above

HAVE AGREED

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

Annex I	Description of the action
Annex II	General Conditions ('the General Conditions')
Annex III	Estimated budget of the action
Annex IV	List of beneficiaries (and affiliated entities if applicable) and Mandates provided to the coordinator by the other beneficiaries
Annex V	Model technical report
Annex VI	Model financial statements
Annex VII	Model terms of reference for the certificate on the financial statements[1]
Annex VIII	Model terms of reference for the certificate on the compliance of the cost accounting practices: not applicable
Annex IX	Model terms of reference for the operational verification report: not applicable

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.

[1] Report of Factual Findings on the Final Financial Report – Type II

SPECIAL CONDITIONS

ARTICLE I.1 — SUBJECT MATTER OF THE AGREEMENT

The Agency 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 **Strategic Environmental Assessment for Capacity Development in Higher Education (SEA-ASIA)**, as described in Annex I.

By signing the Agreement, the beneficiaries accept the grant and agree to implement the *action*, acting on their own responsibility.

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 as of ***15-11-2019*** ("the starting date of the action") and ends on **14-11-2022**.

ARTICLE I.3 — MAXIMUM AMOUNT AND FORM OF THE GRANT

I.3.1 The ***maximum amount of the grant*** is **EUR 999.945,00.**

I.3.2 The grant takes **the form** of:

(a) the reimbursement of 100% of the eligible costs of the *action* ('reimbursement of eligible costs'), which are:

(i) actually incurred ('reimbursement of actual costs') for the following categories of costs: *Equipment costs, Subcontracting costs and Exceptional costs*;

(ii) reimbursement of unit costs: not applicable

(iii) reimbursement of lump sum costs: not applicable

(iv) reimbursement of flat-rate costs: not applicable

(v) reimbursement of costs declared on the basis of the beneficiary's usual cost accounting practices: not applicable;

(b) A unit contribution ('unit contribution') to cover the following categories of eligible costs as indicated in Annex III: *Staff Costs, Travel Costs and Costs of Stay*

(c) lump sum contribution: not applicable;

(d) flat-rate contribution: not applicable;

(e) Financing not linked to costs: not applicable.

4W

Article I.4 — Reporting — Requests for payment and supporting documents

I.4.1 Reporting periods

The *action* is divided into the following *reporting periods*:

- Reporting period 1: from month 1 to month 18;

- Reporting period 2: from month 1 to the last month of the action.

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

The coordinator must submit a request for second pre-financing payment within 6 months following the end of the first reporting period.

The request must be accompanied by a statement on the amount of the previous pre-financing instalment used to cover costs of the action ('statement on the use of the previous pre-financing instalment'). The statement must be drawn up in accordance with Annex V.

The progress report on the implementation of the action ('technical report on progress') must be submitted within 60 calendar days following the end of the first reporting period.

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 coordinator 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 report on implementation of the action ('final technical report'), drawn up in accordance with Annex V, containing:

  (i) the information needed to justify the eligible costs declared and the contribution requested on the basis of financing not linked to costs, unit costs and lump sums (where the grant takes the form of the reimbursement of unit or lump sum costs, of financing not linked to costs, or of a unit or lump sum contribution, as provided for in Article I.3.2(a)(ii) and (iii), (b), (c) or (e));

  (ii) information on subcontracting as referred to in Article II.11.1(d);

(b) a final financial statement ('final financial statement'). The final financial statement must include a consolidated statement and a breakdown of the amounts claimed by each beneficiary and its affiliated entities.

  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 VI and detail the amounts for each of the forms of grant set out in Article I.3.2 for the whole implementation period of the action

(c) a summary financial statement ('summary financial statement').

This statement must include a consolidated financial statement and a breakdown of the amounts declared or requested by each beneficiary and its affiliated entities, aggregating the financial statements already submitted previously

The summary financial statement must be drawn up in accordance with Annex VI;

(d) a certificate on the financial statements and underlying accounts ('certificate on the financial statements') for each beneficiary and for each affiliated entity. This certificate must be produced by an approved external auditor or, in case of public bodies, by a competent and independent public officer and drawn up in accordance with Annex VII[2].

The coordinator must certify that the information provided in the request for payment of the balance is full, reliable and true.

The coordinator 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.

I.4.5 Information on cumulative expenditure incurred

Not applicable

I.4.6 Currency for requests for payment and financial statements and conversion into euro

Requests for payment and financial statements must be drafted in euros.

Beneficiaries 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*, determined over the corresponding reporting period (available at http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html).

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.
Beneficiaries and affiliated entities with general accounts in euros must convert costs incurred in another currency into euros in accordance with their usual accounting practices.

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

All requests for payments, technical reports and financial statements must be submitted in English, French or German, preferably in English, indicating the number of the Agreement and the Project reference number.

[2] Report of Factual Findings on the Final Financial Report – Type II]

EW

ARTICLE I.5 — PAYMENTS AND PAYMENT ARRANGEMENTS

I.5.1 Payments to be made

The Agency must make the following payments to the coordinator:

- a first pre-financing payment;

- a second pre-financing payment, on the basis of the request for the second pre-financing payment referred to in Article I.4.2;

- 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 payments

The aim of the pre-financing is to provide the beneficiaries with a float. The pre-financing remains the property of the European Union ('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 Agency must make a first pre-financing payment of 50% of the maximum amount specified in Article I.3.1 to the coordinator within 30 calendar days from the entry into force of the Agreement, except if Article II.24.1 applies.

The Agency must make a second pre-financing payment of 40% of the maximum amount specified in Article I.3.1 to the coordinator within 60 calendar days from when the Agency receives the request for second pre-financing payment referred to in Article I.4.2, except if Article II.24.1 or II.24.2 apply.

The financial guarantee, if applicable, must fulfil the following conditions:

(a) it is provided by a bank or an approved financial institution or, if requested by the coordinator and accepted by the Agency, by a third party;
(b) the guarantor stands as first-call guarantor and does not require the Agency to first have recourse against the principal debtor (i.e. the beneficiary concerned); and
(c) it explicitly remains in force until the pre-financing is cleared against interim payments or payment of the balance by the Agency. If payment of the balance takes the form of a recovery, the financial guarantee must remain in force until three months after the debit note is notified to a beneficiary. The Agency must release the guarantee within the following month.

If the statement on the use of the previous pre-financing instalment submitted in accordance with Article I.4.2 shows that less than 70 % of the previous pre-financing instalment paid has been used to cover costs of the action, the amount of the new pre-financing to be paid must be reduced by the difference between the 70 % ceiling and the amount used.

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 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, 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 Agency 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 Agency 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 contribution indicated for that beneficiary, in the estimated budget in Annex III.

I.5.5 Notification of amounts due

The Agency must send a *formal notification* to the coordinator:

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

For the payment of the balance, the Agency 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 Agency does not pay within the time limits for payment, the beneficiaries are 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 all beneficiaries are Member States 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 Agency suspends the time limit for payment as provided for in Article II.24.2 or if it suspends an actual payments 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 Agency 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 coordinator only if the coordinator requests it within two months of receiving late payment.

I.5.7 Currency for payments

The Agency must make payments in euros.

I.5.8 Date of payment

Payments by the Agency 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 Agency and/or 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 coordinator

The Agency must make payments to the coordinator.

Payments to the coordinator discharge the Agency from its payment obligation.

ARTICLE I.6 — BANK ACCOUNT FOR PAYMENTS

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

Name of bank: **DANSKE BANK**
Address of branch: **TULLHUSGATAN 1B,**
SE - KARLSTAD
Precise denomination of the account holder: **GOTEBORGS UNIVERSITET**
Full account number (including bank codes): **IBAN _ONLY**
IBAN code: **SE6512000000012810120366**

ARTICLE I.7 — DATA CONTROLLER, COMMUNICATION DETAILS OF THE PARTIES

I.7.1 Data controller

The entity acting as a data controller as provided for in Article II.7 is the Director of the Agency.

I.7.2 Communication details of the Agency

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

Education, Audiovisual and Culture Executive Agency
Mr Ralf Rahders
Unit A4 - Erasmus+: Higher Education - International Capacity Building
Office: J-59 04/ 033
1, Avenue du Bourget
BE-1049 Brussels

Any communication addressed by e-mail to the Agency shall be sent to the functional mailbox (EACEA-EPLUS-CBHE-PROJECTS@ec.europa.eu) AND to the Project Officer in charge.

I.7.3 Communication details of the beneficiaries

Any communication from the Agency to the beneficiaries must be sent to the following address:

Anders Ekbom
GOETEBORGS UNIVERSITET
Aschebergsgatan 44 ,
PO BOX 100
SE - 405 30 Gothenburg

ARTICLE I.8 — ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

In accordance with Article II.9.3, whereby the Agency and/or the Union 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) of, 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, dub the results of the action in all 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 in Article II.9.3 of the General Conditions.

The beneficiaries must ensure that the Agency and/or the Union has the rights of use specified in the General Conditions for the whole duration of the industrial or intellectual property right[s] concerned.

ARTICLE I.9 — INELIGIBLE COSTS

In addition to Article II.19.4 of the General Conditions, the following costs are ineligible:

- equipment such as: furniture, motor vehicles of any kind, equipment for research and development purposes, telephones, mobile phones, alarm systems and anti-theft systems;
- costs of premises (purchase, rent, heating, maintenance, repairs etc.).
- costs linked to the purchase of real estate;
- expenses for activities - and related travel - that are not carried out in the project beneficiaries' country (see Annex IV), unless listed as an eligible activity in the Erasmus+ Programme Guide or explicit prior authorisation has been granted by the Agency;
- depreciation costs (see Art.I.13).

ARTICLE I.10 - ADDITIONAL PROVISIONS ON AWARD OF CONTRACTS AND SUBCONTRACTING

In addition to the provisions set out in Article II.10 of the General Conditions, where the value of a contract awarded in accordance with those Articles is over EUR 25.000 and less than EUR 134.000, the beneficiaries shall launch a tendering procedure and obtain competitive offers from at least three suppliers and retain the one offering best value for money, observing the principles of transparency and equal treatment of potential contractors and taking care to avoid conflicts of interests. Where the value of a contract awarded in accordance with those Articles exceeds EUR 134.000, national legislation will be applicable.
The beneficiaries may not split the purchase of equipment into smaller contracts below the threshold. The co-ordinator must clearly document the tendering procedure and retain the documentation in particular for audit purposes in accordance with Article II.27 of the General Conditions.

ARTICLE I.11 — OBLIGATION TO CONCLUDE AN INTERNAL COOPERATION AGREEMENT

The beneficiaries must conclude an internal cooperation agreement including provisions on the management, operation and coordination of the beneficiaries and the implementation of the action.

A signed copy of this partnership agreement will have to be provided by e-mail to the Agency within 6 months of the signature of this Agreement. Where the beneficiaries have failed to submit this partnership agreement, the provisions set out in Article II.17.3.1 of the General Conditions will apply.

ARTICLE I.12 — INAPPLICABILITY OF THE NO-PROFIT PRINCIPLE

As an exception to Article II.25.3, the no-profit principle does not apply.

ARTICLE I.13 — ELIGIBILITY OF EQUIPMENT COSTS

By way of derogation from Article II.19.2 (c) of the General Conditions, and considering the particular nature of the Erasmus+ Programme - Capacity Building in the field of higher education, the total purchase cost of the equipment will be taken into account by the Agency rather than the equipment's depreciation corresponding to the duration of the action and the rate of actual use for the purposes of the action. Depreciation costs shall be considered ineligible.

ARTICLE I.14 — SPECIAL PROVISIONS ON BUDGET TRANSFERS

By way of derogation from the first subparagraph of Article II.22 of the General Conditions, the coordinator may, in agreement with the beneficiaries, when carrying out the action, adjust the estimated budget by transfers between categories of eligible costs, provided that this adjustment of expenditure does not affect the implementation of the action and the transfer between categories does not exceed 10% of the amount of each category of estimated eligible costs for which the transfer is intended, and without exceeding the total eligible costs indicated in Article I.3.

ARTICLE I.15 – PUBLICITY OBLIGATIONS

1. For the purpose of Article II.8 of the grant agreement, relating to the publicity and use of the relevant logo, the beneficiaries must follow the instructions available on the following website: https://eacea.ec.europa.eu/about-eacea/visual-identity_en

2. The beneficiaries must inform the public, press and media of the action (internet included), which must, in conformity with Article II.8 mentioned above, visibly indicate "with the support of the Erasmus+ Programme of the European Union" as well as the graphic logos.
3. Where the action, or part of the action, is a publication, the mention and graphic logos must appear on the cover or the first pages following the editor's mention.
4. If the action includes events for the public, signs and posters related to this action must be displayed. This must include the logos mentioned under point 1. Authorisation to use the logos described in point 1 implies no right of exclusive use and is limited to this agreement.

ARTICLE I.16 — DISSEMINATION AND EXPLOITATION OF RESULTS

Beneficiaries of grants under the Erasmus+ Programme have the duty to ensure that the work undertaken within the framework of this grant agreement and the results accruing from it receive substantial visibility. The co-ordinator must pay specific attention to the importance of dissemination, exploitation of results of the action and to their visibility at a transnational level. In this respect, the co-ordinator must:

(a) create and maintain (at least during the project lifetime) a website for the action. The website must be kept up-to-date with at least: a description of the project, the contact details of the co-ordinator, the list of beneficiaries, mention of the European Union's financial support with the relevant logo (see Article I.15), and access to all results, as and when they become available.

(b) update the project summary in accordance with the instructions provided in Annex IV.

(c) provide during the project lifetime the Agency and/or the Commission with the information requested in order to promote the Erasmus+ Programme and disseminate the results. This may include answering questionnaires and entering data into databases.

(d) use Erasmus+ Project Result Platform, on the website http://ec.europa.eu/programmes/erasmus-plus/projects/ to disseminate project results and deliverables in accordance with the instructions provided therein. The approval of the final report will be subject to the upload of the project results/deliverables on the aforementioned platform by the time of its submission.

ARTICLE I.17 – MEETINGS BETWEEN AGENCY AND BENEFICIARIES

Representatives of the co-ordinator (and other beneficiaries if required) shall participate in meetings organised by the Agency. There will be up to 2 meetings per year. The expenses for participation will be considered eligible costs.

ARTICLE I.18 – GRANT REDUCTION IN THE CASE OF NON-COMPIANCE WITH AN OBLIGATION UNDER THE GRANT AGREEMENT AND FOR NON-, POOR, PARTIAL, OR LATE IMPLEMENTATION

1. For the purpose of poor, partial or late implementation as provided for in Article II.25.4, the assessment of the implementation of the project will be performed by the Agency, which will result in the award of a score comprised between 0% and 100%, where 0% is at the bottom of the rating scale (corresponding to the worst quality of implementation) and 100% is at the top (corresponding to the best quality of implementation).

2. The score awarded will take into account the existence and seriousness of non-, poor, partial or late implementation, and its impact on the achievement of the project. If the score is below 50%, the following reduction rates may be applied on the maximum amount of the grant provided for in the grant agreement:

• 25% if the project scores at least 40% and below 50%, meaning that some objectives/results set in the application have not been reached, limiting the global result of the project;

• 35% if the project scores at least 30% and below 40% meaning that several important objectives/results set in the application have not been reached, the global result of the project has been affected and the project can be considered only partially achieved;

• 55% if the project scores at least 20% and below 30% meaning that the majority of the objectives/results set in the application have not been reached, the global result of the project has been strongly affected and the project cannot be considered achieved;

• 75% if the project scores below 20%, meaning that any objectives/results set in the application have not been reached and any substantial outcomes of the project have not been reached in a satisfactory way.

3. Without prejudice to the right to terminate the grant, the Agency may also apply a 20%-reduction rate on the maximum amount of the grant if an obligation under the Grant Agreement has been breached, in particular in case of non-compliance with the obligation of visibility of Union funding set out in Article II.8 which constitutes a substantial obligation.

ARTICLE I.19 — SETTLEMENT OF DISPUTES WITH NON-EU BENEFICIARIES

This provision applies where a beneficiary is legally established in a country other than a Member State of the European Union (the 'non-EU beneficiary').

As an exception to Article II.18.2, any of the parties (the Agency or the non-EU beneficiary) may bring before the Belgian Courts any dispute between them concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably.

Where one party has brought proceedings before the Belgian Courts, the other party may not bring a claim arising from the interpretation, application or validity of the Agreement in any other court than the Belgian Courts before which the proceedings have already been brought.

ARTICLE I.20 – COOPERATION OBLIGATIONS

Considering that the Agency cooperates with some bodies for the management of the Erasmus+ Programme, in particular with the EU Delegations and for those countries concerned the National Erasmus+ Offices (NEO), the beneficiaries shall provide these bodies with all the information relevant for the implementation of the tasks entrusted to them and shall grant access to their sites, premises and documents for any question relating to the action.

ARTICLE I.21 – EU RESTRICTIVE MEASURES

Grant beneficiaries must ensure that there is no detection of subcontractors, natural persons, including participants to workshops and/or trainings and recipients of financial support to third parties, in the lists of EU restrictive measures. The lists of persons, groups, entities subject to the EU restrictive measures are maintained by the Service for Foreign Policy Instrument and published on the following website: www.sanctionsmap.eu

ARTICLE I.22 – ADDITIONAL PROVISIONS ON COMBATING FORMS OF RACISM AND XENOPHOBIA BY MEANS OF CRIMINAL LAW

The Beneficiary(ies) and the recipients of financial support to third parties shall not engage in activities as defined in Article 1.1 a) to d) and Article 1.3 of the EU Framework Decision 2008/913/JHA of 28 November 2008 on "combating certain forms and expressions of racism and xenophobia by means of criminal law".

This shall be without prejudice to the respect of fundamental rights as enshrined in Article 6 of Treaty on the European Union including the right of freedom of expression and information and the right of freedom of assembly and association as contained and the European Convention for the Protection of Human Rights and Fundamental Freedoms.

UNIVERSITY OF GOTHENBURG

SIGNATURES

For the coordinator
Eva Wiberg
Function: Vice-Chancellor

Signature
Done at Gothenburg, date 2019-11-27

For the Agency
Ralf RAHDERS
Head of Unit

Signature
Done at Brussels, ...

In duplicate in English

ANNEX I

DESCRIPTION OF THE ACTION

The grant awarded aims at implementing the Action as submitted by the Coordinator and registered under the reference number:

609743-EPP-1-2019-1-SE-EPPKA2-CBHE-JP

ANNEX II
General Conditions

ANNEX II — GENERAL CONDITIONS

Table of Contents

PART A — LEGAL AND ADMINISTRATIVE PROVISIONS

Article II.1 — Definitions

Article II.2 — General obligations and roles of the beneficiaries

II.2.1 - General obligations and role of the beneficiaries

II.2.2 - General obligations and role of each beneficiary

II.2.3 - General obligations and role of the coordinator

Article II.3 — Communication between the parties

II.3.1 - Form and means of communication

II.3.2 - Date of communications

Article II.4 — Liability for damages

Article II.5 — Conflict of interests

Article II.6 — Confidentiality

Article II.7 — Processing of personal data

II.7.1 - Processing of personal data by the Agency

II.7.2 - Processing of personal data by the beneficiaries

Article II.8 — Visibility of Union funding

II.8.1 - Information on Union funding and use of the European Union emblem

II.8.2 - Disclaimers excluding Agency and Commission responsibility

Article II.9 — Pre-existing rights and ownership and use of the results (including intellectual and industrial property rights)

II.9.1 - Ownership of the results by the beneficiaries

II.9.2 - Pre-existing rights

II.9.3 - Rights of use of the results and of pre-existing rights by the Union

Article II.10 — Award of contracts necessary for the implementation of the action

Article II.11 — Subcontracting of tasks forming part of the action

Article II.12 — Financial support to third parties

Article II.13 — Amendments to the agreement

Article II.14 — Assignment of claims for payments to third parties

Article II.15 — Force majeure

Article II.16 — Suspension of the implementation of the action

II.16.1 - Suspension of implementation by the beneficiaries

II.16.2 - Suspension of implementation by the Agency

II.16.3 - Effects of the suspension

Article II.17 — Termination of the agreement

II.17.1 - Termination of the Agreement by the coordinator

II.17.2 - Termination of the participation of one or more beneficiaries by the coordinator

II.17.3 - Termination of the Agreement or the participation of one or more beneficiaries by the Agency

II.17.4 - Effects of termination

Article II.18 — Applicable law, settlement of disputes and enforceable decisions

PART B — FINANCIAL PROVISIONS

Article II.19 — Eligible costs

II.19.1 - Conditions for the eligibility of costs

II.19.2 - Eligible direct costs

II.19.3 - Eligible indirect costs

II.19.4 - Ineligible costs

Article II.20 — Identifiability and verifiability of the amounts declared

II.20.1 - Declaring costs and contributions

II.20.2 - Records and other documentation to support the costs and contributions declared

II.20.3 - Conditions to determine the compliance of cost accounting practices

Article II.21 — Eligibility of costs of entities affiliated to the beneficiaries

Article II.22 — Budget transfers

Article II.23 — Non-compliance with reporting obligations

Article II.24 — Suspension of payments and time line for payment

II.24.1 - Suspension of payments

II.24.2 - Suspension of the time limit for payments

Article II.25 — Calculation of the final amount of the grant

II.25.1 - Step 1 —Application of the reimbursement rate to the eligible costs and addition of the financing not linked to costs, unit, flat-rate and lump sum contributions

II.25.2 - Step 2 — Limit to maximum amount of the grant

II.25.3 - Step 3 — Reduction due to the no-profit rule

II.25.4 - Step 4 — Reduction due to improper implementation or breach of other obligations

Article II.26 — Recovery

II.26.1 - Recovery at the time of payment of the balance

II.26.2 - Recovery after payment of the balance

II.26.3 - Recovery procedure

II.26.4 - Interest on late payment

II.26.5 - Bank charges

Article II.27 — Checks, audits and evaluations

II.27.1 - Technical and financial checks, audits, interim and final evaluations

II.27.2 - Duty to keep documents

II.27.3 - Obligation to provide information

II.27.4 - On-the-spot visits

II.27.5 - Contradictory audit procedure

II.27.6 - Effects of audit findings

II.27.7 - Correction of systemic or recurrent irregularities, fraud or breach of obligations

II.27.8 - Rights of OLAF

II.27.9 - Rights of the European Court of Auditors and EPPO

PART A — LEGAL AND ADMINISTRATIVE PROVISIONS

ARTICLE II.1 — DEFINITIONS

The following definitions apply for the purpose of the Agreement:

'Action': the set of activities or the project for which the grant is awarded, to be implemented by the beneficiaries as described in Annex I.

'Breach of obligations': failure by a beneficiary to fulfil one or more of its contractual obligations.

'Confidential information or document': any information or document (in any format) received by either party from the other or accessed by either party in the context of the implementation of the Agreement that any of the parties has identified in writing as confidential. It does not include information that is publicly available.

'Conflict of interests': a situation where the impartial and objective implementation of the Agreement by a beneficiary is compromised for reasons involving family, emotional life, political or national affinity, economic interest, any other direct or indirect personal interest or any other shared interest with the Agency or any third party related to the subject matter of the Agreement.

'Direct costs': those specific costs which are directly linked to the implementation of the action and can therefore be attributed directly to it. They may not include any indirect costs;

'*Force majeure*': any unforeseeable, exceptional situation or event beyond the control of the parties that prevents either of them from fulfilling any of their obligations under the Agreement, which is not attributable to error or negligence on their part or on the part of the subcontractors affiliated entities or third parties in receipt of financial support and which proves to be inevitable despite their exercising due diligence. The following cannot be invoked as *force majeure*: labour disputes, strikes, financial difficulties or any default of a service, defect in equipment or materials or delays in making them available, unless they stem directly from a relevant case of *force majeure*;

'Formal notification': form of communication between the parties made in writing by mail or electronic mail which provides the sender with compelling evidence that the message was delivered to the specified recipient;

'Fraud': any act or omission relating to the use or presentation of false, incorrect or incomplete statements or documents, which has as its effect the misappropriation or wrongful retention of funds or assets from the Union budget, the non-disclosure of information in violation of a specific obligation, with the same effect or the misapplication of such funds or assets for purposes other than those for which they were originally granted.

'Grave professional misconduct': a violation of applicable laws or regulations or ethical standards of the profession to which a person or entity belongs, or any wrongful conduct of a person or entity which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence.

'Implementation period': the period of implementation of the activities forming part of the action, as specified in Article I.2.2;

'Indirect costs': those costs which are not specific costs directly linked to the implementation of the action and which therefore cannot be attributed directly to it. They may not include any costs identifiable or declared as eligible direct costs;

'Irregularity': any infringement of a provision of Union law resulting from an act or omission by a beneficiary, which has or would have the effect of prejudicing the Union's budget;

'Maximum amount of the grant': the maximum EU contribution to the action, as defined in Article I.3.1;

'Pre-existing material': any materials, document, technology or know-how which exists prior to the beneficiary using it for the production of a result in the implementation of the action;

'Pre-existing right': any industrial and intellectual property right on pre-existing material; it may consist in a right of ownership, a licence right and/or a right of use belonging to the beneficiary or any other third parties;

'Related person': any natural or legal person who is a member of the administrative management or supervisory body of the beneficiary or who has powers of representation, decision or control with regard to the beneficiary;

'Starting date': the date on which the implementation of the action starts as provided for in Article I.2.2;

'Subcontract': a procurement contract within the meaning of Article II.10, which covers the implementation by a third party of tasks forming part of the action as described in Annex I.

ARTICLE II.2 — GENERAL OBLIGATIONS AND ROLES OF THE BENEFICIARIES

II.2.1 General obligations and role of the beneficiaries

The beneficiaries:

(a) are jointly and severally liable for carrying out the *action* in accordance with the Agreement. If a beneficiary fails to implement its part of the *action*, the other beneficiaries become responsible for implementing this part (but without increasing the *maximum amount of the grant*);

(b) must comply jointly or individually with any legal obligations they are bound by under applicable EU, international and national law;

(c) must make appropriate internal arrangements to implement the *action* properly. The arrangements must be consistent with the terms of the Agreement. If provided for in the Special Conditions, those arrangements must take the form of an internal cooperation agreement between the beneficiaries.

II.2.2 General obligations and role of each beneficiary

Each beneficiary must:

(a) inform the coordinator immediately of any events or circumstances of which the beneficiary is aware, that are likely to affect or delay the implementation of the *action*;

(b) inform the coordinator immediately:

(i) of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative;

(ii) of any change in the legal, financial, technical, organisational or ownership situation of its affiliated entities and of any change in their name, address or legal representative;

(iii) of any change regarding the exclusion situations listed in Article 136 of Regulation (EU) 2018/1046, including for its affiliated entities;

(c) submit in due time to the coordinator:

(i) the data needed to draw up the reports, financial statements and other documents provided for in the Agreement;

(ii) all the necessary documents required for audits, checks or evaluations as provided for in Article II.27.

(iii) any other information to be provided to the Agency under the Agreement, except if the Agreement requires such information to be submitted directly by the beneficiary.

II.2.3 General obligations and role of the coordinator

The coordinator:

(a) must monitor the implementation of the *action* in order to make sure that the *action* is implemented in accordance with the terms of the Agreement;

(b) is the intermediary for all communications between the beneficiaries and the Agency, except if provided otherwise in the Agreement. In particular, the coordinator:

(i) must immediately inform the Agency:

- of any change in the name, address, legal representative of any of the beneficiaries or of their affiliated entities;

- of any change in the legal, financial, technical, organisational or ownership situation of any of the beneficiaries or of their affiliated entities;

- of any events or circumstances of which the coordinator is aware, that are likely to affect or delay the implementation of the *action*;

- of any change regarding the exclusion situations listed in Article 136 of Regulation (EU) 2018/1046, for any of the beneficiaries or their affiliated entities.

(ii) is responsible for supplying the Agency with all documents and information required under the Agreement, except if provided otherwise in the Agreement itself. If information is required from the other beneficiaries, the coordinator is responsible for obtaining and verifying this information before passing it on to the Agency;

(c) must make the appropriate arrangements for providing any financial guarantees required under the Agreement;

(d) must draw up the requests for payment in accordance with the Agreement;

(e) if it is designated as the sole recipient of payments on behalf of all of the beneficiaries, it must ensure that all the appropriate payments are made to the other beneficiaries without unjustified delay;

(f) is responsible for providing all the necessary documents required for checks and audits initiated before the payment of the balance or documents required for evaluation as provided for in Article II.27.

The coordinator may not subcontract any part of its tasks to the other beneficiaries or to any other party.

ARTICLE II.3 — COMMUNICATION BETWEEN THE PARTIES

II.3.1 Form and means of communication

Any communication relating to the Agreement or to its implementation, including the notification of decisions, letters, documents or information related to administrative procedures, must:

(a) be made in writing (in paper or electronic form) in the language of the Agreement;

(b) bear the number of the Agreement; and

(c) be made using the communication details identified in Article I.7.

In particular, the parties agree that any *formal notification* made by mail or email has full legal effect and is admissible as evidence in administrative or judicial proceedings.

If a party requests written confirmation of an electronic communication within a reasonable time, the sender must provide the signed hard copy of the document sent electronically as soon as possible.

II.3.2 Date of communications

Any communication is considered to have been effected when the receiving party receives it, unless the Agreement states that communication is considered to have been effected on the date when it was sent.

An email is considered to have been received by the receiving party on the date of dispatch, provided that it is sent to the email address indicated in Article I.7. The sender must be able to prove the date of dispatch, for instance by an automatically generated read report. If the sender receives a non-delivery report, it must make every effort to ensure that the other party actually receives the communication by email or mail. In such a case, the sender is not held in breach of its obligation to send the communication within a specified time limit.

Mail sent to the Agency using the postal or courier services is considered to have been received by the Agency on the date on which it is registered by the department identified in Article I.7.2.

Formal notifications are to be considered as having been received on the date of receipt indicated in the proof received by the sender that the message was delivered to the addressee.

The Agency may consider any undisclosed change of postal or electronic address by the other party to this Agreement as grave professional misconduct, which is one of the situations of exclusion referred to in Article 136(1)(c) of Regulation (EU, Euratom) 2018/1046.

ARTICLE II.4 — LIABILITY FOR DAMAGES

II.4.1 The Agency may not be held liable for any damage caused or sustained by any of the beneficiaries, including any damage caused to third parties as a consequence of or during the implementation of the *action*.

II.4.2 Except in cases of *force majeure*, the beneficiaries must compensate the Agency for any damage it sustains as a result of the implementation of the *action* or because the *action* was not implemented in full compliance with the Agreement.

ARTICLE II.5 — CONFLICT OF INTERESTS

II.5.1 The beneficiaries must take all necessary measures to prevent any situation of *conflict of interests.*

II.5.2 The beneficiaries must inform the Agency without delay of any situation constituting or likely to lead to a *conflict of interests.* They must take immediately all the necessary steps to rectify this situation.

The Agency may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

ARTICLE II.6 — CONFIDENTIALITY

II.6.1 During implementation of the *action* and for five years after the payment of the balance, the parties must treat with confidentiality any *confidential information and documents.*

II.6.2 The parties may only use *confidential information and documents* for a reason other than to fulfil their obligations under the Agreement if they have first obtained the prior written agreement of the other party.

II.6.3 The confidentiality obligations do not apply if:

(a) the disclosing party agrees to release the other party from those obligations;

(b) the *confidential information or documents* become public through other means than a breach of the confidentiality obligations;

(c) the disclosure of the *confidential information or documents* is required by law.

ARTICLE II.7 — PROCESSING OF PERSONAL DATA

II.7.1 Processing of personal data by the Agency

Any personal data included in the Agreement must be processed by the Agency in accordance with Regulation (EU) No 2018/1725.[1]

Such data must be processed by the data controller identified in Article I.7.1 solely for implementing, managing and monitoring the Agreement or to protect the financial interests of the EU, including checks, audits and investigations in accordance with Article II.27.

The beneficiaries have the right to access, rectify or erase their own personal data and the right to restrict or, where applicable, the right to data portability or the right to object to data processing in accordance with Regulation (EU) No 2018/1725. For this purpose, they must send any queries about the processing of their personal data to the data controller identified in Article I.7.1.

The beneficiaries may have recourse at any time to the European Data Protection Supervisor.

---

[1] Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC.

II.7.2 Processing of personal data by the beneficiaries

The beneficiaries must process personal data under the Agreement in compliance with applicable EU and national law on data protection (including authorisations or notification requirements).

The beneficiaries may grant their personnel access only to data that is strictly necessary for implementing, managing and monitoring the Agreement. The beneficiary must ensure that the personnel authorised to process personal data has committed itself to confidentiality or is under appropriate statutory obligation of confidentiality.

The beneficiaries must inform the personnel whose personal data are collected and processed by the Agency. For this purpose, they must provide them with the privacy statement which is published in the website of the Agency, before transmitting their data to the Agency.

The beneficiaries must adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature, scope, context and purposes of processing of the personal data concerned. This is in order to ensure, as appropriate:

(a) the pseudonymisation and encryption of personal data;

(b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

(c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;

(d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;

(e) measures to protect personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed.

ARTICLE II.8 — VISIBILITY OF UNION FUNDING

II.8.1 Information on Union funding and use of the European Union emblem

Unless the Agency requests or agrees otherwise, any communication or publication made by the beneficiaries jointly or individually that relates to the *action*, including at conferences, seminars or in any information or promotional materials (such as brochures, leaflets, posters, presentations, in electronic form, etc.), must:

(a) indicate that the *action* has received funding from the Union; and

(b) display the European Union emblem.

When displayed in association with another logo, the European Union emblem must have appropriate prominence.

The obligation to display the European Union emblem does not confer on the beneficiaries a right of exclusive use. The beneficiaries may not appropriate the European Union emblem or any similar trademark or logo, either by registration or by any other means.

For the purposes of the first, second and third subparagraphs and under the conditions specified therein, the beneficiaries may use the European Union emblem without first obtaining permission from the Agency.

II.8.2 Disclaimers excluding Agency and Commission responsibility

Any communication or publication that relates to the *action*, made by the beneficiaries jointly or individually in any form and using any means, must indicate:

(a) that it reflects only the author's view; and

(b) that the Agency and the Commission are not responsible for any use that may be made of the information it contains.

ARTICLE II.9 — PRE-EXISTING RIGHTS AND OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

II.9.1 Ownership of the results by the beneficiaries

The beneficiaries retain ownership of the results of the *action*, including industrial and intellectual property rights, and of the reports and other documents relating to it, unless stipulated otherwise in the Agreement.

II.9.2 Pre-existing rights

If the Agency and/or the Commission sends the beneficiaries a written request specifying which of the results it intends to use, the beneficiaries must:

(a) establish a list specifying all *pre-existing rights* included in those results; and

(b) provide this list to the Agency at the latest with the request for payment of the balance.

The beneficiaries must ensure that they or their affiliated entities have all the rights to use any *pre-existing rights* during the implementation of the Agreement.

II.9.3 Rights of use of the results and of pre-existing rights by the Agency and/or the Union

The beneficiaries grant the Union the following rights to use the results of the *action*:

(a) for its own purposes and in particular to make available to persons working for the Agency, the Commission, other Union institutions, agencies and bodies and to Member States' institutions, as well as to copy and reproduce in whole or in part and in an unlimited number of copies;

(b) reproduction: the right to authorise direct or indirect, temporary or permanent reproduction of the results by any means (mechanical, digital or other) and in any form, in whole or in part;

(c) communication to the public: the right to authorise any display performance or communication to the public, by wire or wireless means, including making the results available to the public in such a way that members of the public may access them from a place and at a time individually chosen by them; this right also includes communication and broadcasting by cable or by satellite;

(d) distribution: the right to authorise any form of distribution of results or copies of the results to the public;

(e) adaptation: the right to modify the results;

(f) translation;

(g) the right to store and archive the results in line with the document management rules applicable to the Agency and/or the Commission , including digitisation or converting the format for preservation or new use purposes;

(h) where the results are documents, the right to authorise the reuse of the documents in conformity with Commission Decision 2011/833/EU of 12 December 2011 on the reuse of Commission documents if that Decision is applicable and if the documents fall within its scope and are not excluded by any of its provisions. For the sake of this provision, the terms 'reuse' and 'document' have the meanings given to them by Decision 2011/833/EU.

The above rights of use may be further specified in the Special Conditions.

Additional rights of use for the Agency and/or the Union may be provided for in the Special Conditions.

The beneficiaries must ensure that the Agency and/or the Union have the right to use any *pre-existing rights* included in the results of the *action*. The *pre-existing rights* must be used for the same purposes and under the same conditions as applicable to the rights of use of the results of the *action*, unless specified otherwise in the Special Conditions.

Information about the copyright owner must be inserted in cases where the result is divulged by the Union. The copyright information must read: '© — year — name of the copyright owner. All rights reserved. Licenced to the European Union under conditions'.

If the beneficiaries grant rights of use to the Agency and/or the Commission, this does not affect its confidentiality obligations under Article II.6 or the beneficiaries' obligations under Article II.2.1.

ARTICLE II.10 — AWARD OF CONTRACTS NECESSARY FOR THE IMPLEMENTATION OF THE ACTION

II.10.1 If the implementation of the *action* requires the beneficiaries to procure goods, works or services, they may award the contract in accordance with their usual purchasing practices provided that the contracts is awarded to the tender offering best value for money or, as appropriate, to the tender offering the lowest price. In doing so, they must avoid any *conflict of interests*.

The beneficiaries must ensure that the Agency, the Commission, the European Court of Auditors and the European Anti-Fraud Office (OLAF) can exercise their rights under Article II.27 also towards the beneficiaries' contractors.

II.10.2 Beneficiaries that are 'contracting authorities' within the meaning of Directive 2014/24/EU[2] or 'contracting entities' within the meaning of Directive 2014/25/EU[3] must comply with the applicable national public procurement rules.

[2] Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC

[3] Directive 2014/25/EU of the European Parliament and of the Council of 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC

The beneficiaries must ensure that the conditions applicable to them under Articles II.4, II.5, II.6 and II.9 are also applicable to the contractors.

II.10.3 The beneficiaries remain solely responsible for carrying out the *action* and for compliance with the Agreement.

II.10.4 If the beneficiaries breach their obligations under Article II.10.1 the costs related to the contract concerned are considered ineligible in accordance with Article II.19.2 (c), (d) and (e).

If the beneficiaries breach their obligations under Article II.10.2 the grant may be reduced in accordance with Article II.25.4.

ARTICLE II.11 — SUBCONTRACTING OF TASKS FORMING PART OF THE ACTION

II.11.1 Beneficiaries may subcontract tasks forming part of the *action*. If they do so, they must ensure that, in addition to the conditions specified in Article II.10, the following conditions are also complied with:

(a) subcontracting does not cover core tasks of the *action*;

(b) recourse to subcontracting is justified because of the nature of the *action* and what is necessary for its implementation;

(c) the estimated costs of the subcontracting are clearly identifiable in the estimated budget set out in Annex III;

(d) any recourse to subcontracting, if not provided for in Annex I, is communicated by the coordinator and approved by the Agency. The Agency may grant approval:

(i) before any recourse to subcontracting, if the beneficiaries request an amendment as provided for in Article II.13; or

(ii) after recourse to subcontracting if the subcontracting:
- is specifically justified in the interim or final technical report referred to in Articles I.4.3 and I.4.4; and
- does not entail changes to the Agreement which would call into question the decision awarding the grant or be contrary to the equal treatment of applicants;

(e) the beneficiaries ensure that the conditions applicable to them under Article II.8 are also applicable to the subcontractors.

II.11.2 If the beneficiaries breach their obligations under Article II.11.1 (a), (b), (c) or (d), the costs related to the contract concerned are considered ineligible in accordance with Article II.19.2 (f).

If the beneficiaries breach their obligation under Article II.11.1 (e) the grant may be reduced in accordance with Article II.25.4.

ARTICLE II.12 — FINANCIAL SUPPORT TO THIRD PARTIES

II.12.1 If, while implementing the *action*, the beneficiaries have to give financial support to third parties, the beneficiaries must give such financial support in accordance with the conditions specified in Annex I. Under those conditions, the following information must be stated at least:

(a) the maximum amount of financial support. This amount may not exceed EUR 60000 for each third party except if achieving the objective of the *action* as specified in Annex I would otherwise be impossible or overly difficult;

(b) the criteria for determining the exact amount of the financial support;

(c) the different types of activity that may receive financial support, on the basis of a fixed list;

(d) the persons or categories of persons which may receive financial support;

(e) the criteria for giving the financial support.

II.12.2 As an exception to Article II.12.1, if the financial support takes the form of a prize, the beneficiaries must give such financial support in accordance with the conditions specified in Annex I. Under those conditions, the following information must at least be stated:

(a) the eligibility and award criteria;

(b) the amount of the prize;

(c) the payment arrangements.

II.12.3 The beneficiaries must ensure that the conditions applicable to them under Articles II.4, II.5, II.6, II.8, II.9 and II.27 are also applicable to the third parties receiving financial support.

ARTICLE II.13 — AMENDMENTS TO THE AGREEMENT

II.13.1 Any amendment to the Agreement must be made in writing.

II.13.2 An amendment may not have the purpose or the effect of making changes to the Agreement which would call into question the decision awarding the grant or be contrary to the equal treatment of applicants.

II.13.3 Any request for amendment must:

(a) be duly justified;

(b) be accompanied by appropriate supporting documents; and

(c) be sent to the other party in due time before it is due to take effect, and in any case one month before the end of the *implementation period.*

Point (c) does not apply in cases duly substantiated by the party requesting the amendment if the other party agrees.

II.13.4 A request for amendment on behalf of the beneficiaries must be submitted by the coordinator. If a change of coordinator is requested without its agreement, the request must be submitted by all other beneficiaries and must be accompanied by the opinion of the coordinator or proof that this opinion has been requested in writing.

II.13.5 Amendments enter into force on the date on which the last party signs or on the date of approval of the request for amendment.

Amendments take effect on a date agreed by the parties or, in the absence of such an agreed date, on the date on which the amendment enters into force.

ARTICLE II.14 — ASSIGNMENT OF CLAIMS FOR PAYMENTS TO THIRD PARTIES

II.14.1 The beneficiaries may not assign any of their claims for payment against the Agency to any third party, except if approved by the Agency on the basis of a reasoned, written request by the coordinator made on behalf of the beneficiaries.

If the Agency does not accept the assignment or the terms of it are not complied with, the assignment has no effect on it.

II.14.2 In no circumstances may an assignment release the beneficiaries from their obligations towards the Agency.

ARTICLE II.15 — FORCE MAJEURE

II.15.1 A party faced with *force majeure* must send a *formal notification* to the other party without delay, stating the nature of the situation or of the event, its likely duration and foreseeable effects.

II.15.2 The parties must take the necessary measures to limit any damage due to *force majeure*. They must do their best to resume the implementation of the *action* as soon as possible.

II.15.3 The party faced with *force majeure* may not be considered in breach of its obligations under the Agreement if it has been prevented from fulfilling them by *force majeure*.

ARTICLE II.16 — SUSPENSION OF THE IMPLEMENTATION OF THE ACTION

II.16.1 Suspension of implementation by the beneficiaries

The coordinator, on behalf of the beneficiaries, may suspend the implementation of the *action* or any part of it, if exceptional circumstances make such implementation impossible or excessively difficult, in particular in the event of *force majeure*.

The coordinator must immediately inform the Agency, stating:

(a) the reasons for suspension, including details about the date or period when the exceptional circumstances occurred; and

(b) the expected date of resumption.

Once the circumstances allow the beneficiaries to resume implementing the *action*, the coordinator must inform the Agency immediately and present a request for amendment of the Agreement as provided for in Article II.16.3. This obligation does not apply if the Agreement or the participation of a beneficiary is terminated in accordance with Articles II.17.1, II.17.2 or points (c) or (d) of Article II.17.3.1.

II.16.2 Suspension of implementation by the Agency

II.16.2.1 Grounds for suspension

The Agency may suspend the implementation of the *action* or any part thereof:

(a) if the Agency has evidence that a beneficiary has committed *irregularities*, *fraud* or *breach of obligations* in the award procedure or while implementing the Agreement;

(b) if the Agency has evidence that a beneficiary has committed systemic or recurrent *irregularities, fraud* or serious *breach of obligations* in other grants funded by the Union or the European Atomic Energy Community ('Euratom') awarded to the beneficiary under similar conditions and the *irregularities, fraud* or *breach of obligations* have a material impact on this grant; or

(c) if the Agency suspects *irregularities, fraud* or *breach of obligations* committed by a beneficiary in the award procedure or while implementing the Agreement and needs to verify whether they have actually occurred.

II.16.2.2 Procedure for suspension

Step 1 — Before suspending implementation of the *action*, the Agency must send a *formal notification* to the coordinator:

(a) informing it of:

(i) its intention to suspend the implementation;

(ii) the reasons for suspension;

(iii) the necessary conditions for resuming the implementation in the cases referred to in points (a) and (b) of Article II.16.2.1; and

(b) inviting it to submit observations within 30 calendar days of receiving the formal notification.

Step 2 — If the Agency does not receive observations or decides to pursue the procedure despite the observations it has received, it must send a *formal notification* to the coordinator informing it of:

(a) the suspension of the implementation;

(b) the reasons for suspension; and

(c) the final conditions for resuming the implementation in the cases referred to in points (a) and (b) of Article II.16.2.1,; or

(d) the indicative date of completion of the necessary verification in the case referred to in point (c) of Article II.16.2.1,.

The coordinator must immediately inform the other beneficiaries of the suspension. The suspension takes effect five calendar days after the *formal notification* is received by the coordinator or on a later date specified in the *formal notification.*

Otherwise, the Agency must send a *formal notification* to the coordinator informing it that it is not continuing the suspension procedure.

II.16.2.3 Resuming implementation

In order to resume the implementation, the beneficiaries must meet the notified conditions as soon as possible and must inform the Agency of any progress made.

If the conditions for resuming the implementation are met or the necessary verifications are carried out, the Agency must send a *formal notification* to the coordinator:

(a) informing it that the conditions for lifting the suspension are met; and

(b) requiring it to present a request for amendment of the Agreement as provided for in Article II.16.3. This obligation does not apply if the Agreement or the participation of a beneficiary is terminated in accordance with Articles II.17.1, II.17.2 or points (c), (g) or (h) of Article II.17.3.1.

II.16.3 Effects of the suspension

If the implementation of the *action* can be resumed and the Agreement has not been terminated, an amendment to the Agreement must be made in accordance with Article II.13 in order to:

(a) set the date on which the *action* is to be resumed;

(b) extend the duration of the *action*; and

(c) make other changes necessary to adapt the *action* to the new situation.

The suspension is lifted with effect from the resumption date set out in the amendment. This date may be before the date on which the amendment enters into force.

Costs incurred during the period of suspension that relate to the implementation of the suspended *action* or the suspended part of it may not be reimbursed or covered by the grant.

Suspending implementation of the *action* does not affect the Agency's right to terminate the Agreement or to terminate the participation of a beneficiary in accordance with Article II.17.3, reduce the grant or recover amounts unduly paid in accordance with Articles II.25.4 and II.26.

Neither party may claim damages due to suspension by the other party.

ARTICLE II.17 — TERMINATION OF THE AGREEMENT

II.17.1 Termination of the Agreement by the coordinator

The beneficiaries may terminate the Agreement.

The coordinator must send a *formal notification* of termination to the Agency, stating:

(a) the reasons for termination; and

(b) the date on which the termination takes effect. This date must be set after the *formal notification.*

If the coordinator does not state the reasons for the termination or if the Agency considers that the reasons do not justify termination, the Agreement is considered to have been terminated improperly.

The termination takes effect on the day specified in the *formal notification.*

II.17.2 Termination of the participation of one or more beneficiaries by the coordinator

The participation of one or more beneficiaries may be terminated by the coordinator at the request of the beneficiary concerned or on behalf of the other beneficiaries.

The coordinator must send a *formal notification* of termination to the Agency and inform the beneficiary concerned by termination.

If the coordinator's participation is terminated without its agreement, the *formal notification* must be submitted by another beneficiary (acting on behalf of the other beneficiaries).

The *formal notification* must include:

(a) the reasons for termination;

(b) the opinion of the beneficiary concerned by termination (or proof that this opinion has been requested in writing);

(c) the date on which the termination takes effect. This date must be set after the *formal notification*; and

(d) a request for amendment as provided for in Article II.17.4.2(a).

If the coordinator or beneficiary does not state the reasons for the termination or if the Agency considers that the reasons do not justify termination, the participation will be considered to have been terminated improperly.

The termination takes effect on the day specified in the *formal notification.*

II.17.3 Termination of the Agreement or the participation of one or more beneficiaries by the Agency

II.17.3.1 Grounds for termination

The Agency may terminate the Agreement or the participation of any one or several beneficiaries, if:

(a) a change to the beneficiary's legal, financial, technical, organisational or ownership situation is likely to affect the implementation of the Agreement substantially or calls into question the decision to award the grant, or a change regarding the exclusion situations listed in Article 136 of Regulation (EU) 2018/1046, that calls into question the decision to award the grant;

(b) following the termination of the participation of any one or several beneficiaries, the necessary modifications to the Agreement would call into question the decision awarding the grant or would result in unequal treatment of applicants;

(c) the beneficiaries, any *related person* or any natural person who is essential for the award or for the implementation of the Agreement have committed serious *breach of obligations*, including improper implementation of the *action* as described in Annex I;

(d) the implementation of the *action* is prevented or suspended due to *force majeure* or exceptional circumstances and either:

  (i) resumption is impossible; or

  (ii) the necessary changes to the Agreement would call into question the decision awarding the grant or be contrary to the equal treatment of applicants;

(e) a beneficiary or a natural or legal person that assumes unlimited liability for the debts of that beneficiary:

  (i) is declared bankrupt, is subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a Court, has entered into an agreement with creditors, has suspended business activities or is in any analogous situation arising from a similar procedure provided for under the Union or national law;

(ii) is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;

(f) a beneficiary or any *related person* or any natural person who is essential for the award or for the implementation of the Agreement has committed:

(i) *grave professional misconduct* proven by any means;

(ii) fraud;

(iii) corruption;

(iv) conduct related to criminal organisations;

(v) money laundering;

(vi) terrorism-related crimes (including terrorism financing);

(vii) child labour or other offences concerning trafficking of human beings;

(g) the Agency has evidence that a beneficiary or any *related person* or any natural person who is essential for the award or for the implementation of the Agreement has committed *irregularities, fraud* or *breach of obligations* in the award procedure or while implementing the Agreement, including if that beneficiary, *related person* or natural person has submitted false information or failed to provide required information;

(h) the Agency has evidence that a beneficiary has committed systemic or recurrent *irregularities, fraud* or serious *breach of obligations* in other Union or Euratom grants awarded to it under similar conditions and such *irregularities, fraud* or *breach of obligations* have a material impact on this grant;

(i) a beneficiary or any *related person* or any natural person who is essential for the award or for the implementation of the Agreement has created an entity under a different jurisdiction with the intend to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business;

(j) a beneficiary or any *related person* or any natural person who is essential for the award or for the implementation of the Agreement has been created with the intend referred to in point (i) or

(k) the Agency has sent a beneficiary, through the coordinator, a *formal notification* asking it to end the participation of its affiliated entity because that entity is in a situation provided for in points (e) to (j) and that beneficiary has failed to request an amendment ending the participation of the entity and reallocating its tasks.

II.17.3.2 Procedure for termination

Step 1- Before terminating the Agreement or participation of one or more beneficiaries, the Agency must send a *formal notification* to the coordinator:

(a) informing it of:

(i) its intention to terminate;

(ii) the reasons for termination; and

(b) requiring it, within 45 calendar days of receiving the formal notification,:

(i) to submit observations on behalf of all beneficiaries; and

(ii) in the case of point (c) of Article II.17.3.1, to inform the Agency of the measures to ensure compliance with the obligations under the Agreement.

Step 2 — If the Agency does not receive observations or decides to pursue the procedure despite the observations it has received, it will send a *formal notification* to the coordinator informing it of the termination and the date on which it takes effect. The coordinator must immediately inform the other beneficiaries of the termination.

Otherwise, the Agency must send a *formal notification* to the coordinator informing it that the termination procedure is not continued.

The termination takes effect:

(a) for terminations under points (a), (b), (c) and (e) of Article II.17.3.1: on the day specified in the *formal notification* of termination referred to in the second subparagraph (i.e. in Step 2 above);

(b) for terminations under points (d), (f) and points (g) to (j) of Article II.17.3.1: on the day after the coordinator receives the *formal notification* of termination referred to in the second subparagraph (i.e. in Step 2 above).

II.17.4 Effects of termination

II.17.4.1 Effects of terminating the Agreement:

Within 60 calendar days from the day on which the termination takes effect, the coordinator must submit a request for payment of the balance as provided for in Article I.4.4.

If the Agency does not receive the request for payment of the balance by the above deadline, only costs or contributions which are included in an approved technical report and, where relevant, in an approved financial statement, are reimbursed or covered by the grant.

If the Agreement is terminated by the Agency because the coordinator has breached its obligation to submit the request for payment, the coordinator may not submit any request for payment after termination. In that case the second subparagraph applies.

The Agency calculates the final grant amount as referred to in Article II.25 and the balance as referred to in Article I.5.4 on the basis of the reports submitted. Only activities undertaken before the date when the termination takes effect or the end date of the *implementation period* as specified in Article I.2.2, whichever is the earliest, must be taken into account. Where the grant takes the form of reimbursement of costs actually incurred as provided for in Article I.3.2(a)(i), only costs incurred before termination takes effect are reimbursed or covered by the grant. Costs relating to contracts due for execution only after termination are not taken into account and are not reimbursed or covered by the grant.

The Agency may reduce the grant in accordance with Article II.25.4 in case of:

(a) improper termination of the Agreement by the coordinator within the meaning of Article II.17.1; or

(b) termination of the Agreement by the Agency on any of the grounds set out in points (c), (f) and points (g) to (j) of Article II.17.3.1.

Neither party may claim damages on the grounds that the other party terminated the Agreement.

After termination, the beneficiaries' obligations continue to apply, in particular those under Articles I.4, II.6, II.8, II.9, II.14, II.27 and any additional provisions on the use of the results, as set out in the Special Conditions.

II.17.4.2 Effects of terminating the participation of one or more beneficiaries:

(a) The coordinator must submit a request for amendment including:

(i) a proposal to reallocate the tasks of the beneficiary or beneficiaries concerned by the termination; and

(ii) if necessary, the addition of one or more new beneficiaries to succeed the beneficiary or beneficiaries concerned in all their rights and obligations under the Agreement.

If the Agency terminates the participation of a beneficiary, the coordinator must submit the request for amendment within 60 calendar days from the day on which the termination takes effect.

If the coordinator terminates the participation of a beneficiary, the request for amendment must be included in the *formal notification* of termination referred to in Article II.17.2.

If termination takes effect after the end of the *implementation period*, no request for amendment must be provided unless the beneficiary concerned is the coordinator. In this case, the request for amendment must propose a new coordinator.

If the request for amendment is rejected by the Agency, the Agreement may be terminated in accordance with Article II.17.3.1 (b). The request for amendment may be rejected if it calls into question the decision awarding the grant or is contrary to the equal treatment of applicants.

(b) The beneficiary concerned by termination must submit to the coordinator:

(i) a technical report; and

(ii) where applicable, a financial statement covering the period from the end of the last reporting period to the date when termination takes effect.

The coordinator must include this information in the payment request for the next reporting period.

Only activities undertaken before the date when the termination takes effect must be taken into account. Where the grant takes the form of reimbursement of costs actually incurred as provided for in Article I.3.2(a)(i), only costs incurred by the beneficiary concerned before termination takes effect are reimbursed or covered by the grant. Costs relating to contracts due for execution only after termination are not reimbursed or covered by the grant.

The Agency may reduce the grant in accordance with Article II.25.4. in case of:

(a) improper termination of the participation of a beneficiary by the coordinator within the meaning of Article II.17.2 or

(b) termination of the participation of a beneficiary by the Agency on any of the grounds set out in points (c), (f), (g), (h) or (i) of Article II.17.3.1.

Neither party may claim damages on the grounds that the other party terminated the participation of a beneficiary.

After termination, the concerned beneficiary's obligations continue to apply, in particular those under Articles I.4, II.6, II.8, II.9, II.14, II.27 and any additional provisions on the use of the results, as set out in the Special Conditions.

ARTICLE II.18 — APPLICABLE LAW, SETTLEMENT OF DISPUTES AND ENFORCEABLE DECISIONS

II.18.1 The Agreement is governed by the applicable Union law, complemented, where necessary, by the law of Belgium.

II.18.2 In accordance with Article 272 TFEU, the General Court or, on appeal, the Court of Justice of the European Union, has sole jurisdiction to hear any dispute between the Union and any beneficiary concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably.

II.18.3 In accordance with Article 299 TFEU, for the purposes of recovery within the meaning of Article II.26, the Agency or the Commission may adopt an enforceable decision to impose pecuniary obligations on persons other than States.

An *action* may be brought against such decision before the General Court of the European Union in accordance with Article 263 TFEU.

PART B — FINANCIAL PROVISIONS

ARTICLE II.19 — ELIGIBLE COSTS

II.19.1 Conditions for the eligibility of costs

Eligible costs of the *action* are costs actually incurred by the beneficiary and which meet the following criteria:

(a) they are incurred within the *implementation period*, with the exception of costs relating to the request for payment of the balance and the corresponding supporting documents referred to in Article I.4.4;

(b) they are indicated in the estimated budget of the *action*. The estimated budget is set out in Annex III;

(c) they are incurred in connection with the *action* as described in Annex I and are necessary for its implementation;

(d) they are identifiable and verifiable, in particular they are recorded in the beneficiary's accounting records and determined according to the applicable accounting standards of the country where the beneficiary is established and according to the beneficiary's usual cost accounting practices;

(e) they comply with the requirements of applicable tax and social legislation; and

(f) they are reasonable, justified and comply with the principle of sound financial management, in particular regarding economy and efficiency.

II.19.2 Eligible direct costs

To be eligible, the *direct costs* of the *action* must comply with the eligibility conditions set out in Article II.19.1.

In particular, the following categories of costs are eligible *direct costs*, provided that they satisfy the eligibility conditions set out in Article II.19.1 as well as the following conditions:

(a) the costs of personnel working under an employment contract with the beneficiary or an equivalent appointing act and assigned to the *action*, provided that these costs are in line with the beneficiary's usual policy on remuneration.

Those costs include actual salaries plus social security contributions and other statutory costs included in the remuneration. They may also comprise additional remunerations, including payments on the basis of supplementary contracts regardless of the nature of those contracts, provided that they are paid in a consistent manner whenever the same kind of work or expertise is required, independently from the source of funding used;

The costs of natural persons working under a contract with the beneficiary other than an employment contract or who are seconded to the beneficiary by a third party against payment may also be included under such personnel costs, provided that the following conditions are fulfilled:

(i) the person works under conditions similar to those of an employee (in particular regarding the way the work is organised, the tasks that are performed and the premises where they are performed);
(ii) the result of the work belongs to the beneficiary (unless exceptionally agreed otherwise); and
(iii) the costs are not significantly different from the costs of staff performing similar tasks under an employment contract with the beneficiary;

(b) costs of travel and related subsistence allowances, provided that these costs are in line with the beneficiary's usual practices on travel;

(c) the depreciation costs of equipment or other assets (new or second-hand) as recorded in the beneficiary's accounting statements, provided that the asset:

(i) is written off in accordance with the international accounting standards and the beneficiary's usual accounting practices; and

(ii) has been purchased in accordance with Article II.10.1 if the purchase occurred within the *implementation period*;

The costs of renting or leasing equipment or other assets are also eligible, provided that these costs do not exceed the depreciation costs of similar equipment or assets and are exclusive of any finance fee;

Only the portion of the equipment's depreciation, rental or lease costs corresponding to the *implementation period* and the rate of actual use for the purposes of the *action* may be taken into account when determining the eligible costs. By way of exception, the full cost of purchase of equipment may be eligible under the Special Conditions, if this is justified by the nature of the *action* and the context of the use of the equipment or assets;

(d) costs of consumables and supplies, provided that they:

(i) are purchased in accordance with Article II.10.1; and

(ii) are directly assigned to the *action*;

(e) costs arising directly from requirements imposed by the Agreement (dissemination of information, specific evaluation of the *action*, audits, translations, reproduction), including the costs of requested financial guarantees, provided that the corresponding services are purchased in accordance with Article II.10.1;

(f) costs entailed by *subcontracts* within the meaning of Article II.11, provided that the conditions laid down in Article II.11.1 (a), (b), (c) and (d) are met;

(g) costs of financial support to third parties within the meaning of Article II.12, provided that the conditions laid down in that Article are met;

(h) duties, taxes and charges paid by the beneficiary, notably value added tax (VAT), provided that they are included in eligible *direct costs*, and unless specified otherwise in the Agreement.

II.19.3 Eligible indirect costs

To be eligible, *indirect costs* of the *action* must represent a fair apportionment of the overall overheads of the beneficiary and must comply with the conditions of eligibility set out in Article II.19.1.

Eligible *indirect costs* must be declared on the basis of a flat rate of 7 % of the total eligible *direct costs* unless otherwise specified in Article I.3.2.

II.19.4 Ineligible costs

In addition to any other costs which do not fulfil the conditions set out in Article II.19.1, the following costs may not be considered eligible:

(a) return on capital and dividends paid by a beneficiary;

(b) debt and debt service charges;

(c) provisions for losses or debts;

(d) interest owed;

(e) doubtful debts;

(f) exchange losses;

(g) costs of transfers from the Agency charged by the bank of a beneficiary;

(h) costs declared by the beneficiary under another action receiving a grant financed from the Union budget. Such grants include grants awarded by a Member State and financed from the Union budget and grants awarded by bodies other than the Agency for the purpose of implementing the Union budget. In particular, beneficiaries receiving an operating grant financed by the EU or Euratom budget cannot declare indirect costs for the period(s) covered by the operating grant, unless they can demonstrate that the operating grant does not cover any costs of the action.

(i) contributions in kind from third parties;

(j) excessive or reckless expenditure;

(k) deductible VAT.

ARTICLE II.20 — IDENTIFIABILITY AND VERIFIABILITY OF THE AMOUNTS DECLARED

II.20.1 Declaring costs and contributions

Each beneficiary must declare as eligible costs or as a requested contribution:

(a) for actual costs: the costs it actually incurred for the *action*;

(b) for unit costs or unit contributions: the amount obtained by multiplying the amount per unit specified in Article I.3.2(a)(ii) or (b) by the actual number of units used or produced;

(c) for lump sum costs or lump sum contributions: the global amount specified in Article I.3.2(a)(iii) or (c), if the corresponding tasks or part of the *action* as described in Annex I have been implemented properly;

(d) for flat-rate costs or flat-rate contributions: the amount obtained by applying the flat rate specified in Article I.3.2(a)(iv) or (d);

(e) for financing not linked to costs: the global amount specified in Article I.3.2(e), if the corresponding results or conditions as described in Annex I have been properly achieved or fulfilled;

(f) for unit costs declared on the basis of the beneficiary's usual cost accounting practices: the amount obtained by multiplying the amount per unit calculated in accordance with the beneficiary's usual cost accounting practices by the actual number of units used or produced;

(g) for lump sum costs declared on the basis of the beneficiary's usual cost accounting practices: the global amount calculated in accordance with its usual cost accounting practices, if the corresponding tasks or part of the *action* have been implemented properly;

(h) for flat-rate costs declared on the basis of the beneficiary's usual cost accounting practices: the amount obtained by applying the flat rate calculated in accordance with the beneficiary's usual cost accounting practices.

For the forms of grant referred to in points (b), (c), (d), (f), (g) and (h), the amounts declared must comply with the conditions specified in points (a) and (b) of Article II.19.1.

II.20.2 Records and other documentation to support the costs and contributions declared

Each beneficiary must provide the following if requested to do so in the context of the checks or audits described in Article II.27:

(a) for actual costs: adequate supporting documents to prove the costs declared, such as contracts, invoices and accounting records.

In addition, the beneficiary's usual accounting and internal control procedures must permit direct reconciliation of the amounts declared with the amounts recorded in its accounting statements and with the amounts indicated in the supporting documents;

(b) for unit costs or unit contributions: adequate supporting documents to prove the number of units declared.

The beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, such as accounting statements, to prove the amount declared per unit;

(c) for lump sum costs or lump sum contributions: adequate supporting documents to prove that the *action* has been properly implemented.

The beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, such as accounting statements, to prove the amount declared as a lump sum;

(d) for flat-rate costs or flat-rate contributions: adequate supporting documents to prove the eligible costs or requested contribution to which the flat rate applies.

The beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, such as accounting statements, for the flat rate applied;

(e) for financing not linked to costs: adequate supporting documents to prove that the *action* has been properly implemented;

The beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, such as accounting statements, to prove the amount declared as a financing not linked to costs;

(f) for unit costs declared on the basis of the beneficiary's usual cost accounting practices: adequate supporting documents to prove the number of units declared;

(g) for lump sum costs declared on the basis of the beneficiary's usual cost accounting practices: adequate supporting documents to prove that the *action* has been properly implemented;

(h) for flat-rate costs declared on the basis of the beneficiary's usual cost accounting practices: adequate supporting documents to prove the eligible costs to which the flat rate applies.

II.20.3 Conditions to determine the compliance of cost accounting practices

II.20.3.1 In the case of points (f),(g) and (h) of Article II.20.2, the beneficiary does not need to identify the actual eligible costs covered, but it must ensure that the cost accounting practices used for the purpose of declaring eligible costs are in compliance with the following conditions:

(a) the cost accounting practices used constitute its usual cost accounting practices and are applied in a consistent manner, based on objective criteria independent from the source of funding;

(b) the costs declared can be directly reconciled with the amounts recorded in its general accounts; and

(c) the categories of costs used for the purpose of determining the costs declared are exclusive of any ineligible cost or costs covered by other forms of grant as provided for in Article I.3.2.

II.20.3.2 If the Special Conditions so provide, the beneficiary may submit to the Agency a request asking it to assess the compliance of its usual cost accounting practices. If required by the Special Conditions, the request must be accompanied by a certificate on the compliance of the cost accounting practices ('certificate on the compliance of the cost accounting practices').

The certificate on the compliance of the cost accounting practices must be:

(a) produced by an approved auditor or, if the beneficiary is a public body, by a competent and independent public officer; and

(b) drawn up in accordance with Annex VIII.

The certificate must certify that the beneficiary's cost accounting practices used for the purpose of declaring eligible costs comply with the conditions laid down in Article II.20.3.1 and with the additional conditions that may be laid down in the Special Conditions.

II.20.3.3 If the Agency has confirmed that the beneficiary's usual cost accounting practices are in compliance, costs declared in application of these practices may not be challenged *ex post*, if:

(a) the practices actually used comply with those approved by the Agency; and

(b) the beneficiary did not conceal any information for the purpose of the approval of its cost accounting practices.

ARTICLE II.21 — ELIGIBILITY OF COSTS OF ENTITIES AFFILIATED TO THE BENEFICIARIES

If the Special Conditions contain a provision on entities affiliated to the beneficiaries, costs incurred by such an entity are eligible, if:

(a) they satisfy the same conditions under Articles II.19 and II.20 as apply to the beneficiary; and

(b) the beneficiary to which the entity is affiliated ensures that the conditions applicable to the beneficiary under Articles II.4, II.5, II.6, II.8, II.10, II.11 and II.27 are also applicable to the entity.

ARTICLE II.22 — BUDGET TRANSFERS

Beneficiaries are allowed to adjust the estimated budget set out in Annex III by transfers between themselves and between the different budget categories, if the *action* is implemented as described in Annex I. This adjustment does not require an amendment of the Agreement as provided for in Article II.13.

However, the beneficiaries may not add costs relating to *subcontracts* not provided for in Annex 1, unless such additional *subcontracts* are approved by the Agency in accordance with Article II.11.1(d).

As an exception to the first subparagraph, if beneficiaries want to change the value of the contribution to which each of them is entitled, as referred to in point (c) of the third subparagraph of II.26.3, the coordinator must request an amendment as provided for in Article II.13.

The first three subparagraphs do not apply to amounts which, as provided for in Article I.3.2(a)(iii) or (c), take the form of lump sums or which, as provided for in Article I.3.2(e), take the form of financing not linked to cost.

ARTICLE II.23 — NON-COMPLIANCE WITH REPORTING OBLIGATIONS

The Agency may terminate the Agreement as provided for in Article II.17.3.1(c) and may reduce the grant as provided for in Article II.25.4 if the coordinator:

(a) did not submit a request for interim payment or payment of the balance accompanied by the documents referred to in Articles I.4.3 or I.4.4 within 60 calendar days following the end of the corresponding reporting period; and

(b) still fails to submit such a request within further 60 calendar days following a written reminder sent by the Agency.

ARTICLE II.24 — SUSPENSION OF PAYMENTS AND TIME LIMIT FOR PAYMENT

II.24.1 Suspension of payments

II.24.1.1 Grounds for suspension

The Agency may at any moment suspend, in whole or in part, the pre-financing payments and interim payments for one or more beneficiaries or the payment of the balance for all beneficiaries:

(a) if the Agency has evidence that a beneficiary has committed *irregularities*, *fraud* or *breach of obligations* in the award procedure or while implementing the Agreement;

(b) if the Agency has evidence that a beneficiary has committed systemic or recurrent *irregularities*, *fraud* or serious *breach of obligations* in other grants funded by the Union or the European Atomic Energy Community ('Euratom') awarded to the beneficiary under similar conditions and such *irregularities*, *fraud* or *breach of obligations* have a material impact on this grant; or

(c) if the Agency suspects *irregularities, fraud* or *breach of obligations* committed by a beneficiary in the award procedure or while implementing the Agreement and needs to verify whether they have actually occurred.

II.24.1.2 Procedure for suspension

Step 1 — Before suspending payments, the Agency must send a *formal notification* to the coordinator:

(a) informing it of:

(i) its intention to suspend payments;

(ii) the reasons for suspension;

(iii) in the cases referred to in points (a) and (b) of Article II.24.1.1, the conditions that need to be met for payments to resume; and

(b) inviting it to submit observations within 30 calendar days of receiving the *formal notification*.

Step 2 — If the Agency does not receive observations or decides to pursue the procedure despite the observations it has received, it must send a *formal notification* to the coordinator informing it of:

(a) the suspension of payments;

(b) the reasons for suspension;

(c) the final conditions under which payments may resume in the cases referred to in points (a) and (b) of Article II.24.1.1;

(d) the indicative date of completion of the necessary verification in the case referred to in point (c) of Article II.24.1.1.

The coordinator must immediately inform the other beneficiaries of the suspension. The suspension takes effect on the day the Agency sends *formal notification* of suspension (Step 2).

Otherwise, the Agency must send a *formal notification* to the coordinator informing it that it is not continuing with the suspension procedure.

II.24.1.3 Effects of suspension

During the period of suspension of payments the coordinator is not entitled to submit:

(a) any requests for payments and supporting documents referred to in Articles I.4.2, I.4.3 and I.4.4; or

(b) where the suspension concerns the pre-financing payments or interim payments for one or several beneficiaries only, any requests for payments and supporting documents relating to the participation of the concerned beneficiary or beneficiaries in the *action*.

The corresponding requests for payments and supporting documents may be submitted as soon as possible after resumption of payments or may be included in the first request for payment due following resumption of payments in accordance with the schedule laid down in Article I.4.1.

The suspension of payments does not affect the right of the coordinator to suspend the implementation of the *action* as provided for in Article II.16.1 or to terminate the Agreement or the participation of a beneficiary as provided for in Articles II.17.1 and II.17.2.

II.24.1.4 Resuming payments

In order for the Agency to resume payments, the beneficiaries must meet the notified conditions as soon as possible and must inform the Agency of any progress made.

If the conditions for resuming payments are met, the suspension will be lifted. The Agency will send a *formal notification* to the coordinator informing it of this.

II.24.2 Suspension of the time limit for payments

II.24.2.1 The Agency may at any moment suspend the time limit for payment specified in Articles I.5.2, I.5.3 and I.5.4 if a request for payment cannot be approved because:

(a) it does not comply with the Agreement;

(b) the appropriate supporting documents have not been produced; or

(c) there is a doubt about the eligibility of the costs declared in the financial statements and additional checks, reviews, audits or investigations are necessary.

II.24.2.2 The Agency must send a *formal notification* to the coordinator informing it of:

(a) the suspension; and

(b) the reasons for the suspension.

The suspension takes effect on the day the Agency sends the *formal notification*.

II.24.2.3 If the conditions for suspending the payment deadline are no longer met, the suspension will be lifted and the remaining period will resume.

If the suspension exceeds two months, the coordinator may request the Agency if the suspension will continue.

If the payment deadline has been suspended because the technical reports or financial statements do not comply with the Agreement and the revised report or statement is not submitted or was submitted but is also rejected, the Agency may terminate the Agreement or the participation of the beneficiary as provided for in Article II.17.3.1(c) and reduce the grant as provided for in Article II.25.4.

ARTICLE II.25 — CALCULATION OF THE FINAL AMOUNT OF THE GRANT

The final amount of the grant depends on the extent to which the *action* has been implemented in accordance with the terms of the Agreement.

The final amount of the grant is calculated by the Agency at the time of the payment of the balance. The calculation involves the following steps:

Step 1 — Application of the reimbursement rate to the eligible costs and addition of the financing not linked to costs, unit, flat-rate and lump sum contributions

Step 2 — Limit to the *maximum amount of the grant*

Step 3 — Reduction due to the no-profit rule

Step 4 — Reduction due to improper implementation or breach of other obligations.

II.25.1 Step 1 — Application of the reimbursement rate to the eligible costs and addition of the financing not linked to costs, unit, flat-rate and lump sum contributions

This step is applied as follows:

(a) If, as provided for in Article I.3.2(a)(i), the grant takes the form of the reimbursement of eligible costs actually incurred, the reimbursement rate specified in that Article is applied to those eligible costs as approved by the Agency for the corresponding categories of costs, beneficiaries and affiliated entities

(b) If, as provided for in Article I.3.2(a) (ii) to (v), the grant takes the form of the reimbursement of eligible unit costs, lump sum costs or flat rate costs , the reimbursement rate specified in that Article is applied to the those eligible costs as approved by the Agency for the corresponding categories of costs, beneficiaries and affiliated entities;

The amount of volunteers' work declared as direct eligible costs for the beneficiaries and affiliated entities must be limited to the following amount, whichever is the lowest:

(i) the total sources of financing as indicated in the final financial statement and as accepted by the Agency multiplied by fifty per cent; or

(ii) the amount of volunteers' work indicated in the estimated budget set out in Annex III.

(c) If, as provided for in Article I.3.2(b), the grant takes the form of a unit contribution, the unit contribution specified in that Article is multiplied by the actual number of units approved by the Agency for the corresponding beneficiaries and affiliated entities;

(d) If, as provided for in Article I.3.2(c), the grant takes the form of a lump sum contribution, the Agency applies the lump sum specified in that Article for the corresponding beneficiaries and affiliated entities if it finds that the corresponding tasks or part of the *action* were implemented properly in accordance with Annex I;

(e) If, as provided for in Article I.3.2(d), the grant takes the form of a flat-rate contribution, the flat rate referred to in that Article is applied to the eligible costs or to the contribution approved by the Agency for the corresponding beneficiaries and affiliated entities;

(f) If, as provided for in Article I.3.2(e), the grant takes the form of financing not linked to costs, the Agency applies the amount specified in that Article for the corresponding beneficiaries and affiliated entities if it finds that [the conditions specified in Annex I were fulfilled][and][the results specified in Annex I were achieved].

If Article I.3.2 provides for a combination of different forms of grant, the amounts obtained must be added together.

II.25.2 Step 2 — Limit to maximum amount of the grant

The total amount paid to the beneficiaries by the Agency may in no circumstances exceed the *maximum amount of the grant.*

If the amount obtained following Step 1 is higher than this maximum amount, the final amount of the grant is limited to the latter.

If volunteers' work is declared as part of direct eligible costs, the final amount of the grant is limited to the amount of total eligible costs and contributions approved by the Agency minus the amount of volunteers' work approved by the Agency.

II.25.3 Step 3 — Reduction due to the no-profit rule

The grant may not produce a profit for the beneficiaries, unless specified otherwise in the Special Conditions.

The profit must be calculated as follows:

(a) calculate the surplus of the total receipts of the action, over the total eligible costs of the action, as follows:

{ receipts of the action

minus

consolidated total eligible costs and contributions approved by the Agency corresponding to the amounts determined in accordance with Article II.25.1 }

The receipts of the action are calculated as follows:

{ the revenue generated by the *action* for beneficiaries and affiliated entities, other than non-profit organisations

plus

the amount obtained following Steps 1 and 2 }

where the revenue generated by the *action* is the consolidated revenue established, generated or confirmed for beneficiaries and affiliated entities, other than non-profit organisations on the date on which the request for payment of the balance is drawn up by the coordinator.

In-kind and financial contributions by third parties are not considered receipts.

(b) If the amount calculated under point (a) is positive, this amount will be deducted from the amount calculated following Steps 1 and 2, in proportion to the final rate of reimbursement of the actual eligible costs of the *action* approved by the Agency for the categories of costs referred to in Article I.3.2(a)(i).

II.25.4 Step 4 — Reduction due to improper implementation or breach of other obligations

The Agency may reduce the *maximum amount of the grant* if the *action* has not been implemented properly as described in Annex I (i.e. if it has not been implemented or has been implemented poorly, partially or late), or if another obligation under the Agreement has been breached.

The amount of the reduction will be proportionate to the degree to which the *action* has been implemented improperly or to the seriousness of the breach.

Before the Agency reduces the grant, it must send a *formal notification* to the coordinator:

(a) informing it of:

(i) its intention to reduce the *maximum amount of the grant*;

(ii) the amount by which it intends to reduce the grant;

(iii) the reasons for reduction;

(b) inviting it to submit observations within 30 calendar days of receiving the formal notification.

If the Agency does not receive any observations or decides to pursue reduction despite the observations it has received, it will send a *formal notification* informing the coordinator of its decision.

If the grant is reduced, the Agency must calculate the reduced grant amount by deducting the amount of the reduction (calculated in proportion to the improper implementation of the *action* or to the seriousness of the *breach of obligations*) from the *maximum amount of the grant*.

The final amount of the grant will be the lower of the following two:

(a) the amount obtained following Steps 1 to 3; or

(b) the reduced grant amount following Step 4.

ARTICLE II.26 — RECOVERY

II.26.1 Recovery at the time of payment of the balance

Where the payment of the balance takes the form of a recovery, the coordinator must repay the Agency the amount in question, even if it was not the final recipient of the amount due.

II.26.2 Recovery after payment of the balance

Where an amount is to be recovered as provided for in Articles II.27.6, II.27.7 and II.27.8, the beneficiary concerned by the audit or OLAF findings must repay the Agency the amount in question. Where the audit findings do not concern a specific beneficiary (or its affiliated entities), the coordinator must repay the Agency the amount in question, even if it was not the final recipient of the amount due.

Each beneficiary is responsible for the repayment of any amount unduly paid by the Agency as a contribution towards the costs incurred by its affiliated entities.

II.26.3 Recovery procedure

Before recovery, the Agency must send a *formal notification* to the beneficiary concerned:

(a) informing it of its intention to recover the amount unduly paid;

(b) specifying the amount due and the reasons for recovery; and

(c) inviting the beneficiary to make any observations within a specified period.

If no observations have been submitted or if, despite the observations submitted by the beneficiary, the Agency decides to pursue the recovery procedure, the Agency may confirm recovery by sending a *formal notification* to the beneficiary consisting of a debit note, specifying the terms and the date for payment.

If payment has not been made by the date specified in the debit note, the Agency will recover the amount due:

(a) by offsetting it, without the beneficiary's prior consent, against any amounts owed to the beneficiary by the Agency and/or the Commission or an executive agency (from the Union or the European Atomic Energy Community (Euratom) budget) ('offsetting');

In exceptional circumstances, to safeguard the financial interests of the Union, the Agency may offset before the due date.

An action may be brought against such offsetting before the General Court of the European Union in accordance with Article 263 TFEU;

(b) by drawing on the financial guarantee where provided for in accordance with Article I.5.2 ('drawing on the financial guarantee');

(c) by holding the beneficiaries jointly and severally liable up to the maximum EU contribution indicated, for each beneficiary, in the estimated budget (Annex III as last amended);

(d) by taking legal action as provided for in Article II.18.2 or in the Special Conditions or by adopting an enforceable decision as provided for in Article II.18.3.

II.26.4 Interest on late payment

If payment is not made by the date in the debit note, the amount to be recovered will be increased by late-payment interest at the rate set out in Article I.5.6 from the day following the date for payment in the debit note up to and including the date the Agency and/or the Commission receives full payment of the amount.

Partial payments must first be credited against charges and late-payment interest and then against the principal.

II.26.5 Bank charges

Bank charges incurred in the recovery process must be borne by the beneficiary concerned, unless Directive 2007/64/EC[4] applies.

ARTICLE II.27 — CHECKS, AUDITS AND EVALUATIONS

II.27.1 Technical and financial checks, audits, interim and final evaluations

The Agency and/or the Commission may, during the implementation of the *action* or afterwards, carry out technical and financial checks and audits to determine that the beneficiaries are implementing the *action* properly and are complying with the obligations under the Agreement. It may also check the beneficiaries' statutory records for the purpose of periodic assessments of lump sum, unit cost or flat-rate amounts.

Information and documents provided as part of checks or audits must be treated on a confidential basis.

In addition, the Agency and/or the Commission may carry out an interim or final evaluation of the impact of the *action*, measured against the objective of the Union programme concerned.

The Agency and/or the Commission checks, audits or evaluations may be carried out either directly by the Agency and/or the Commission's own staff or by any other outside body authorised to do so on its behalf.

---

[4] Directive 2007/64/EC[4] of the European Parliament and of the Council of 13 November 2007 on payment services in the internal market amending Directives 97/7/EC, 2002/65/EC, 2005/60/EC and 2006/48/EC and repealing Directive 97/5/EC.

The Agency and/or the Commission may initiate such checks, audits or evaluations during the implementation of the Agreement and during a period of five years starting from the date of payment of the balance. This period is limited to three years if the *maximum amount of the grant* is not more than EUR 60 000.

The check, audit or evaluation procedures are considered to be initiated on the date of receipt of the letter of the Agency or the Commission announcing it.

If the audit is carried out on an affiliated entity, the beneficiary concerned must inform that affiliated entity.

II.27.2 Duty to keep documents

The beneficiaries must keep all original documents, especially accounting and tax records, stored on any appropriate medium, including digitalised originals when they are authorised by their respective national law and under the conditions laid down therein, during a period of five years starting from the date of payment of the balance.

The period during which documents must be kept is limited to three years if the *maximum amount of the grant* is not more than EUR 60 000.

The periods set out in the first and second subparagraphs are longer if there are ongoing audits, appeals, litigation or pursuit of claims concerning the grant, including in the cases referred to in Article II.27.7. In such cases, the beneficiaries must keep the documents until such audits, appeals, litigation or pursuit of claims have been closed.

II.27.3 Obligation to provide information

Where a check, audit or evaluation is initiated before the payment of the balance, the coordinator must provide any information, including information in electronic format, requested by the Agency and/or the Commission or by any other outside body authorised by the Agency and/or the Commission. Where appropriate, the Agency and/or the Commission may request that a beneficiary provides such information directly.

Where a check or audit is initiated after payment of the balance, the information referred to in the previous subparagraph must be provided by the beneficiary concerned.

If the beneficiary concerned does not comply with the obligations set out in the first and second subparagraphs, the Agency and/or the Commission may consider:

(a) any cost insufficiently substantiated by information provided by the beneficiary as ineligible;

(b) any financing not linked to costs, unit, lump sum or flat-rate contribution insufficiently substantiated by information provided by the beneficiary as undue.

II.27.4 On-the-spot visits

During an on-the-spot visit, the beneficiaries must allow Agency and/or the Commission staff and outside personnel authorised by the Agency to have access to the sites and premises where the *action* is or was carried out, and to all the necessary information, including information in electronic format.

They must ensure that the information is readily available at the moment of the on-the-spot visit and that information requested is handed over in an appropriate form.

If the beneficiary concerned refuses to provide access to the sites, premises and information as required in the first and second subparagraphs, the Agency and/or the Commission may consider:

(a) any cost insufficiently substantiated by information provided by the beneficiary as ineligible;

(b) any financing not linked to costs, unit, lump sum or flat-rate contribution insufficiently substantiated by information provided by the beneficiary as undue.

II.27.5 Contradictory audit procedure

On the basis of the findings made during the audit, a provisional report ('draft audit report') must be drawn up. It must be sent by the Agency and/or the Commission or its authorised representative to the beneficiary concerned, which must have 30 calendar days from the date of receipt to submit observations. The final report ('final audit report') must be sent to the beneficiary concerned within 60 calendar days of expiry of the time limit for submission of observations.

II.27.6 Effects of audit findings

On the basis of the final audit findings, the Agency and/or the Commission may take the measures it considers necessary, including recovery at the time of payment of the balance or after payment of the balance of all or part of the payments made by it, as provided for in Article II.26.

In the case of final audit findings after the payment of the balance, the amount to be recovered corresponds to the difference between the revised final amount of the grant, determined in accordance with Article II.25, and the total amount paid to the beneficiaries under the Agreement for the implementation of the *action*.

II.27.7 Correction of systemic or recurrent irregularities, fraud or breach of obligations

II.27.7.1 The Agency and/or the Commission may extend audit findings from other grants to this grant if:

(a) the beneficiary concerned is found to have committed systemic or recurrent *irregularities*, *fraud* or *breach of obligations* in other EU or Euratom grants awarded under similar conditions and such *irregularities*, *fraud* or *breach of obligations* have a material impact on this grant; and

(b) the final audit findings are sent to the beneficiary concerned through a *formal notification*, together with the list of grants affected by the findings within the period referred to in Article II.27.1.

The extension of findings may lead to:

(a) the rejection of costs as ineligible;

(b) reduction of the grant as provided for in Article II.25.4;

(c) recovery of undue amounts as provided for in Article II.26;

(d) suspension of payments as provided for in Article II.24.1;

(e) suspension of the *action* implementation as provided for in Article II.16.2;

(f) termination as provided for in Article II.17.3.

II.27.7.2 The Agency and/or the Commission must send a *formal notification* to the beneficiary concerned informing it of the systemic or recurrent *irregularities, fraud* or *breach of obligations* and of its intention to extend the audit findings, together with the list of grants affected.

(a) If the findings concern eligibility of costs the procedure is as follows:

Step 1 — The *formal notification* must include:

(i) an invitation to submit observations on the list of grants affected by the findings;

(ii) a request to submit revised financial statements for all grants affected;

(iii) where possible, the correction rate for extrapolation established by the Agency and/or the Commission to calculate the amounts to be rejected on the basis of the systemic or recurrent *irregularities, fraud* or *breach of obligations*, if the beneficiary concerned:

- considers that the submission of revised financial statements is not possible or practicable; or

- will not submit revised financial statements.

Step 2 — The beneficiary concerned has 60 calendar days from when it receives the *formal notification* to submit observations and revised financial statements or to propose a duly substantiated alternative correction method. This period may be extended by the Agency and/or the Commission in justified cases.

Step 3 — If the beneficiary concerned submits revised financial statements that take account of the findings the Agency and/or the Commission will determine the amount to be corrected on the basis of those revised statements.

If the beneficiary proposes an alternative correction method and the Agency and/or the Commission accepts it, the Agency and/or the Commission must send a *formal notification* to the beneficiary concerned informing it:

(i) that it accepts the alternative method;

(ii) of the revised eligible costs determined by applying this method.

Otherwise the Agency and/or the Commission must send a *formal notification* to the beneficiary concerned informing it:

(i) that it does not accept the observations or the alternative method proposed;

(ii) of the revised eligible costs determined by applying the extrapolation method initially notified to the beneficiary.

If the systemic or recurrent *irregularities, fraud* or *breach of obligations* are found after the payment of the balance, the amount to be recovered corresponds to the difference between:

(i) the revised final amount of the grant, determined in accordance with Article II.25 on the basis of the revised eligible costs declared by the beneficiary and approved by the Agency and/or the Commission or on the basis of the revised eligible costs after extrapolation; and

(ii) the total amount paid to the beneficiaries under the Agreement for the implementation of the *action*;

(b) If the findings concern improper implementation or a breach of another obligation the procedure is as follows:

Step 1 — The *formal notification* must include:

(i) an invitation to the beneficiary to submit observations on the list of grants affected by the findings and

(ii) the correction flat rate the Agency and/or the Commission intends to apply to the *maximum amount of the grant* or to part of it, according to the principle of proportionality.

Step 2 — The beneficiary concerned has 60 calendar days from receiving the *formal notification* to submit observations or to propose a duly substantiated alternative flat-rate.

Step 3 — If the Agency and/or the Commission accepts the alternative flat rate proposed by the beneficiary, it must send a *formal notification* to the beneficiary concerned informing it:

(i) that it accepts the alternative flat-rate;

(ii) of the corrected grant amount by applying this flat rate.

Otherwise the Agency and/or the Commission must send a *formal notification* to the beneficiary concerned informing it:

(i) that it does not accept the observations or the alternative flat rate proposed;

(ii) of the corrected grant amount by applying the flat rate initially notified to the beneficiary.

If the systemic or recurrent *irregularities*, *fraud* or *breach of obligations* are found after the payment of the balance, the amount to be recovered corresponds to the difference between:

(i) the revised final amount of the grant after flat-rate correction; and

(ii) the total amount paid to the beneficiaries under the Agreement for the implementation of the *action*.

II.27.8 Rights of OLAF

The European Anti-Fraud Office (OLAF) has the same rights as the Agency and the Commission, particularly the right of access, for the purpose of checks and investigations.

Under Council Regulation (Euratom, EC) No 2185/96[5] and Regulation (EU, Euratom) No 883/2013[6] OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against *fraud* and other *irregularities*.

Where appropriate, OLAF findings may lead to the Agency and/or the Commission recovering amounts from beneficiaries.

Moreover, findings arising from an OLAF investigation may lead to criminal prosecutions under national law.

---

[5] Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities.

[6] Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF).

II.27.9 Rights of the European Court of Auditors and EPPO

The European Court of Auditors and the European Public Prosecutor's Office established by Council Regulation (EU) 2017/1939[7] ('the EPPO') have the same rights as the Agency and the Commission, particularly the right of access, for the purpose of checks,audits and investigations.

[7] Council Regulation (EU) 2017/1939 of 12 October 2017 implementing enhanced cooperation on the establishment of the European Public Prosecutor's Office

ANNEX III

Estimated budget of the action

Maximum Grant contribution to the project costs

		EUR
I	STAFF COSTS	399.424,00
II	TRAVEL COSTS	214.280,00
III	COSTS OF STAY	170.400,00
IV	EQUIPMENT	165.841,00
V	SUBCONTRACTING	50.000,00
VI	EXCEPTIONAL COSTS	0,00
	TOTAL GRANT CONTRIBUTION (total I – VI)	999.945,00

ANNEX IV

LIST OF BENEFICIARIES (AND AFFILIATED ENTITIES WHEN APPLICABLE)

AND

MANDATES PROVIDED TO THE COORDINATOR BY THE OTHER BENEFICIARIES

EW

ANNEX IV - List of Beneficiaries

609743-EPP-1-2019-1-SE-EPPKA2-CBHE-JP

Co-beneficiary Institutions	PIC	City	Country
AALBORG UNIVERSITET	999904034	AALBORG	DK
HAJEE MOHAMMAD DANESH SCIENCE AND TECHNOLOGY UNIVERSITY (HSTU), DINAJPUR	905608200	DINAJPUR	BD
JAHANGIRNAGAR UNIVERSITY	914441214	DHAKA	BD
NATIONAL UNIVERSITY OF LAOS	984078484	VIENTIANE	LA
SAVANNAKHET UNIVERSITY	923006411	KAISONHOMVIHA	LA
THUYLOI UNIVERSITY	906854553	HANOI	VN
TRUONG DAI HOC TAI NGUYEN VA MOI TRUONG TPHCM	922700861	HOCHIMINH CITY	VN
UNIVERSIDADE DE LISBOA	949885305	LISBOA	PT
Co-ordinator	**PIC**	**City**	**Country**
GOETEBORGS UNIVERSITET	999981925	GOTHENBURG	SE

MANDATE[1]

I, the undersigned,

Per Michael Johansen,

representing,

Aalborg University ,*AAU*
State University, non-profit organisation
[official registration No]29102384
Fredrik Bajers Vej 5, Postboks 159, 9100 Aalborg, Denmark
VAT number: DK29102384
PIC number: 999904034

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement ***Strategic Environmental Assessment for Capacity Development in Higher Education in Asia [SEA-ASIA]*** (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")
hereby:

1. Mandate

Univeristy of Gothenburg [GU]
State University, non-profit organization
Official registration No 202100-3153
Vasaparken, Box 100, 405 30 Gothenburg, Sweden
VAT number: SE202100315301
PIC number: 999981925

represented by **Eva Wiberg, Vice-Chancellor**
(Hereinafter referred to as "the coordinator")

to sign in my name and on my behalf the grant agreement and its possible subsequent amendments with the Agency.

2. Mandate the coordinator to act on behalf of the beneficiary in compliance with the grant agreement.

I hereby confirm that the beneficiary accepts all terms and conditions of the grant agreement and, in particular, all provisions affecting the coordinator and the other beneficiaries. In particular, I acknowledge that, by virtue of this mandate, the coordinator alone is entitled to receive funds from

[1] One copy of this Annex shall be included for each beneficiary except for the coordinator.

the Agency and distribute the amounts corresponding to the beneficiary's participation in the action.

I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfil his obligations under the grant agreement, and in particular, to provide to the coordinator, on his request, whatever documents or information may be required.

I hereby declare that the beneficiary agrees that the provisions of the grant agreement, including this mandate, shall take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of the grant agreement.

This mandate shall be annexed to the grant agreement and shall form an integral part thereof.

SIGNATURE[2]

Per Michael Johansen

Rector



Done at Aalborg University, 01.02.2019

[2] If the signatory is not the Rector/President of the Higher Education Institution (or Vice-Rector, Vice-President Chancellor, Vice-Chancellor), a specific project-related statement signed by the Rector/President must be provided authorising the signatory person to commit the whole institution.

2019 CALL EAC/A03/2018

MANDATE[1]

I, the undersigned,

Professor Dr. M. Abul Kashem, Vice-Chancellor,

representing,

Hajee Mohammad Danesh Science and Technology University (HSTU)
Dinajpur 5200, BANGLADESH
[Public University]

*VAT number:*1113300450311
*PIC number:*905608200

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement ***Strategic Environmental Assessment for Capacity Development in Higher Education in Asia [SEA-ASIA]***(hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")
hereby:

1. Mandate

Univeristy of Gothenburg [GU]
State University, non-profit organization
Official registration No 202100-3153
Vasaparken, Box 100, 405 30 Gothenburg, Sweden
*VAT number:*SE202100315301
*PIC number:*999981925

represented by **EvaWiberg, Vice-Chancellor**
(Hereinafter referred to as "the coordinator")

to sign in my name and on my behalf the grant agreement and its possible subsequent amendments with the Agency.

2. Mandate the coordinator to act on behalf of the beneficiary in compliance with the grant agreement.

I hereby confirm that the beneficiary accepts all terms and conditions of the grant agreement and, in particular, all provisions affecting the coordinator and the other beneficiaries. In particular, I acknowledge that, by virtue of this mandate, the coordinator alone is entitled to receive funds

[1]One copy of this Annex shall be included for each beneficiary except for the coordinator.

from the Agency and distribute the amounts corresponding to the beneficiary's participation in the action.

I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfil his obligations under the grant agreement, and in particular, to provide to the coordinator, on his request, whatever documents or information may be required.

I hereby declare that the beneficiary agrees that the provisions of the grant agreement, including this mandate, shall take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of the grant agreement.

This mandate shall be annexed to the grant agreement and shall form an integral part thereof.

SIGNATURE[2]

[Professor Dr. M. Abul Kashem]

[Vice-Chancellor, HSTU]

[Signature and stamp]

17 January, 2019

Prof. Dr. M. Abul Kashem
Vice-Chancellor
Hajee Mohammad Danesh Science &
Technology University, Dinajpur.

Done at Dinajpur, 17-01-2019

[2]If the signatory is not the Rector/President of the Higher Education Institution (or Vice-Rector, Vice-President Chancellor, Vice-Chancellor), a specific project-related statement signed by the Rector/President must be provided authorising the signatory person to commit the whole institution.

MANDATE[1]

I, the undersigned,

Farzana Islam ,

representing,

Jahangirnagar University *(JU)*
[official legal status or form]
[official registration No]
[Savar, Dhaka-1342, Bangladesh]
VAT number: 17111003518
PIC number: 914441214

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement ***Strategic Environmental Assessment for Capacity Development in Higher Education in Asia [SEA-ASIA]*** (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")
hereby:

1. Mandate

Univeristy of Gothenburg [GU]
State University, non-profit organization
Official registration No 202100-3153
Vasaparken, Box 100, 405 30 Gothenburg, Sweden
VAT number: SE202100315301
PIC number: 999981925

represented by **Eva Wiberg, Vice-Chancellor**
(Hereinafter referred to as "the coordinator")

to sign in my name and on my behalf the grant agreement and its possible subsequent amendments with the Agency.

2. Mandate the coordinator to act on behalf of the beneficiary in compliance with the grant agreement.

I hereby confirm that the beneficiary accepts all terms and conditions of the grant agreement and, in particular, all provisions affecting the coordinator and the other beneficiaries. In particular, I acknowledge that, by virtue of this mandate, the coordinator alone is entitled to receive funds from

[1] One copy of this Annex shall be included for each beneficiary except for the coordinator.

the Agency and distribute the amounts corresponding to the beneficiary's participation in the action.

I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfil his obligations under the grant agreement, and in particular, to provide to the coordinator, on his request, whatever documents or information may be required.

I hereby declare that the beneficiary agrees that the provisions of the grant agreement, including this mandate, shall take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of the grant agreement.

This mandate shall be annexed to the grant agreement and shall form an integral part thereof.

SIGNATURE[2]

Farzana Islam

Vice Chancellor of Jahangirnagar University

[Signature and stamp]

Done at [Dhaka], [14 Jan. 19]

Professor Dr. Farzana Islam
Vice Chancellor
Jahangirnagar University

[2] If the signatory is not the Rector/President of the Higher Education Institution (or Vice-Rector, Vice-President Chancellor, Vice-Chancellor), a specific project-related statement signed by the Rector/President must be provided authorising the signatory person to commit the whole institution.

MANDATE[1]

I, the undersigned,

Assoc Prof PhD Houngphet CHANTHAVONG,

representing,

National University of Laos *NUOL*
[official legal status or form]
[official registration No]
[full official address]
VAT number:
PIC number: 984078484

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement ***Strategic Environmental Assessment for Capacity Development in Higher Education in Asia [SEA-ASIA]*** (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")
hereby:

1. Mandate

Univeristy of Gothenburg [GU]
State University, non-profit organization
Official registration No 202100-3153
Vasaparken, Box 100, 405 30 Gothenburg, Sweden
VAT number: SE202100315301
PIC number: 999981925

represented by **Eva Wiberg, Vice-Chancellor**
(Hereinafter referred to as "the coordinator")

to sign in my name and on my behalf the grant agreement and its possible subsequent amendments with the Agency.

2. Mandate the coordinator to act on behalf of the beneficiary in compliance with the grant agreement.

I hereby confirm that the beneficiary accepts all terms and conditions of the grant agreement and, in particular, all provisions affecting the coordinator and the other beneficiaries. In particular, I acknowledge that, by virtue of this mandate, the coordinator alone is entitled to receive funds from the Agency and distribute the amounts corresponding to the beneficiary's participation in the action.

[1] One copy of this Annex shall be included for each beneficiary except for the coordinator

I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfil his obligations under the grant agreement, and in particular, to provide to the coordinator, on his request, whatever documents or information may be required.

I hereby declare that the beneficiary agrees that the provisions of the grant agreement, including this mandate, shall take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of the grant agreement.

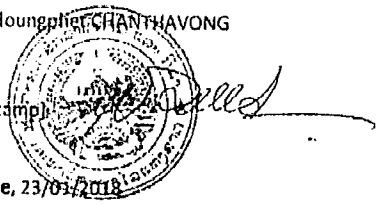
This mandate shall be annexed to the grant agreement and shall form an integral part thereof.

SIGNATURE[1]

Assoc Prof PhD Houngphet CHANTHAVONG

Vice-president

[Signature and stamp]:



Done at Vientiane, 23/01/2018

[1] If the signatory is not the Rector/President of the Higher Education Institution (or Vice-Rector, Vice-President Chancellor, Vice-Chancellor), a specific project-related statement signed by the Rector/President must be provided authorising the signatory person to commit the whole institution.

MANDATE[1]

I, the undersigned,

[NINCHALEUNE Bounheuang, phD. Vice-President for Academic Affairs, Savannakhet University],

representing,

[Savannakhet University] ***[SKU]***
[Public University]
[Official registration No.091/PM, dated 27 March 2009]
[Naxang Campus, Savannakhet University, Naxang Village, Kaisonephomvihane District, Savannakhet Province, Lao PDR. P.O.Box 14, Tel: +856 41 253286; Fax: +856 41 252810; Email: fae_sku@yahoo.com]
VAT number: Equivalent
PIC number: 923006411

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement ***Strategic Environmental Assessment for Capacity Development in Higher Education in Asia [SEA-ASIA]*** (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")
hereby:

1. Mandate

Univeristy of Gothenburg [GU]
State University, non-profit organization
Official registration No 202100-3153
Vasaparken, Box 100, 405 30 Gothenburg, Sweden
VAT number: SE202100315301
PIC number: 999981925

represented by **Eva Wiberg, Vice-Chancellor**
(Hereinafter referred to as "the coordinator")

to sign in my name and on my behalf the grant agreement and its possible subsequent amendments with the Agency.

2. Mandate the coordinator to act on behalf of the beneficiary in compliance with the grant agreement.

I hereby confirm that the beneficiary accepts all terms and conditions of the grant agreement and, in particular, all provisions affecting the coordinator and the other beneficiaries. In particular, I acknowledge that, by virtue of this mandate, the coordinator alone is entitled to receive funds

[1] One copy of this Annex shall be included for each beneficiary except for the coordinator.

from the Agency and distribute the amounts corresponding to the beneficiary's participation in the action.

I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfil his obligations under the grant agreement, and in particular, to provide to the coordinator, on his request, whatever documents or information may be required.

I hereby declare that the beneficiary agrees that the provisions of the grant agreement, including this mandate, shall take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of the grant agreement.

This mandate shall be annexed to the grant agreement and shall form an integral part thereof.

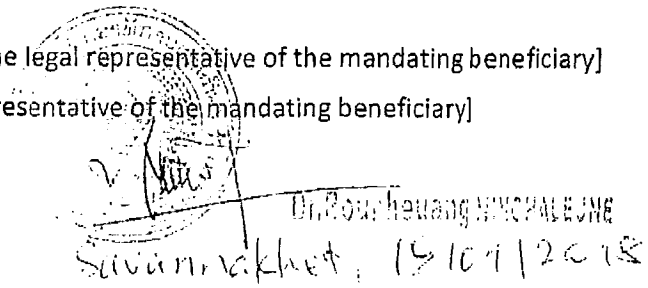
SIGNATURE[2]

[Forename, surname of the legal representative of the mandating beneficiary]

[Function of the legal representative of the mandating beneficiary]

[Signature and stamp]

Done at [place], [date]



[2] If the signatory is not the Rector/President of the Higher Education Institution (or Vice-Rector, Vice-President Chancellor, Vice-Chancellor), a specific project-related statement signed by the Rector/President must be provided authorising the signatory person to commit the whole institution.

MANDATE[1]

I, the undersigned,

Trinh Minh Thu,

representing,

[Thuy loi University]*[TLU]*
[Public University]
[296 - TL/QĐ]
[175 Tay Son street, Dong Da district, Hanoi Capital City, Vietnam]
*VAT number:*0101658035
*PIC number:*906854553

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement ***Strategic Environmental Assessment for Capacity Development in Higher Education in Asia [SEA-ASIA]***(hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")
hereby:

1. Mandate

Univeristy of Gothenburg [GU]
State University, non-profit organization
Official registration No 202100-3153
Vasaparken, Box 100, 405 30 Gothenburg, Sweden
*VAT number:*SE202100315301
*PIC number:*999981925

represented by **EvaWiberg, Vice-Chancellor**
(Hereinafter referred to as "the coordinator")

to sign in my name and on my behalf the grant agreement and its possible subsequent amendments with the Agency.

2. Mandate the coordinator to act on behalf of the beneficiary in compliance with the grant agreement.

I hereby confirm that the beneficiary accepts all terms and conditions of the grant agreement and, in particular, all provisions affecting the coordinator and the other beneficiaries. In particular, I acknowledge that, by virtue of this mandate, the coordinator alone is entitled to receive funds from the Agency and distribute the amounts corresponding to the beneficiary's participation in the action.

[1]One copy of this Annex shall be included for each beneficiary except for the coordinator.

I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfil his obligations under the grant agreement, and in particular, to provide to the coordinator, on his request, whatever documents or information may be required.

I hereby declare that the beneficiary agrees that the provisions of the grant agreement, including this mandate, shall take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of the grant agreement.

This mandate shall be annexed to the grant agreement and shall form an integral part thereof.

SIGNATURE[2]

[Minh Thu, Trinh]

[Rector]

[Signature and stamp]

Done at Hanoi, Vietnam, 10/01/2019

[2] If the signatory is not the Rector/President of the Higher Education Institution (or Vice-Rector, Vice-President Chancellor, Vice-Chancellor), a specific project-related statement signed by the Rector/President must be provided authorising the signatory person to commit the whole institution.

MANDATE[1]

I, the undersigned,

Phan Dinh Tuan,

representing,

Ho Chi Minh City University Of Natural Resources And Environment] [HCMUNRE]
[Public University]
[1430/QĐ-TTg]
[236B Le Van Sy Street, Ward 1, Tan Binh District, Ho Chi Minh City, Viet Nam]

VAT number: 0304900122
PIC number: 922700861

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement ***Strategic Environmental Assessment for Capacity Development in Higher Education in Asia [SEA-ASIA]*** (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")
hereby:

1. Mandate

Univeristy of Gothenburg [GU]
State University, non-profit organization
Official registration No 202100-3153
Vasaparken, Box 100, 405 30 Gothenburg, Sweden
VAT number: SE202100315301
PIC number: 999981925

represented by **Eva Wiberg, Vice-Chancellor**
(Hereinafter referred to as "the coordinator")

to sign in my name and on my behalf the grant agreement and its possible subsequent amendments with the Agency.

2. Mandate the coordinator to act on behalf of the beneficiary in compliance with the grant agreement.

I hereby confirm that the beneficiary accepts all terms and conditions of the grant agreement and, in particular, all provisions affecting the coordinator and the other beneficiaries. In particular, I acknowledge that, by virtue of this mandate, the coordinator alone is entitled to receive funds from

[1] One copy of this Annex shall be included for each beneficiary except for the coordinator.

the Agency and distribute the amounts corresponding to the beneficiary's participation in the action.

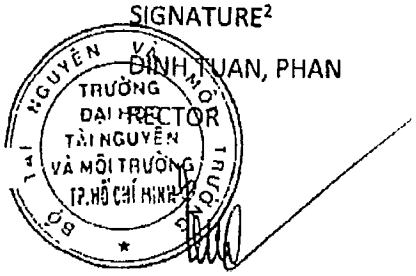
I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfil his obligations under the grant agreement, and in particular, to provide to the coordinator, on his request, whatever documents or information may be required.

I hereby declare that the beneficiary agrees that the provisions of the grant agreement, including this mandate, shall take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of the grant agreement.

This mandate shall be annexed to the grant agreement and shall form an integral part thereof.

SIGNATURE[2]

DINH TUAN, PHAN



RECTOR

Done at Ho Chi Minh - Viet Nam, on 10 -01-2019

[2] If the signatory is not the Rector/President of the Higher Education Institution (or Vice-Rector, Vice-President Chancellor, Vice-Chancellor), a specific project-related statement signed by the Rector/President must be provided authorising the signatory person to commit the whole institution.

MANDATE[1]

I, the undersigned,

António Manuel Cruz Serra,

representing,

Universidade de Lisboa *[UL]*
Public University
269558-EPP-1-2015-1-PT-EPPKA3-ECHE
Alameda da Universidade Cidade Universitária, 1649-004 Lisboa, Portugal
VAT number: PT510739024
PIC number: 949885305

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement ***Strategic Environmental Assessment for Capacity Development in Higher Education in Asia [SEA-ASIA]*** (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")
hereby:

1. Mandate

Univeristy of Gothenburg [GU]
State University, non-profit organization
Official registration No 202100-3153
Vasaparken, Box 100, 405 30 Gothenburg, Sweden
VAT number: SE202100315301
PIC number: 999981925

represented by **Eva Wiberg, Vice-Chancellor**
(Hereinafter referred to as "the coordinator")

to sign in my name and on my behalf the grant agreement and its possible subsequent amendments with the Agency.

2. Mandate the coordinator to act on behalf of the beneficiary in compliance with the grant agreement.

I hereby confirm that the beneficiary accepts all terms and conditions of the grant agreement and, in particular, all provisions affecting the coordinator and the other beneficiaries. In particular, I acknowledge that, by virtue of this mandate, the coordinator alone is entitled to receive funds from

[1] One copy of this Annex shall be included for each beneficiary except for the coordinator.

the Agency and distribute the amounts corresponding to the beneficiary's participation in the action.

I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfil his obligations under the grant agreement, and in particular, to provide to the coordinator, on his request, whatever documents or information may be required.

I hereby declare that the beneficiary agrees that the provisions of the grant agreement, including this mandate, shall take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of the grant agreement.

This mandate shall be annexed to the grant agreement and shall form an integral part thereof.

SIGNATURE[2]

António Cruz Serra

Rector



Done at Lisboa, 07/01/2019

[2] If the signatory is not the Rector/President of the Higher Education Institution (or Vice-Rector, Vice-President Chancellor, Vice-Chancellor), a specific project-related statement signed by the Rector/President must be provided authorising the signatory person to commit the whole institution.

ANNEXES V and VI

MODEL TECHNICAL IMPLEMENTATION REPORT(S) AND MODEL FINANCIAL STATEMENT(S)

The technical reports, summary reports for publication, financial statements and other documents must be submitted by the beneficiary in accordance with the templates and the instructions provided on the website of the Executive Agency: http://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space_en

Reports and Pre-financing	Deadlines
• Progress report on the implementation of the action ('Technical report on progress') and Summary report for publication (Annex V)	**Within 60 calendar days following the end of the first reporting period**
• Request for payment and Statement on the use of the previous pre-financing instalment (Annex VI), on the condition that the Progress report on the implementation of the action ('Technical report on progress') has been submitted	**Within 6 month following the end of the first reporting period**

Final Report:	• Final report on implementation of the action • Summary report for publication • Final financial statement and request for payment, including the financial tables for each budget heading • Model terms of reference for the certificate on the financial statements (Report of Factual Findings on the Final Financial Report – Type II)	**Two months after the end of the eligibility period**

Supporting documents (copies, not originals) to be submitted with the Final Report include:

- Invoices related to purchase of equipment where the cost exceeds EUR 25.000
- Invoices and contracts related to subcontractors whether academic or administrative (individuals, companies) if the cost exceeds EUR 25.000
- Any prior authorisation from the Agency

ANNEX VII

MODEL TERMS OF REFERENCE FOR THE CERTIFICATE ON THE FINANCIAL STATEMENTS

(REPORT OF FACTUAL FINDINGS ON THE FINAL FINANCIAL REPORT – TYPE II)

As stated in Article I.4.4 of the Grant Agreement, a "Certificate on the financial statements and underlying accounts" (Report of Factual Findings on the Final Financial Report – Type II) must be sent with the Final Report.

You will find the template on the website of the Executive Agency:

http://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space_en

ANNEX IX

MODEL TERMS OF REFERENCE FOR THE OPERATIONAL VERIFICATION REPORT: NOT APPLICABLE

EN