

**DELIBERATION DU CONSEIL D'ADMINISTRATION**  
**DE L'UNIVERSITE D'ORLEANS**  
**Séance du 12 mars 2021**

---

**VII. Délibération relative à la convention de subvention du projet d'université européenne Athena**

Le Conseil d'Administration approuve la convention de subvention du projet d'université européenne Athena conformément au document ci-joint.

<b>Effectif Statutaire :</b>	36
<b>Membres en exercice :</b>	35

<b>Quorum :</b>	
Membres présents :	26
Membres représentés :	8
<b>Total :</b>	34

Décompte des votes :

<b>Absentions :</b>	12
<b>Votants :</b>	22
<b>Blancs ou nuls :</b>	--

<b>Suffrages exprimés :</b>	22
<b>Pour :</b>	21
<b>Contre :</b>	1

La délibération est adoptée.

Fait à Orléans, le 19 mars 2021

Le président,



Eric BLOND

## **Convention de subvention ATHENA**

Le projet d'université européenne ATHENA regroupe 7 partenaires et est coordonné par l'Institut polytechnique de Porto (Portugal).

Il est financé par le programme européen pour l'éducation, la formation, la jeunesse et le sport (référence de l'appel : EAC-A02-2019-1 / topic : EPP-EUR-UNIV-2020 European Universities). La durée du projet est de 36 mois.

La subvention accordée est de 791 467,87€ pour l'Université d'Orléans (subvention maximale).

L'établissement a perçu au titre de l'année 2021 une recette de 633 k€.

La convention de subvention est jointe et le budget est détaillé sur la page suivante.

## ESTIMATED BUDGET FOR THE ACTION

Cost form <sup>7</sup>	Estimated eligible <sup>1</sup> costs (per budget category)						EU contribution <sup>2</sup>			
	A. Direct personnel costs	B. Direct travel and subsistence costs		C. Direct costs of subcontracting	E. Other direct costs	F. Indirect costs <sup>3</sup>	Total costs	Reimbursement rate % <sup>4</sup>	Maximum EU contribution <sup>5</sup>	Maximum grant amount <sup>6</sup>
	A.1 Employees (or equivalent) A.2 Natural persons under direct contract and seconded persons	B.1 Travel	B. Subsistence		E.1 Equipment E.2 Other goods and services					
	Actual	Actual	Actual	Actual	Actual	Flat-rate <sup>9</sup>				
	a	b1	[b2]	c	e	f = flat-rate * (a+b1+b2+c+e)	g = a+b1+b2+c+e+f	h	i = g * h	j
1. IPP	940 101.00	42 910.00	79 200.00	0.00	33 500.00	76 699.77	1 172 410.77	80.00	937 928.62	937 928.61
2. HMU	618 296.00	42 420.00	71 130.00	0.00	38 500.00	53 924.22	824 270.22	80.00	659 416.18	659 416.17
3. USIEGEN	777 392.00	34 230.00	71 130.00	0.00	38 500.00	64 487.64	985 739.64	80.00	788 591.71	788 591.71
4. UM	581 350.00	34 020.00	74 490.00	0.00	33 500.00	50 635.20	773 995.20	80.00	619 196.16	619 196.15
5. UNICUSANO	674 636.00	32 200.00	74 490.00	0.00	60 500.00	58 927.82	900 753.82	80.00	720 603.06	720 603.05
6. UORL	780 752.00	34 230.00	71 130.00	0.00	38 500.00	64 722.84	989 334.84	80.00	791 467.87	791 467.87
7. VGTU	418 358.00	37 660.00	74 490.00	0.00	33 500.00	39 480.56	603 488.56	80.00	482 790.85	482 790.85
<b>Σ consortium</b>	<b>4 790 885.00</b>	<b>257 670.00</b>	<b>516 060.00</b>	<b>0.00</b>	<b>276 500.00</b>	<b>408 878.05</b>	<b>6 249 993.05</b>	<b>80.00</b>	<b>4 999 994.45</b>	<b>4 999 994.41</b>

*Le président soumet aux administrateurs la proposition suivante :*

*Approbation de la convention de subvention du projet d'université européenne ATHENA*



**EUROPEAN COMMISSION**  
Education, Audiovisual and Culture Executive Agency (EACEA)  
EACEA.A – Erasmus+, EU Solidarity Corps  
**A.1 – European Higher Education**

## **GRANT AGREEMENT**

**NUMBER 101004096 — ATHENA**

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

**on the one part,**

the **Education, Audiovisual and Culture Executive Agency (EACEA)** ('the Agency'), under the powers delegated by the European Commission ('the Commission'), represented for the purposes of signature of this Agreement by Jose-Lorenzo VALLES, Education, Audiovisual and Culture Executive Agency, Erasmus+, EU Solidarity Corps, European Higher Education,

**and**

**on the other part,**

1. 'the coordinator':

**INSTITUTO POLITECNICO DO PORTO (IPP)**, established in RUA DR ROBERTO FRIAS 712, Porto 4200-465, Portugal, VAT number: PT503606251, represented for the purposes of signing the Agreement by President, João Rocha

and the following other beneficiaries, if they sign their 'Accession Form' (see Annex 3 and Article 40):

2. **ELLINIKO MESOGIAXO PANEPISTIMIO (HMU)**, established in ESTAVROMENOS, HERAKLION 71004, Greece, VAT number: EL996844271,

3. **UNIVERSITAET SIEGEN (USIEGEN)**, established in ADOLF REICHWEIN STRASSE 2A, SIEGEN 57076, Germany, VAT number: DE154854171,

4. **UNIVERZA V MARIBORU (UM)**, established in SLOMSKOV TRG 15, MARIBOR 2000, Slovenia, VAT number: SI71674705,

5. **UNIVERSITA DEGLI STUDI NICCOLO CUSANO TELEMATICA ROMA (UNICUSANO)**, established in VIA DON CARLO GNOCCHI 3, ROMA 00166, Italy, VAT number: IT09073721004,

6. **UNIVERSITE D'ORLEANS (UORL)**, established in CHATEAU DE LA SOURCE, ORLEANS CEDEX 2 45067, France, VAT number: FR52194508552,

7. **VILNIAUS GEDIMINO TECHNIKOS UNIVERSITETAS (VGTU)**, established in SAULETEKIO AL 11, VILNIUS 10223, Lithuania, VAT number: LT119502413,

Unless otherwise specified, references to ‘beneficiary’ or ‘beneficiaries’ include the coordinator.

If only one beneficiary signs the grant agreement (‘mono-beneficiary grant’), all provisions referring to the ‘beneficiaries’ will be considered referring to the beneficiary.

The parties referred to above have agreed to enter into the Agreement under the terms and conditions below.

By signing the Agreement or the Accession Form, the beneficiaries accept the grant and agree to implement it under their own responsibility and in accordance with the Agreement, with all the obligations and conditions it sets out.

The Agreement is composed of:

#### Terms and Conditions

Annex 1	Description of the action
Annex 2	Estimated budget for the action
	Annex 2a Not applicable
Annex 3	Accession Forms
Annex 4	Model for the financial statements
Annex 5	Model for the certificate on the financial statements
Annex 6	Model for the certificate on the methodology (CoMUC): not applicable
Annex 7	Statement on the use of the previous pre-financing payment: not applicable

# TERMS AND CONDITIONS

## TABLE OF CONTENTS

<b>CHAPTER 1 GENERAL.....</b>	<b>8</b>
ARTICLE 1 — SUBJECT OF THE AGREEMENT.....	8
<b>CHAPTER 2 ACTION.....</b>	<b>8</b>
ARTICLE 2 — ACTION TO BE IMPLEMENTED.....	8
ARTICLE 3 — DURATION AND STARTING DATE OF THE ACTION.....	8
ARTICLE 4 — ESTIMATED BUDGET AND BUDGET TRANSFERS.....	8
4.1 Estimated budget.....	8
4.2 Budget transfers.....	8
<b>CHAPTER 3 GRANT.....</b>	<b>8</b>
ARTICLE 5 — GRANT AMOUNT, FORM OF GRANT, REIMBURSEMENT RATE AND FORMS OF COSTS.....	8
5.1 Maximum grant amount.....	8
5.2 Form of grant, reimbursement rate and forms of costs.....	8
5.3 Final grant amount — Calculation.....	9
5.4 Revised final grant amount — Calculation.....	10
ARTICLE 6 — ELIGIBLE AND INELIGIBLE COSTS.....	10
6.1 General conditions for costs to be eligible.....	10
6.2 Specific conditions for costs to be eligible.....	11
6.3 Conditions for costs of linked parties to be eligible.....	14
6.4 Ineligible costs.....	14
6.5 Consequences of declaration of ineligible costs.....	15
<b>CHAPTER 4 RIGHTS AND OBLIGATIONS OF THE PARTIES.....</b>	<b>15</b>
<b>SECTION 1 RIGHTS AND OBLIGATIONS RELATED TO IMPLEMENTING THE ACTION.....</b>	<b>15</b>
ARTICLE 7 — GENERAL OBLIGATION TO PROPERLY IMPLEMENT THE ACTION.....	15
7.1 General obligation to properly implement the action.....	15
7.2 Consequences of non-compliance.....	16
ARTICLE 8 — RESOURCES TO IMPLEMENT THE ACTION — THIRD PARTY INVOLVED IN THE ACTION.....	16
ARTICLE 8a — IMPLEMENTATION OF ACTION TASKS BY BENEFICIARIES NOT RECEIVING FUNDING.....	16
ARTICLE 9 — PURCHASE OF GOODS, WORKS OR SERVICES.....	16
9.1 Rules for purchasing goods, works or services.....	16

9.2	Consequences of non-compliance.....	17
ARTICLE 10 — IMPLEMENTATION OF ACTION TASKS BY SUBCONTRACTORS.....		17
10.1	Rules for subcontracting action tasks.....	17
10.2	Consequences of non-compliance.....	17
ARTICLE 11 — IMPLEMENTATION OF ACTION TASKS BY LINKED THIRD PARTIES.....		18
ARTICLE 11a — FINANCIAL SUPPORT TO THIRD PARTIES.....		18
<b>SECTION 2 RIGHTS AND OBLIGATIONS RELATED TO THE GRANT ADMINISTRATION.....</b>		<b>18</b>
ARTICLE 12 — GENERAL OBLIGATION TO INFORM.....		18
12.1	General obligation to provide information upon request.....	18
12.2	Obligation to keep information up to date and to inform about events and circumstances likely to affect the Agreement.....	18
12.3	Consequences of non-compliance.....	18
ARTICLE 13 — KEEPING RECORDS — SUPPORTING DOCUMENTATION.....		19
13.1	Obligation to keep records and other supporting documentation.....	19
13.2	Consequences of non-compliance.....	20
ARTICLE 14 — SUBMISSION OF DELIVERABLES.....		20
14.1	Obligation to submit deliverables.....	20
14.2	Consequences of non-compliance.....	20
ARTICLE 15 — REPORTING — PAYMENT REQUESTS.....		20
15.1	Obligation to submit reports.....	20
15.2	Reporting periods.....	20
15.2a	Request(s) for additional pre-financing payment(s).....	20
15.3	Periodic reports — Requests for interim payments.....	20
15.4	Final report — Request for payment of the balance.....	21
15.5	Information on cumulative expenditure incurred.....	22
15.6	Currency for financial statements and conversion into euro.....	22
15.7	Language of reports.....	22
15.8	Consequences of non-compliance.....	22
ARTICLE 16 — PAYMENTS AND PAYMENT ARRANGEMENTS.....		22
16.1	Payments to be made.....	22
16.2	Pre-financing payments — Amount .....	23
16.3	Interim payments — Amount — Calculation.....	23
16.4	Payment of the balance — Amount — Calculation.....	23
16.5	Notification of amounts due.....	24
16.6	Currency for payments.....	24

16.7	Payments to the coordinator — Distribution to the beneficiaries.....	24
16.8	Bank account for payments.....	24
16.9	Costs of payment transfers.....	24
16.10	Date of payment.....	24
16.11	Consequences of non-compliance.....	24
<b>ARTICLE 17 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS.....</b>		<b>25</b>
17.1	Checks, reviews and audits by the Agency and the Commission.....	25
17.2	Investigations by the European Anti-Fraud Office (OLAF).....	27
17.3	Checks and audits by the European Court of Auditors (ECA).....	27
17.4	Checks, reviews, audits and investigations for international organisations.....	27
17.5	Consequences of findings in checks, reviews, audits and investigations — Extension of findings.....	28
17.6	Consequences of non-compliance.....	29
<b>ARTICLE 18 — EVALUATION OF THE IMPACT OF THE ACTION.....</b>		<b>29</b>
18.1	Right to evaluate the impact of the action.....	29
18.2	Consequences of non-compliance.....	30
<b>SECTION 3 OTHER RIGHTS AND OBLIGATIONS.....</b>		<b>30</b>
<b>ARTICLE 18a — SPECIFIC RULES FOR CARRYING OUT CERTAIN ACTIVITIES.....</b>		<b>30</b>
<b>ARTICLE 19 — PRE-EXISTING RIGHTS AND OWNERSHIP OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS).....</b>		<b>30</b>
19.1	Pre-existing rights and access rights to pre-existing rights.....	30
19.2	Ownership of results and rights of use.....	30
19.3	Consequences of non-compliance.....	30
<b>ARTICLE 20 — CONFLICT OF INTERESTS.....</b>		<b>30</b>
20.1	Obligation to avoid a conflict of interests.....	30
20.2	Consequences of non-compliance.....	31
<b>ARTICLE 21 — CONFIDENTIALITY.....</b>		<b>31</b>
21.1	General obligation to maintain confidentiality.....	31
21.2	Consequences of non-compliance.....	31
<b>ARTICLE 22 — PROMOTING THE ACTION — VISIBILITY OF EU FUNDING.....</b>		<b>31</b>
22.1	Communication activities by the beneficiaries.....	31
22.2	Communication activities by the Agency and the Commission.....	32
22.3	Consequences of non-compliance.....	33
<b>ARTICLE 23 — PROCESSING OF PERSONAL DATA.....</b>		<b>33</b>
23.1	Processing of personal data by the Agency and the Commission.....	33



23.2 Processing of personal data by the beneficiaries.....	34
ARTICLE 24 — ASSIGNMENTS OF CLAIMS FOR PAYMENT AGAINST THE AGENCY.....	34
<b>CHAPTER 5 DIVISION OF BENEFICIARIES’ ROLES AND RESPONSIBILITIES.....</b>	<b>34</b>
ARTICLE 25 — DIVISION OF BENEFICIARIES’ ROLES AND RESPONSIBILITIES.....	34
25.1 Roles and responsibilities towards the Agency.....	34
25.2 Internal division of roles and responsibilities.....	35
25.3 Internal arrangements between beneficiaries — Consortium agreement.....	35
<b>CHAPTER 6 REJECTION OF COSTS — REDUCTION OF THE GRANT — RECOVERY — SANCTIONS — DAMAGES — SUSPENSION — TERMINATION — FORCE MAJEURE.....</b>	<b>36</b>
<b>SECTION 1 REJECTION OF COSTS — REDUCTION OF THE GRANT — RECOVERY — SANCTIONS.....</b>	<b>36</b>
ARTICLE 26 — REJECTION OF INELIGIBLE COSTS.....	36
26.1 Conditions.....	36
26.2 Ineligible costs to be rejected — Calculation — Procedure.....	36
26.3 Effects.....	36
ARTICLE 27 — REDUCTION OF THE GRANT.....	36
27.1 Conditions.....	36
27.2 Amount to be reduced — Calculation — Procedure.....	37
27.3 Effects.....	37
ARTICLE 28 — RECOVERY OF UNDUE AMOUNTS.....	37
28.1 Amount to be recovered — Calculation — Procedure.....	37
ARTICLE 29 — ADMINISTRATIVE AND FINANCIAL PENALTIES.....	39
<b>SECTION 2 LIABILITY FOR DAMAGES.....</b>	<b>40</b>
ARTICLE 30 — LIABILITY FOR DAMAGES.....	40
30.1 Liability of the Agency.....	40
30.2 Liability of the beneficiaries.....	40
<b>SECTION 3 SUSPENSION AND TERMINATION.....</b>	<b>40</b>
ARTICLE 31 — SUSPENSION OF PAYMENT DEADLINE.....	40
31.1 Conditions.....	40
31.2 Procedure.....	40
ARTICLE 32 — SUSPENSION OF PAYMENTS.....	41
32.1 Conditions.....	41
32.2 Procedure.....	41
ARTICLE 33 — SUSPENSION OF THE ACTION IMPLEMENTATION.....	41
33.1 Suspension of the action implementation, by the beneficiaries.....	41
33.2 Suspension of the action implementation, by the Agency.....	42

ARTICLE 34 — TERMINATION OF THE AGREEMENT OR OF THE PARTICIPATION OF ONE OR MORE BENEFICIARIES.....	43
34.1 Termination of the Agreement, by the beneficiaries.....	43
34.2 Termination of the participation of one or more beneficiaries, by the beneficiaries.....	44
34.3 Termination of the Agreement or of the participation of one or more beneficiaries, by the Agency.....	45
<b>SECTION 4 FORCE MAJEURE.....</b>	<b>48</b>
ARTICLE 35 — FORCE MAJEURE.....	48
<b>CHAPTER 7 FINAL PROVISIONS.....</b>	<b>48</b>
ARTICLE 36 — COMMUNICATION BETWEEN THE PARTIES.....	48
36.1 Form and means of communication.....	48
36.2 Date of communication.....	49
36.3 Addresses for communication.....	49
ARTICLE 37 — INTERPRETATION OF THE AGREEMENT.....	49
37.1 Precedence of the Terms and Conditions over the Annexes.....	49
37.2 Privileges and immunities.....	50
ARTICLE 38 — CALCULATION OF PERIODS, DATES AND DEADLINES.....	50
ARTICLE 39 — AMENDMENTS TO THE AGREEMENT.....	50
39.1 Conditions.....	50
39.2 Procedure.....	50
ARTICLE 40 — ACCESSION TO THE AGREEMENT.....	51
40.1 Accession of the beneficiaries mentioned in the Preamble.....	51
40.2 Addition of new beneficiaries.....	51
ARTICLE 41 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES.....	51
41.1 Applicable law.....	52
41.2 Dispute settlement.....	52
ARTICLE 42 — ENTRY INTO FORCE OF THE AGREEMENT.....	52

## **CHAPTER 1 GENERAL**

### **ARTICLE 1 — SUBJECT OF THE AGREEMENT**

This Agreement sets out the rights and obligations and the terms and conditions applicable to the grant awarded to the beneficiaries for implementing the action set out in Chapter 2.

## **CHAPTER 2 ACTION**

### **ARTICLE 2 — ACTION TO BE IMPLEMENTED**

The grant is awarded for the action entitled ‘**Advanced Technology Higher Education Network Alliance — ATHENA**’ (**‘action’**), as described in Annex 1.

### **ARTICLE 3 — DURATION AND STARTING DATE OF THE ACTION**

The duration of the action will be **36 months** as of the first day of the month following the date the Agreement enters into force (see Article 42) (**‘starting date of the action’**).

### **ARTICLE 4 — ESTIMATED BUDGET AND BUDGET TRANSFERS**

#### **4.1 Estimated budget**

The **‘estimated budget’** for the action is set out in Annex 2.

It contains the estimated eligible costs and the forms of costs, broken down by beneficiary and budget category (see Articles 5, 6).

#### **4.2 Budget transfers**

The estimated budget breakdown indicated in Annex 2 may be adjusted — without an amendment (see Article 39) — by transfers of amounts between beneficiaries, budget categories and/or forms of costs set out in Annex 2, if the action is implemented as described in Annex 1.

However the beneficiaries may not add costs relating to subcontracts not provided for in Annex 1, unless such additional subcontracts are approved by an amendment or in accordance with Article 10.

## **CHAPTER 3 GRANT**

### **ARTICLE 5 — GRANT AMOUNT, FORM OF GRANT, REIMBURSEMENT RATE AND FORMS OF COSTS**

#### **5.1 Maximum grant amount**

The **‘maximum grant amount’** is **EUR 4 999 994.41** (four million nine hundred and ninety nine thousand nine hundred and ninety four EURO and forty one eurocents).

#### **5.2 Form of grant, reimbursement rate and forms of costs**

The grant reimburses **80%** of the action's eligible costs ('**reimbursement of eligible costs grant**'); see Article 6 and Annex 2).

The estimated eligible costs of the action are EUR **6 249 993.05** (six million two hundred and forty nine thousand nine hundred and ninety three EURO and five eurocents).

Eligible costs (see Article 6) must be declared under the following forms ('**cost forms**'):

- (a) for **direct personnel costs**: as actually incurred costs ('**actual costs**');
- (b) for **direct travel and subsistence costs**: as actually incurred costs (**actual costs**);
- (c) for **direct costs of subcontracting**: as actually incurred costs (**actual costs**);
- (d) for direct costs of **providing financial support to third parties**: not applicable;
- (e) for **other direct costs**: as actually incurred costs (**actual costs**);
- (f) for **indirect costs**: on the basis of a flat-rate applied as set out in Article 6.2.Point F ('**flat-rate costs**');

### 5.3 Final grant amount — Calculation

The '**final grant amount**' depends on the actual extent to which the action is implemented in accordance with the Agreement's terms and conditions.

This amount is calculated by the Agency — when the payment of the balance is made — in the following steps:

- Step 1 – Application of the reimbursement rate to the eligible costs
- Step 2 – Limit to the maximum grant amount
- Step 3 – Reduction due to the no-profit rule
- Step 4 – Reduction due to substantial errors, irregularities or fraud or serious breach of obligations

#### 5.3.1 Step 1 — Application of the reimbursement rate to the eligible costs

The reimbursement rate (see Article 5.2) is applied to the eligible costs (actual costs and flat-rate costs; see Article 6) declared by the beneficiaries (see Article 15) and approved by the Agency (see Article 16).

#### 5.3.2 Step 2 — Limit to the maximum grant amount

If the amount obtained following Step 1 is higher than the maximum grant amount set out in Article 5.1, it will be limited to the latter.

#### 5.3.3 Step 3 — Reduction due to the no-profit rule

The grant must not produce a profit.

'**Profit**' means the surplus of the amount obtained following Steps 1 and 2 plus the action's total receipts, over the action's total eligible costs.

The ‘**action’s total eligible costs**’ are the consolidated total eligible costs approved by the Agency.

The ‘**action’s total receipts**’ are the consolidated total receipts generated by beneficiaries that are profit legal entities during its duration (see Article 3).

The following are considered **receipts**:

- (a) income generated by the action;

If there is a profit, it will be deducted in proportion to the final rate of reimbursement of the eligible actual costs approved by the Agency (as compared to the amount calculated following Steps 1 and 2).

#### **5.3.4 Step 4 — Reduction due to substantial errors, irregularities or fraud or serious breach of obligations**

If the grant is reduced (see Article 27), the Agency will calculate the reduced grant amount by deducting the amount of the reduction (calculated in proportion to the seriousness of the errors, irregularities or fraud or breach of obligations, in accordance with Article 27.2) from the maximum grant amount set out in Article 5.1.

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

- the amount obtained following Steps 1 to 3 or
- the reduced grant amount following Step 4.

#### **5.4 Revised final grant amount — Calculation**

If — after the payment of the balance (in particular, after checks, reviews, audits or investigations; see Article 17) — the Agency rejects costs (see Article 26) or reduces the grant (see Article 27), it will calculate the ‘**revised final grant amount**’ for the action or the beneficiary concerned.

This amount is calculated by the Agency on the basis of the findings, as follows:

- in case of **rejection of costs**: by applying the reimbursement rate to the *revised* eligible costs approved by the Agency for the beneficiary concerned;
- in case of **reduction of the grant**: by deducting the amount of the reduction (calculated in proportion to the seriousness of the substantial errors, irregularities or fraud or breach of obligations, in accordance with Article 27.2) from the maximum grant amount for the action or for the beneficiary concerned (see Article 5.1 and Annex 2).

In case of **rejection of costs and reduction of the grant**, the revised final grant amount will be the lower of the two amounts above.

### **ARTICLE 6 — ELIGIBLE AND INELIGIBLE COSTS**

#### **6.1 General conditions for costs to be eligible**

‘**Eligible costs**’ are costs that meet the following criteria:

- (a) for **actual costs**:

- (i) they must be actually incurred by the beneficiary;
  - (ii) they must be incurred in the period set out in Article 3, with the exception of costs relating to the submission of the final report (see Article 15);
  - (iii) they must be indicated in the estimated budget set out in Annex 2;
  - (iv) they must be incurred in connection with the action as described in Annex 1 and necessary for its implementation;
  - (v) they must be identifiable and verifiable, in particular recorded in the beneficiary's accounts in accordance with the accounting standards applicable in the country where the beneficiary is established and with the beneficiary's usual cost accounting practices;
  - (vi) they must comply with the applicable national law on taxes, labour and social security, and
  - (vii) they must be reasonable, justified and must comply with the principle of sound financial management, in particular regarding economy and efficiency;
- (b) for **unit costs**: not applicable;
- (c) for **flat-rate costs**:
- (i) they must be calculated by applying the flat-rate set out in Annex 2, and
  - (ii) the costs (actual costs) to which the flat-rate is applied must comply with the conditions for eligibility set out in this Article;
- (d) for **lump sum costs**: not applicable.

## 6.2 Specific conditions for costs to be eligible

Costs are eligible if they comply with the general conditions (see above) and the specific conditions set out below, for each of the following budget categories:

- A. direct personnel costs;
- B. direct travel and subsistence costs;
- C. direct costs of subcontracting;
- D. not applicable;
- E. other direct costs;
- F. indirect costs.

'Direct costs' are costs that are directly linked to the action implementation and can therefore be attributed to it directly. They must not include any indirect costs (see Point F below).

'Indirect costs' are costs that are not directly linked to the action implementation and therefore cannot be attributed directly to it.

### A. Direct personnel costs

#### Types of eligible personnel costs

A.1 Personnel costs are eligible if they are related to personnel working for the beneficiary under an employment contract (or equivalent appointing act) and assigned to the action (**‘costs for employees (or equivalent)’**). They must be limited to salaries, social security contributions, taxes and other costs included in the **remuneration**, if they arise from national law or the employment contract (or equivalent appointing act).

They may also include **additional remuneration** for personnel assigned to the action (including payments on the basis of supplementary contracts regardless of their nature), if:

- (a) it is part of the beneficiary’s usual remuneration practices and is paid in a consistent manner whenever the same kind of work or expertise is required;
- (b) the criteria used to calculate the supplementary payments are objective and generally applied by the beneficiary, regardless of the source of funding used.

A.2 The **costs for natural persons working under a direct contract** with the beneficiary other than an employment contract or **seconded by a third party against payment** are eligible personnel costs, if:

- (a) 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);
- (b) the result of the work carried out belongs to the beneficiary (unless agreed otherwise), and
- (c) the costs are not significantly different from those for personnel performing similar tasks under an employment contract with the beneficiary.

### Calculation

Personnel costs must be calculated by the beneficiaries as follows:

- for persons **working exclusively on the action**:

{monthly rate for the person  
multiplied by  
number of actual months worked on the action}.

The months declared for these persons may not be declared for any other EU grant.

The **‘monthly rate’** is calculated as follows:

{annual personnel costs for the person  
divided by  
12}

using the personnel costs for each full financial year covered by the reporting period concerned. If a financial year is not closed at the end of the reporting period, the beneficiaries must use the monthly rate of the last closed financial year available.

- for persons **working part-time on the action**:

{daily rate for the person  
 multiplied by  
 number of actual days worked on the action (rounded up or down to the nearest half-day)}.

The number of actual hours declared for a person must be identifiable and verifiable (see Article 13).

The total number of hours declared in EU grants, for a person for a year, cannot be higher than the annual productive hours used for the calculations of the hourly rate. Therefore, the maximum number of hours that can be declared for the grant are:

{number of annual productive hours for the year (see below)  
 minus  
 total number of hours declared by the beneficiary, for that person for that year, for other EU grants}.

The ‘**daily rate**’ is calculated as follows:

{annual personnel costs for the person  
 divided by  
 number of individual annual productive days}.

using the personnel costs and the number of annual productive days for each full financial year covered by the reporting period concerned. If a financial year is not closed at the end of the reporting period, the beneficiaries must use the daily rate of the last closed financial year available.

The ‘number of individual annual productive days’ is the total actual days worked by the person in the year. It may not include holidays and other absences (such as sick leave, maternity leave, special leave, etc). However, it may include overtime and time spent in meetings, trainings and other similar activities.

The Agency may accept other calculation methods (such as, for instance, hourly rates, daily rates calculated with annual personnel costs and 215 *fixed* annual productive days or a pro-rata apportionment of the monthly salary costs), if it considers that they reflect the actual costs incurred, in a fair, objective, realistic way and if there are sufficient records to support these costs (see Article 13).

## **B. Direct travel and subsistence costs**

**Travel and subsistence costs** (including related duties, taxes and charges, such as non-deductible value added tax (VAT) paid by beneficiaries that are not public bodies acting as public authority) are eligible if they are in line with the beneficiary’s usual practices on travel.

**C. Direct costs of subcontracting** (including related duties, taxes and charges, such as non-deductible value added tax (VAT) paid by beneficiaries that are not public bodies acting as public authority) are eligible if the conditions in Article 10.1.1 are met.

## **D. Direct costs of providing financial support to third parties**

Not applicable



## E. Other direct costs

E.1 The **depreciation costs of equipment, infrastructure or other assets** (new or second-hand) as recorded in the beneficiary's accounts are eligible, if they were purchased in accordance with Article 9.1.1 and written off in accordance with international accounting standards and the beneficiary's usual accounting practices.

The **costs of renting or leasing** equipment, infrastructure or other assets (including related duties, taxes and charges, such as non-deductible value added tax (VAT) paid by beneficiaries that are not public bodies acting as public authority) are also eligible, if they do not exceed the depreciation costs of similar equipment, infrastructure or assets and do not include any financing fees.

The only portion of the costs that will be taken into account is that which corresponds to the duration of the action and rate of actual use for the purposes of the action from the budget in order to finance the functioning of a body which has an objective forming part of and supporting an EU policy.

E.2 **Costs of other goods and services** (including related duties, taxes and charges, such as non-deductible value added tax (VAT) paid by beneficiaries that are not public bodies acting as public authority) are eligible, if they are purchased specifically for the action and in accordance with Article 9.1.1.

Such goods and services include, for instance, consumables and supplies, dissemination, protection of results, certificates on the financial statements (if they are required by the Agreement), translations and publications.

## F. Indirect costs

**Indirect costs** are eligible if they are declared on the basis of the flat-rate of 7% of the eligible direct costs (see Article 5.2 and Points A to E above).

Beneficiaries receiving an EU operating grant<sup>1</sup> cannot declare indirect costs for the period covered by the operating grant, unless they can demonstrate that the operating grant does not cover any costs of the action.

### 6.3 Conditions for costs of linked parties to be eligible

Not applicable

### 6.4 Ineligible costs

'**Ineligible costs**' are:

- (a) costs that do not comply with the conditions set out above (Article 6.1 to 6.3), in particular:

---

<sup>1</sup> For the definition, see Article 180(2)(b) Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 ('[EU Financial Regulation](#)') (OJ L 193, 30.7.2018, p. 1): 'operating grant' means direct financial contribution, by way of donation, from the budget in order to finance the functioning of a body which pursues an aim of general EU interest or has an objective forming part of and supporting an EU policy.

- (i) costs related to return on capital;
  - (ii) debt and debt service charges;
  - (iii) provisions for future losses or debts;
  - (iv) interest owed;
  - (v) doubtful debts;
  - (vi) currency exchange losses;
  - (vii) bank costs charged by the beneficiary's bank for transfers from the Agency;
  - (viii) excessive or reckless expenditure;
  - (ix) deductible VAT;
  - (x) costs incurred during suspension of the implementation of the action (see Article 33);
  - (xi) in-kind contributions provided by third parties free of charge;
- (b) costs declared under another EU grant (including grants awarded by a Member State and financed by the EU budget and grants awarded by bodies other than the Agency for the purpose of implementing the EU budget); in particular, indirect costs if the beneficiary is already receiving an operating grant financed by the EU budget in the same period, unless they can demonstrate that the operating grant does not cover any costs of the action;
- (c) costs for staff of a national (or regional/local) administration, for activities that are part of the administration's normal activities (i.e. not undertaken only because of the grant);
- (d) costs (especially travel and subsistence costs) for staff or representatives of EU institutions, bodies or agencies;

## **6.5 Consequences of declaration of ineligible costs**

Declared costs that are ineligible will be rejected (see Article 26).

This may also lead to any of the other measures described in Chapter 6.

## **CHAPTER 4 RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **SECTION 1 RIGHTS AND OBLIGATIONS RELATED TO IMPLEMENTING THE ACTION**

#### **ARTICLE 7 — GENERAL OBLIGATION TO PROPERLY IMPLEMENT THE ACTION**

##### **7.1 General obligation to properly implement the action**

The beneficiaries must implement the action as described in Annex 1 and in compliance with the

provisions of the Agreement and all legal obligations under applicable EU, international and national law.

## **7.2 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 27).

Such breaches may also lead to any of the other measures described in Chapter 6.

## **ARTICLE 8 — RESOURCES TO IMPLEMENT THE ACTION — THIRD PARTY INVOLVED IN THE ACTION**

The beneficiaries must have the appropriate resources to implement the action.

If it is necessary to implement the action, the beneficiaries may:

- purchase goods, works and services (see Article 9);
- call upon subcontractors to implement action tasks described in Annex 1 (see Article 10).

In these cases, the beneficiaries retain sole responsibility towards the Agency and the other beneficiaries for implementing the action.

## **ARTICLE 8a — IMPLEMENTATION OF ACTION TASKS BY BENEFICIARIES NOT RECEIVING FUNDING**

Not applicable

## **ARTICLE 9 — PURCHASE OF GOODS, WORKS OR SERVICES**

### **9.1 Rules for purchasing goods, works or services**

9.1.1 If necessary to implement the action, the beneficiaries may purchase goods, works or services.

The beneficiaries must make such purchases ensuring the best value for money or, if appropriate, the lowest price. In doing so, they must avoid any conflict of interests (see Article 20).

The beneficiaries must ensure that the Agency, the Commission, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can exercise their rights under Articles 17 and 18 also towards their contractors.

9.1.2 Beneficiaries that are ‘contracting authorities’ within the meaning of Directive 2004/18/EC<sup>2</sup> (or 2014/24/EU<sup>3</sup>) or ‘contracting entities’ within the meaning of Directive 2004/17/EC<sup>4</sup> (or 2014/25/EU<sup>5</sup>) must comply with the applicable national law on public procurement.

---

<sup>2</sup> Directive 2004/18/EC of the European Parliament and of the Council of 31 March 2004 on the coordination of procedures for the award of public work contracts, public supply contracts and public service contracts (OJ L 134, 30.04.2004, p. 114).

<sup>3</sup> 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 (OJ L 94, 28.3.2014, p. 65).

## 9.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under Article 9.1.1, the costs related to the contract concerned will be ineligible (see Article 6) and will be rejected (see Article 26).

If a beneficiary breaches any of its obligations under Article 9.1.2, the grant may be reduced (see Article 27).

Such breaches may also lead to any of the other measures described in Chapter 6.

## ARTICLE 10 — IMPLEMENTATION OF ACTION TASKS BY SUBCONTRACTORS

### 10.1 Rules for subcontracting action tasks

10.1.1 If necessary to implement the action, the beneficiaries may award subcontracts covering the implementation of certain action tasks described in Annex 1.

Subcontracting may cover only a limited part of the action.

The beneficiaries must award the subcontracts ensuring the best value for money or, if appropriate, the lowest price. In doing so, they must avoid any conflict of interests (see Article 20).

The tasks to be implemented and the estimated cost for each subcontract must be set out in Annex 1 and the total estimated costs of subcontracting per beneficiary must be set out in Annex 2. The Agency may however approve subcontracts not set out in Annex 1 and 2 without amendment (see Article 39), if:

- they are specifically justified in the final technical report and
- they do not entail changes to the Agreement which would call into question the decision awarding the grant or breach the principle of equal treatment of applicants.

The beneficiaries must ensure that the Agency, the Commission, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can exercise their rights under Articles 17 and 18 also towards their subcontractors.

10.1.2 The beneficiaries must ensure that their obligations under Articles 20, 21, 22 and 30 also apply to the subcontractors.

Beneficiaries that are ‘contracting authorities’ within the meaning of Directive 2004/18/EC (or 2014/24/EU) or ‘contracting entities’ within the meaning of Directive 2004/17/EC (or 2014/25/EU) must comply with the applicable national law on public procurement.

### 10.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under Article 10.1.1, the costs related to the subcontract concerned will be ineligible (see Article 6) and will be rejected (see Article 26).

---

<sup>4</sup> Directive 2004/17/EC of the European Parliament and of the Council of 31 March 2004 coordinating the procurement procedures of entities operating in the water, energy, transport and postal services sectors (OJ L 134, 30.04.2004, p. 1).

<sup>5</sup> 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 (OJ L 94, 28.3.2014, p. 243).

If a beneficiary breaches any of its obligations under Article 10.1.2, the grant may be reduced (see Article 27).

Such breaches may also lead to any of the other measures described in Chapter 6.

## **ARTICLE 11 — IMPLEMENTATION OF ACTION TASKS BY LINKED THIRD PARTIES**

Not applicable

## **ARTICLE 11a — FINANCIAL SUPPORT TO THIRD PARTIES**

Not applicable

## **SECTION 2 RIGHTS AND OBLIGATIONS RELATED TO THE GRANT ADMINISTRATION**

### **ARTICLE 12 — GENERAL OBLIGATION TO INFORM**

#### **12.1 General obligation to provide information upon request**

The beneficiaries must provide — during implementation of the action or afterwards and in accordance with Article 25.2 — any information requested in order to verify eligibility of the costs, proper implementation of the action and compliance with the other obligations under the Agreement.

#### **12.2 Obligation to keep information up to date and to inform about events and circumstances likely to affect the Agreement**

Each beneficiary must keep information stored in the Participant Portal Beneficiary Register (via the electronic exchange system; see Article 36) up to date, in particular, its name, address, legal representatives, legal form and organisation type.

Each beneficiary must immediately inform the coordinator — which must immediately inform the Agency and the other beneficiaries — of any of the following:

- (a) **events** which are likely to affect significantly or delay the implementation of the action or the EU financial interests, in particular:
  - (i) changes in its legal, financial, technical, organisational or ownership situation
- (b) **circumstances** affecting:
  - (i) the decision to award the grant or
  - (ii) compliance with requirements under the Agreement.

#### **12.3 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 27).

Such breaches may also lead to any of the other measures described in Chapter 6.

## ARTICLE 13 — KEEPING RECORDS — SUPPORTING DOCUMENTATION

### 13.1 Obligation to keep records and other supporting documentation

The beneficiaries must — for a period of **five years after the payment of the balance** — keep records and other supporting documentation in order to prove the proper implementation of the action and the costs they declare as eligible.

They must make them available upon request (see Article 12) or in the context of checks, reviews, audits or investigations (see Article 17).

If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement (including the extension of findings; see Articles 17), the beneficiaries must keep the records and other supporting documentation until the end of these procedures.

The beneficiaries must keep the original documents. Digital and digitalised documents are considered originals if they are authorised by the applicable national law. The Agency may accept non-original documents if they considers that they offer a comparable level of assurance.

#### 13.1.1 Records and other supporting documentation on the technical implementation

The beneficiaries must keep records and other supporting documentation on the technical implementation of the action, in line with the accepted standards in the respective field.

#### 13.1.2 Records and other documentation to support the costs declared

The beneficiaries must keep the records and documentation supporting the costs declared, in particular the following:

- (a) for **actual costs**: adequate records and other supporting documentation to prove the costs declared, such as contracts, subcontracts, invoices and accounting records. In addition, the beneficiaries' usual cost accounting practices and internal control procedures must enable direct reconciliation between the amounts declared, the amounts recorded in their accounts and the amounts stated in the supporting documentation;
- (b) for **unit costs**: not applicable;
- (c) for **flat-rate costs**: adequate records and other supporting documentation to prove the eligibility of the costs to which the flat-rate is applied. The beneficiaries do not need to identify the costs covered or provide supporting documentation (such as accounting statements) to prove the amount declared at a flat-rate;
- (d) for **lump sum costs**: not applicable.

In addition, for **personnel costs** (declared as actual costs), the beneficiaries must keep **time records** for the number of days declared. The time records must be in writing and approved by the persons working on the action and their supervisors, at least monthly. In the absence of reliable time records of the days worked on the action, the Agency may accept alternative evidence supporting the number of days declared, if it considers that it offers an adequate level of assurance.

As an exception, for **persons working exclusively on the action**, there is no need to keep time records,

if the beneficiary signs a **declaration** confirming that the persons concerned have worked exclusively on the action.

### 13.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, costs insufficiently substantiated will be ineligible (see Article 6) and will be rejected (see Article 26), and the grant may be reduced (see Article 27).

Such breaches may also lead to any of the other measures described in Chapter 6.

## ARTICLE 14 — SUBMISSION OF DELIVERABLES

### 14.1 Obligation to submit deliverables

The coordinator must submit:

- prepare and attend the progress meetings organised by the Agency (if any) ( meeting(s) in planned; additional video- or telephone conference meetings may be organised by the Agency if needed)
- submit the ‘**deliverables**’ identified in Annex 1, in accordance with the timing and conditions set out in it.

### 14.2 Consequences of non-compliance

If the coordinator breaches any of its obligations under this Article, the Agency may apply any of the measures described in Chapter 6.

## ARTICLE 15 — REPORTING — PAYMENT REQUESTS

### 15.1 Obligation to submit reports

The coordinator must submit to the Agency (see Article 36) the technical and financial reports set out in this Article. These reports include the request(s) for payment and must be drawn up using the forms and templates provided in the electronic exchange system (see Article 36).

### 15.2 Reporting periods

The action has one ‘**reporting period**’:

- RP1: from month 1 to month 36

#### 15.2a Request(s) for additional pre-financing payment(s)

Not applicable

### 15.3 Periodic reports — Requests for interim payments

Not applicable

## 15.4 Final report — Request for payment of the balance

The coordinator must submit — within 60 days following the end of the reporting period — a final report, which includes the request for payment of the balance.

The **final report** must include the following:

(a) a ‘**final technical report**’ containing:

- (i) an **explanation of the work carried out** by the beneficiaries;
- (ii) an **overview of the implementation** of the action, including milestones and deliverables identified in Annex 1.

This report must include explanations justifying the differences between work expected to be carried out in accordance with Annex 1 and that actually carried out;

- (iii) a **summary** for publication by the Agency;
- (iv) answers to the ‘**questionnaire**’: answers to the questions covering issues related to the action implementation and its impact;

(b) a ‘**final financial report**’ containing:

- (i) an ‘**individual financial statement**’ (see Annex 4) from each beneficiary, for the reporting period.

The individual financial statement must detail the eligible **costs** (actual costs and flat-rate costs; see Article 6) for each budget category (see Annex 2).

The beneficiaries must declare all eligible costs, even if — for actual costs and flat-rate costs — they exceed the amounts indicated in the estimated budget (see Annex 2). Amounts which are not declared in the individual financial statement will not be taken into account by the Agency.

The individual financial statement(s) must also detail the **receipts of the action** (see Article 5.3.3).

Each beneficiary must **certify** that:

- the information provided is full, reliable and true;
  - the costs declared are eligible (see Article 6);
  - the costs can be substantiated by adequate records and supporting documentation (see Article 13) that will be produced upon request (see Article 12) or in the context of checks, reviews, audits and investigations (see Article 17), and
  - that all the receipts have been declared (see Article 5.3.3);
- (ii) an **explanation** of the **use of resources** and the information on subcontracting (see Article 10) from each beneficiary, for the reporting period;



- (iii) special provisions for the **JRC**: not applicable;
- (iv) a ‘**final summary financial statement**’, created automatically by the electronic exchange system, consolidating the individual financial statement(s) for the reporting period and including the **request for payment of the balance**;
- (v) a ‘**certificate on the financial statements**’ (drawn up in accordance with Annex 5) for each beneficiary, if it requests EUR 60 000 or more as reimbursement of actual costs.

### 15.5 Information on cumulative expenditure incurred

Not applicable

### 15.6 Currency for financial statements and conversion into euro

Financial statements must be drafted in euro.

Beneficiaries with accounting established in a currency other than the euro, must convert the costs recorded in their accounts into euro at the average of the daily euro exchange rates published in the C series of the *Official Journal of the European Union*, calculated over the corresponding reporting period.

If no daily euro exchange rate is published in the *Official Journal of the European Union* for the currency in question, they must be converted at the average of the monthly accounting exchange rates published on the Commission’s website ([http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/inforeuro/inforeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm)) calculated over the corresponding reporting period.

Beneficiaries with accounting established in euro, must convert costs incurred in another currency into euro according to their usual accounting practices.

### 15.7 Language of reports

All reports (including financial statements) must be submitted in the language of the Agreement.

### 15.8 Consequences of non-compliance

If the reports submitted do not comply with this Article, the Agency may suspend the payment deadline (see Article 31) and apply any of the other measures described in Chapter 6.

If the coordinator breaches its obligation to submit the reports and if it fails to comply with this obligation within 30 days following a written reminder, the Agency may terminate the Agreement (see Article 34) or apply any of the other measures described in Chapter 6.

## ARTICLE 16 — PAYMENTS AND PAYMENT ARRANGEMENTS

### 16.1 Payments to be made

The following payments will be made to the coordinator:

- a **pre-financing payment**;

- one **payment of the balance**, on the basis of the request for payment of the balance (see Article 15).

## 16.2 Pre-financing payments — Amount

The aim of the pre-financing is to provide the beneficiaries with a float.

It remains the property of the EU until the payment of the balance.

The amount of the pre-financing payment will be EUR **3 999 995.53** (three million nine hundred and ninety nine thousand nine hundred and ninety five EURO and fifty three eurocents).

The Agency will — except if Article 32 applies — make the pre-financing payment to the coordinator within 30 days, either from the entry into force of the Agreement (see Article 42) or from the starting date of the action (see Article 3), whichever is the latest.

## 16.3 Interim payments — Amount — Calculation

Not applicable

## 16.4 Payment of the balance — Amount — Calculation

The payment of the balance reimburses the remaining part of the eligible costs incurred by the beneficiaries for the implementation of the action.

If the total amount of earlier payments is greater than the final grant amount (see Article 5.3), the payment of the balance takes the form of a recovery (see Article 28).

If the total amount of earlier payments is lower than the final grant amount, the Agency will pay the balance within 90 days from receiving the final report (see Article 15.4), except if Articles 31 or 32 apply.

Payment is subject to the approval of the final report. Its approval does not imply recognition of compliance, authenticity, completeness or correctness of its content.

The **amount due as the balance** is calculated by the Agency by deducting the total amount of pre-financing and interim payments (if any) already made, from the final grant amount determined in accordance with Article 5.3:

$$\begin{aligned} & \{\text{final grant amount (see Article 5.3)} \\ & \text{minus} \\ & \{\text{pre-financing and interim payments (if any) made}\}. \end{aligned}$$

If the balance is positive, it will be paid to the coordinator.

The amount to be paid may however be offset — without the beneficiaries' consent — against any other amounts owed by a beneficiary to the Agency, the Commission or another executive agency (under the EU budget), up to the maximum grant amount indicated, for that beneficiary, in the estimated budget (see Annex 2).

If the balance is negative, it will be recovered from the coordinator (see Article 28).

## **16.5 Notification of amounts due**

When making payments, the Agency will formally notify to the coordinator the amount due, specifying that it concerns the payment of the balance.

For the payment of the balance, the notification will also specify the final grant amount.

In the case of reduction of the grant or recovery of undue amounts, the notification will be preceded by the contradictory procedure set out in Articles 27 and 28.

## **16.6 Currency for payments**

The Agency will make all payments in euro.

## **16.7 Payments to the coordinator — Distribution to the beneficiaries**

Payments will be made to the coordinator.

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

The coordinator must distribute the payments between the beneficiaries without unjustified delay.

Pre-financing may however be distributed only:

- (a) if 90% of the beneficiaries have acceded to the Agreement (see Article 40) and
- (b) to beneficiaries that have acceded to the Agreement (see Article 40).

## **16.8 Bank account for payments**

All payments will be made to the following bank account:

Name of bank: AGENCIA GESTAO DA TESOURARIA E DIV. PUBLICA, IGCP EPE  
Full name of the account holder: IPP ERASMUS INSTITUTO POLITECNICO PORTO  
IBAN code: PT50078101120000000650553

## **16.9 Costs of payment transfers**

The cost of the payment transfers is borne as follows:

- the Agency bears the cost of transfers charged by its bank;
- the beneficiary bears the cost of transfers charged by its bank;
- the party causing a repetition of a transfer bears all costs of the repeated transfer.

## **16.10 Date of payment**

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

## **16.11 Consequences of non-compliance**

16.11.1 If the Agency does not pay within the payment deadlines (see above), the beneficiaries are entitled to **late-payment interest** at the rate applied by the European Central Bank (ECB) for its main refinancing operations in euros (‘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 payment deadline expires, as published in the C series of the *Official Journal of the European Union*.

If the late-payment interest is lower than or equal to EUR 200, it will be paid to the coordinator only upon request submitted within two months of receiving the late payment.

Late-payment interest is not due if all beneficiaries are EU Member States (including regional and local government authorities or other public bodies acting on behalf of a Member State for the purpose of this Agreement).

Suspension of the payment deadline or payments (see Articles 31 and 32) will not be considered as late payment.

Late-payment interest covers the period running from the day following the due date for payment (see above), up to and including the date of payment.

Late-payment interest is not considered for the purposes of calculating the final grant amount.

16.11.2 If the coordinator breaches any of its obligations under this Article, the grant may be reduced (see Article 27) and the Agreement or the participation of the coordinator may be terminated (see Article 34).

Such breaches may also lead to any of the other measures described in Chapter 6.

## **ARTICLE 17 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS**

### **17.1 Checks, reviews and audits by the Agency and the Commission**

#### **17.1.1 Right to carry out checks**

The Agency or the Commission will — during the implementation of the action or afterwards — check the proper implementation of the action and compliance with the obligations under the Agreement, including assessing deliverables and reports.

For this purpose, the Agency or the Commission may be assisted by external persons or bodies.

The Agency or the Commission may also request additional information in accordance with Article 12. The Agency or the Commission may request the beneficiaries to provide such information to it directly.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

#### **17.1.2 Right to carry out reviews**

The Agency or the Commission may — during the implementation of the action or afterwards — carry out reviews on the proper implementation of the action (including assessment of deliverables and reports) and compliance with the obligations under the Agreement.

Reviews may be started **up to five years after the payment of the balance**. They will be formally notified to the coordinator or beneficiary concerned and will be considered to have started on the date of the formal notification.

If the review is carried out on a third party (see Articles 9 to 11a), the beneficiary concerned must inform the third party.

The Agency or the Commission may carry out reviews directly (using its own staff) or indirectly (using external persons or bodies appointed to do so). It will inform the coordinator or beneficiary concerned of the identity of the external persons or bodies. They have the right to object to the appointment on grounds of commercial confidentiality.

The coordinator or beneficiary concerned must provide — within the deadline requested — any information and data in addition to deliverables and reports already submitted (including information on the use of resources). The Agency or the Commission may request beneficiaries to provide such information to it directly.

The coordinator or beneficiary concerned may be requested to participate in meetings, including with external experts.

For **on-the-spot** reviews, the beneficiaries must allow access to their sites and premises, including to external persons or bodies, and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the review findings, a **‘review report’** will be drawn up.

The Agency or the Commission will formally notify the review report to the coordinator or beneficiary concerned, which has 30 days to formally notify observations (**‘contradictory review procedure’**).

Reviews (including review reports) are in the language of the Agreement.

### 17.1.3 Right to carry out audits

The Agency or the Commission may — during the implementation of the action or afterwards — carry out audits on the proper implementation of the action and compliance with the obligations under the Agreement.

Audits may be started **up to five years after the payment of the balance**. They will be formally notified to the coordinator or beneficiary concerned and will be considered to have started on the date of the formal notification.

If the audit is carried out on a third party (see Articles 9 to 11a), the beneficiary concerned must inform the third party.

The Agency or the Commission may carry out audits directly (using its own staff) or indirectly (using external persons or bodies appointed to do so). It will inform the coordinator or beneficiary concerned of the identity of the external persons or bodies. They have the right to object to the appointment on grounds of commercial confidentiality.

The coordinator or beneficiary concerned must provide — within the deadline requested — any

information (including complete accounts, individual salary statements or other personal data) to verify compliance with the Agreement. The Agency or the Commission may request beneficiaries to provide such information to it directly.

For **on-the-spot** audits, the beneficiaries must allow access to their sites and premises, including to external persons or bodies, and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the audit findings, a ‘**draft audit report**’ will be drawn up.

The Agency or the Commission will formally notify the draft audit report to the coordinator or beneficiary concerned, which has 30 days to formally notify observations (‘**contradictory audit procedure**’). This period may be extended by the Agency or the Commission in justified cases.

The ‘**final audit report**’ will take into account observations by the coordinator or beneficiary concerned. The report will be formally notified to it.

Audits (including audit reports) are in the language of the Agreement.

The Agency or the Commission may also access the beneficiaries’ statutory records for the periodical assessment of flat-rate amounts.

## **17.2 Investigations by the European Anti-Fraud Office (OLAF)**

Under Regulations No 883/2013<sup>7</sup> and No 2185/96<sup>8</sup> (and in accordance with their provisions and procedures), the European Anti-Fraud Office (OLAF) may — at any moment during implementation of the action or afterwards — carry out investigations, including on-the-spot checks and inspections, to establish whether there has been fraud, corruption or any other illegal activity affecting the financial interests of the EU.

## **17.3 Checks and audits by the European Court of Auditors (ECA)**

Under Article 287 of the Treaty on the Functioning of the European Union (TFEU) and Article 257 of the EU Financial Regulation 2018/1046, the European Court of Auditors (ECA) may — at any moment during implementation of the action or afterwards — carry out audits.

The ECA has the right of access for the purpose of checks and audits.

## **17.4 Checks, reviews, audits and investigations for international organisations**

Not applicable

---

<sup>7</sup> 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) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999 (OJ L 248, 18/09/2013, p. 1).

<sup>8</sup> Council Regulation (Euratom, EC) No 2185/1996 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 (OJ L 292, 15/11/1996, p. 2).

## 17.5 Consequences of findings in checks, reviews, audits and investigations — Extension of findings

### 17.5.1 Findings in this grant

Findings in checks, reviews, audits or investigations carried out in the context of this grant may lead to the rejection of ineligible costs (see Article 26), reduction of the grant (see Article 27), recovery of undue amounts (see Article 28) or to any of the other measures described in Chapter 6.

Rejection of costs or reduction of the grant after the payment of the balance will lead to a revised final grant amount (see Article 5.4).

Findings in checks, reviews, audits or investigations may lead to a request for amendment for the modification of Annex 1 (see Article 39).

Checks, reviews, audits or investigations that find systemic or recurrent errors, irregularities, fraud or breach of obligations may also lead to consequences in other EU grants awarded under similar conditions (**‘extension of findings from this grant to other grants’**).

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

### 17.5.2 Findings in other grants

The Agency or the Commission may extend findings from other grants to this grant (**‘extension of findings from other grants to this grant’**), if:

- (a) the beneficiary concerned is found, in other EU grants awarded under similar conditions, to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on this grant and
- (b) those findings are formally notified to the beneficiary concerned — together with the list of grants affected by the findings — **no later than five years after the payment of the balance** of this grant.

The extension of findings may lead to the rejection of costs (see Article 26), reduction of the grant (see Article 27), recovery of undue amounts (see Article 28), suspension of payments (see Article 32), suspension of the action implementation (see Article 33) or termination (see Article 34).

### 17.5.3 Procedure

The Agency or the Commission will formally notify the beneficiary concerned the systemic or recurrent errors and its intention to extend these audit findings, together with the list of grants affected.

17.5.3.1 If the findings concern **eligibility of costs**: the formal notification will include:

- (a) an invitation to submit observations on the list of grants affected by the findings;
- (b) the request to submit **revised financial statements** for all grants affected;
- (c) the **correction rate for extrapolation** established by the Agency or the Commission on the basis of the systemic or recurrent errors, to calculate the amounts to be rejected, if the beneficiary concerned:

- (i) considers that the submission of revised financial statements is not possible or practicable or
- (ii) does not submit revised financial statements.

The beneficiary concerned has 90 days from receiving notification to submit observations, revised financial statements or to propose a duly substantiated **alternative correction method**. This period may be extended by the Agency or the Commission in justified cases.

The Agency or the Commission may then start a **rejection procedure** in accordance with Article 26, either on the basis of the revised financial statements, the alternative method or the correction rate announced.

17.5.3.2 If the findings concern **substantial errors, irregularities or fraud or serious breach of obligations**: the formal notification will include:

- (a) an invitation to submit observations on the list of grants affected by the findings and
- (b) the flat-rate the Agency or the Commission intends to apply according to the principle of proportionality.

The beneficiary concerned has 90 days from receiving notification to submit observations or to propose a duly substantiated alternative flat-rate.

The Agency or the Commission may then start a **reduction procedure** in accordance with Article 27, either on the basis of the alternative flat-rate or the flat-rate announced.

## 17.6 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, any insufficiently substantiated costs will be ineligible (see Article 6) and will be rejected (see Article 26).

Such breaches may also lead to any of the other measures described in Chapter 6.

## ARTICLE 18 — EVALUATION OF THE IMPACT OF THE ACTION

### 18.1 Right to evaluate the impact of the action

The Agency or the Commission may carry out interim and final evaluations of the impact of the action measured against the objective of the EU programme.

Evaluations may be started during implementation of the action and **up to five years after the payment of the balance**. The evaluation is considered to start on the date of the formal notification to the coordinator or beneficiaries.

The Agency or the Commission may make these evaluations directly (using its own staff) or indirectly (using external bodies or persons it has authorised to do so).

The coordinator or beneficiaries must provide any information relevant to evaluate the impact of the action, including information in electronic format.



## **18.2 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the Agency may apply the measures described in Chapter 6.

## **SECTION 3 OTHER RIGHTS AND OBLIGATIONS**

### **ARTICLE 18a — SPECIFIC RULES FOR CARRYING OUT CERTAIN ACTIVITIES**

Not applicable

### **ARTICLE 19 — PRE-EXISTING RIGHTS AND OWNERSHIP OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)**

#### **19.1 Pre-existing rights and access rights to pre-existing rights**

Where industrial and intellectual property rights (including rights of third parties) exist prior to the Agreement, the beneficiaries must establish a list of these pre-existing industrial and intellectual property rights, specifying the owner and any persons that have a right of use.

The coordinator must — before starting the action — submit this list to the Agency.

Each beneficiary must give the other beneficiaries access to any pre-existing industrial and intellectual property rights needed for the implementation of the action and compliance with the obligations under the Agreement.

#### **19.2 Ownership of results and rights of use**

The results of the action (including the reports and other documents relating to it) are owned by the beneficiaries.

The beneficiaries must give the Agency and the Commission the right to use the results for their communication activities under Article 22.

#### **19.3 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 27).

Such a breach may also lead to any of the other measures described in Chapter 6.

### **ARTICLE 20 — CONFLICT OF INTERESTS**

#### **20.1 Obligation to avoid a conflict of interests**

The beneficiaries must take all measures to prevent any situation where the impartial and objective implementation of the action is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ('**conflict of interests**').

They must formally notify to the Agency without delay any situation constituting or likely to lead to a conflict of interests and immediately take 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.

## **20.2 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 27) and the Agreement or participation of the beneficiary may be terminated (see Article 34).

Such breaches may also lead to any of the other measures described in Chapter 6.

## **ARTICLE 21 — CONFIDENTIALITY**

### **21.1 General obligation to maintain confidentiality**

During implementation of the action and **for five years after the payment of the balance**, the parties must keep confidential any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed (**‘confidential information’**).

They may use confidential information to implement the Agreement.

The confidentiality obligations no longer apply if:

- (a) the disclosing party agrees to release the other party;
- (b) the information becomes generally and publicly available, without breaching any confidentiality obligation;
- (c) the disclosure of the confidential information is required by EU or national law.

### **21.2 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 27).

Such breaches may also lead to any of the other measures described in Chapter 6.

## **ARTICLE 22 — PROMOTING THE ACTION — VISIBILITY OF EU FUNDING**

### **22.1 Communication activities by the beneficiaries**

#### **22.1.1 General obligation to promote the action and its results**

The beneficiaries must promote the action and its results, by providing targeted information to multiple audiences (including the media and the public) in a strategic and effective manner.

Before engaging in a communication activity expected to have a mainstream media impact, the beneficiaries must inform the Agency (see Article 36).

#### **22.1.2 Information on EU funding — Obligation and right to use the EU emblem**

Unless the Agency requests or agrees otherwise, any communication activity related to the action (including at conferences, seminars, in information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via social media, etc.) and any infrastructure, equipment or major result funded by the grant must:

- display the EU emblem and
- include the following text:

“Co-funded by the Erasmus+ Programme of the European Union”

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

On publications which are part of the action, the EU emblem and text must appear on the cover or the first pages after the editor’s name.

At events which are part of the action, the EU emblem and text must be displayed on signs and posters.

For the purposes of their obligations under this Article, the beneficiaries may use the EU emblem without first obtaining approval from the Agency.

This does not, however, give them the right to exclusive use.

Moreover, they may not appropriate the EU emblem or any similar trademark or logo, either by registration or by any other means.

### **22.1.3 Disclaimer excluding Agency and Commission responsibility**

Any communication activity related to the action must indicate the following disclaimer:

“The content of this [insert appropriate description, e.g. report, publication, conference, etc.] represents the views of the author only and is his/her sole responsibility. The European Commission and the Agency do not accept any responsibility for use that may be made of the information it contains.”

## **22.2 Communication activities by the Agency and the Commission**

### **22.2.1 Right to use beneficiaries’ materials, documents or information**

The Agency and the Commission may use information relating to the action, documents notably summaries for publication and public deliverables as well as any other material, such as pictures or audio-visual material received from any beneficiary (including in electronic form).

This does not change the confidentiality obligations in Article 21, which still apply.

The right to use a beneficiary’s materials, documents and information includes:

- (a) **use for its own purposes** (in particular, making them available to persons working for the Agency, the Commission or any other EU institution, body, office or agency or body or institutions in EU Member States; and copying or reproducing them in whole or in part, in unlimited numbers);
- (b) **distribution to the public** (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting

by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes);

- (c) **editing or redrafting** for communication and publicising activities (including shortening, summarising, inserting other elements (such as meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation);
- (d) **translation**;
- (e) giving **access in response to individual requests** under Regulation No 1049/2001<sup>9</sup>, without the right to reproduce or exploit;
- (f) **storage** in paper, electronic or other form;
- (g) **archiving**, in line with applicable document-management rules, and
- (h) the right to authorise **third parties** to act on its behalf or sub-license the modes of use set out in Points (b), (c), (d) and (f) to third parties if needed for the communication and publicising activities of the Agency or the Commission.

If the right of use is subject to rights of a third party (including personnel of the beneficiary), the beneficiary must ensure that it complies with its obligations under this Agreement (in particular, by obtaining the necessary approval from the third parties concerned).

Where applicable (and if provided by the beneficiaries), the Agency or the Commission will insert the following information:

“© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the Education, Audiovisual and Culture Executive Agency and the European Union (EU) under conditions.”

### 22.3 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 27).

Such breaches may also lead to any of the other measures described in Chapter 6.

## ARTICLE 23 — PROCESSING OF PERSONAL DATA

### 23.1 Processing of personal data by the Agency and the Commission

Any personal data under the Agreement will be processed by the Agency or the Commission under Regulation No 2018/1725<sup>10</sup> and according to the ‘notifications of the processing operations’ to the Data Protection Officer (DPO) of the Agency or the Commission (publicly accessible in the DPO register).

<sup>9</sup> Regulation (EC) No 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents (OJ L 145, 31/5/2001, p. 43).

<sup>10</sup> 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 (OJ L 295, 21.11.2018, p. 39).

Such data will be processed by the ‘**data controller**’ of the Agency or the Commission for the purposes of implementing, managing and monitoring the Agreement or protecting the EU financial interests (including checks, reviews, audits and investigations; see Article 17).

The persons whose personal data are processed have the right to access and correct their own personal data. For this purpose, they must send any queries about the processing of their personal data to the data controller, via the contact point indicated in the privacy statement(s) on the Agency and Commission websites.

They also have the right to have recourse at any time to the European Data Protection Supervisor (EDPS).

### **23.2 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 beneficiaries must inform the personnel whose personal data are collected and processed by the Agency or the Commission. For this purpose, they must provide them with the privacy statement(s) (see above), before transmitting their data to the Agency or the Commission.

### **23.3 Consequences of non-compliance**

If a beneficiary breaches any of its obligations under Article 23.2, the Agency may apply any of the measures described in Chapter 6.

## **ARTICLE 24 — ASSIGNMENTS OF CLAIMS FOR PAYMENT AGAINST THE AGENCY**

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 (on behalf of the beneficiary concerned).

If the Agency has not accepted the assignment or the terms of it are not observed, the assignment will have no effect on it.

In no circumstances will an assignment release the beneficiaries from their obligations towards the Agency.

## **CHAPTER 5 DIVISION OF BENEFICIARIES’ ROLES AND RESPONSIBILITIES**

### **ARTICLE 25 — DIVISION OF BENEFICIARIES’ ROLES AND RESPONSIBILITIES**

#### **25.1 Roles and responsibilities towards the Agency**

The beneficiaries have full responsibility for implementing the action and complying with the Agreement.

The beneficiaries are jointly and severally liable for the **technical implementation** of the action as described in Annex 1. If a beneficiary fails to implement its part of the action, the other beneficiaries become responsible for implementing this part (without being entitled to any additional funding for doing so), unless the Agency expressly relieves them of this obligation.

The **financial responsibility** of each beneficiary is governed by Articles 28.

## 25.2 Internal division of roles and responsibilities

The internal roles and responsibilities of the beneficiaries are divided as follows:

(a) Each **beneficiary** must:

- (i) keep information stored in the Participant Portal Beneficiary Register (via the electronic exchange system) up to date (see Article 12);
- (ii) inform the coordinator immediately of any events or circumstances likely to affect significantly or delay the implementation of the action (see Article 12);
- (iii) submit to the coordinator in good time:
  - individual financial statement(s) for itself and, if required, certificates on the financial statement(s) (see Article 15);
  - the data needed to draw up the technical report(s) (see Article 15);
  - any other documents or information required by the Agency or the Commission under the Agreement, unless the Agreement requires the beneficiary to submit this information directly.

(b) The **coordinator** must:

- (i) monitor that the action is implemented properly (see Article 7);
- (ii) act as the intermediary for all communications between the beneficiaries and the Agency (in particular, providing the Agency with the information described in Article 12), unless the Agreement specifies otherwise;
- (iii) provide a pre-financing guarantee if requested by the Agency (see Article 16.2);
- (iv) request and review any documents or information required by the Agency and verify their completeness and correctness before passing them on to the Agency;
- (v) submit the deliverables and reports to the Agency (see Articles 14 and 15);
- (vi) ensure that all payments are made to the other beneficiaries without unjustified delay (see Article 16);

The coordinator may not subcontract the above-mentioned tasks.

## 25.3 Internal arrangements between beneficiaries — Consortium agreement

The beneficiaries must have internal arrangements regarding their operation and co-ordination to ensure that the action is implemented properly (**‘consortium agreement’**).

The consortium agreement must not contain any provision contrary to the Agreement.

## **CHAPTER 6 REJECTION OF COSTS — REDUCTION OF THE GRANT — RECOVERY — SANCTIONS — DAMAGES — SUSPENSION — TERMINATION — FORCE MAJEURE**

### **SECTION 1 REJECTION OF COSTS — REDUCTION OF THE GRANT — RECOVERY — SANCTIONS**

#### **ARTICLE 26 — REJECTION OF INELIGIBLE COSTS**

##### **26.1 Conditions**

The Agency will — **at the payment of the balance** or **afterwards** — reject any costs which are ineligible (see Article 6), in particular following checks, reviews, audits or investigations (see Article 17).

The rejection may also be based on the **extension of findings from other grants to this grant** (see Article 17.5.2).

##### **26.2 Ineligible costs to be rejected — Calculation — Procedure**

Ineligible costs will be rejected in full.

If the rejection of costs does not lead to a recovery (see Article 28), the Agency will formally notify the coordinator or beneficiary concerned of the rejection of costs, the amounts and the reasons why (if applicable, together with the notification of amounts due; see Article 16.5). The coordinator or beneficiary concerned may — within 30 days of receiving notification — formally notify the Agency of its disagreement and the reasons why.

If the rejection of costs leads to a recovery, the Agency will follow the contradictory procedure with pre-information letter set out in Article 28.

##### **26.3 Effects**

If the Agency rejects costs at **the payment of the balance**, it will deduct them from the total eligible costs declared in the final summary financial statement (see Article 15.4). It will then calculate the payment of the balance as set out in Article 16.4.

If the Agency rejects costs **after the payment of the balance**, it will calculate the revised final grant amount as set out in Article 5.4. If the revised final grant amount is lower than the final grant amount, the Agency will recover the difference (see Article 28).

#### **ARTICLE 27 — REDUCTION OF THE GRANT**

##### **27.1 Conditions**

The Agency may — **at the payment of the balance** or **afterwards** — reduce the grant, if:

- (a) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed:
  - (i) substantial errors, irregularities or fraud or
  - (ii) serious breach of obligations under the Agreement or during the award procedure (including improper implementation of the action, submission of false information, failure to provide required information, breach of ethical principles) or
- (b) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (**extension of findings from other grants to this grant**; see Article 17.5.2).

## 27.2 Amount to be reduced — Calculation — Procedure

The amount of the reduction will be proportionate to the seriousness of the errors, irregularities or fraud or breach of obligations.

Before reduction of the grant, the Agency will formally notify a ‘**pre-information letter**’ to the coordinator or beneficiary concerned:

- informing it of its intention to reduce the grant, the amount it intends to reduce and the reasons why and
- inviting it to submit observations within 30 days of receiving notification

If the Agency does not receive any observations or decides to pursue reduction despite the observations it has received, it will formally notify **confirmation** of the reduction (if applicable, together with the notification of amounts due; see Article 16).

## 27.3 Effects

If the Agency reduces the grant at the time of **the payment of the balance**, it will calculate the reduced grant amount and then determine the amount due as payment of the balance (see Articles 5.3 and 16.4).

If the Agency reduces the grant **after the payment of the balance**, it will calculate the revised final grant amount (see Article 5.4). If the revised final grant amount is lower than the final grant amount, the Agency will recover the difference (see Article 28).

## ARTICLE 28 — RECOVERY OF UNDUE AMOUNTS

### 28.1 Amount to be recovered — Calculation — Procedure

The Agency will — **at the payment of the balance** or **afterwards** — claim back amount that was paid but is not due under the Agreement.

The coordinator is fully liable for repaying debts of the consortium (under the Agreement), even if it has not been the final recipient of those amounts.



In addition, the beneficiaries (including the coordinator) are jointly and severally liable for repaying any debts under the Agreement (including late-payment interest) — up to the maximum grant amount indicated, for each beneficiary, in the estimated budget (as last amended; see Annex 2).

### 28.1.1 Recovery at payment of the balance

If the payment of the balance takes the form of a recovery (see Article 16.4), the Agency will formally notify a ‘**pre-information letter**’ to the coordinator:

- informing it of its intention to recover, the amount due as the balance and the reasons why and
- inviting it to submit observations within 30 days of receiving notification.

If no observations are submitted or the Agency decides to pursue recovery despite the observations it has received, it will **confirm** the amount to be recovered and formally notify to the coordinator a **debit note** with the terms and the date for payment (together with the notification of amounts due; see Article 16.5).

If payment is not made by the date specified in the debit note, the Agency or the Commission will **recover** the amount:

- (a) by ‘**offsetting**’ it — without the coordinator’s consent — against any amounts owed to the coordinator by the Agency, Commission or another executive agency (from the EU budget).

In exceptional circumstances, to safeguard the EU financial interests, the Agency or the Commission may offset before the payment date specified in the debit note;

- (b) not applicable;

- (c) by **holding** the other beneficiaries jointly and severally **liable** — up to the maximum grant amount indicated, for each beneficiary, in the estimated budget (as last amended; see Annex 2);

- (d) by **taking legal action** (see Article 41) or by **adopting an enforceable decision** under Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 100(2) of the EU Financial Regulation 2018/1046.

If payment is not made by the date in the debit note, the amount to be recovered (see above) will be increased by **late-payment interest** at the rate set out in Article 16.11, from the day following the payment date in the debit note, up to and including the date the Agency or the Commission receives full payment of the amount.

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

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2007/64/EC<sup>11</sup> applies.

### 28.1.2 Recovery of amounts after payment of the balance

---

<sup>11</sup> Directive 2007/64/EC 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 (OJ L 319, 05.12.2007, p. 1).

If — after the payment of the balance — the Agency revised the final grant amount (see Article 5.4), and the revised final grant amount is lower than the final grant amount (see Article 5.3), it will:

- if the rejection or reduction does *not* concern a specific beneficiary: claim back the difference from the coordinator (even if it has not been the final recipient of the amount in question)

or

- otherwise: claim back the difference from the beneficiary concerned.

The Agency will formally notify a **pre-information letter** to the coordinator or beneficiary concerned:

- informing it of its intention to recover, the amount to be repaid and the reasons why and
- inviting it to submit observations within 30 days of receiving notification.

If no observations are submitted or the Agency decides to pursue recovery despite the observations it has received, it will **confirm** the amount to be recovered and formally notify to the coordinator or beneficiary concerned a **debit note**. This note will also specify the terms and the date for payment.

If payment is not made by the date specified in the debit note, the Agency will **recover** the amount:

- (a) by '**offsetting**' it — without the coordinator's or beneficiary's consent — against any amounts owed to the coordinator or beneficiary concerned by the Agency, the Commission or another executive agency (from the EU budget).

In exceptional circumstances, to safeguard the EU's financial interests, the Agency or the Commission may offset before the payment date specified in the debit note;

- (b) by **holding** the other beneficiaries jointly and severally **liable**, up to the maximum grant amount indicated, for each beneficiary, in the estimated budget (as last amended; see Annex 2);
- (c) by **taking legal action** (see Article 41) or by **adopting an enforceable decision** under Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 100(2) of the EU Financial Regulation No 2018/1046.

If payment is not made by the date in the debit note, the amount to be recovered (see above) will be increased by **late-payment interest** at the rate set out in Article 16.11, from the day following the date for payment in the debit note, up to and including the date the Agency or the Commission receives full payment of the amount.

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

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2007/64/EC applies.

## ARTICLE 29 — ADMINISTRATIVE AND FINANCIAL PENALTIES

In addition to contractual measures, the Agency or the Commission may also adopt administrative sanctions under Articles 100(2) of the EU Financial Regulation 2018/1046 (i.e. exclusion from future procurement contracts, grants, prizes and expert contracts and/or financial penalties).

## **SECTION 2 LIABILITY FOR DAMAGES**

### **ARTICLE 30 — LIABILITY FOR DAMAGES**

#### **30.1 Liability of the Agency**

The Agency cannot be held liable for any damage caused to the beneficiaries or to third parties as a consequence of implementing the Agreement, including for gross negligence.

The Agency cannot be held liable for any damage caused by any of the beneficiaries or third parties involved in the action, as a consequence on implementing the Agreement.

#### **30.2 Liability of the beneficiaries**

Except in case of force majeure (see Article 35), 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.

## **SECTION 3 SUSPENSION AND TERMINATION**

### **ARTICLE 31 — SUSPENSION OF PAYMENT DEADLINE**

#### **31.1 Conditions**

The Agency may — at any moment — suspend the payment deadline (see Article 16.2 to 16.4) if a request for payment (see Article 15) cannot be approved because:

- (a) it does not comply with the provisions of the Agreement (see Article 15);
- (b) the technical or financial report(s) have not been submitted or are not complete or additional information is needed, or
- (c) there is doubt about the eligibility of the costs declared in the financial statements and additional checks, reviews, audits or investigations are necessary.

#### **31.2 Procedure**

The Agency will formally notify the coordinator of the suspension and the reasons why.

The suspension will **take effect** the day notification is sent by the Agency (see Article 36).

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 due to the non-compliance of the technical or financial report(s) (see Article 15) and the revised report or statement is not submitted or was submitted but is also rejected, the Agency may also terminate the Agreement or the participation of the beneficiary (see Article 34.3.1(i)).

## ARTICLE 32 — SUSPENSION OF PAYMENTS

### 32.1 Conditions

The Agency may — at any moment — suspend payments, in whole or in part for one or more beneficiaries, if:

- (a) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed or is suspected of having committed:
  - (i) substantial errors, irregularities or fraud or
  - (ii) serious breach of obligations under this Agreement or during the award procedure (including improper implementation of the action, submission of false information, failure to provide required information, breach of ethical principles) or
- (b) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (**extension of findings from other grants to this grant**; see Article 17.5.2).

If payments are suspended for one or more beneficiaries, the Agency will make partial payment(s) for the part(s) not suspended. If suspension concerns the payment of the balance, the payment (or recovery) of the remaining amount after suspension is lifted will be considered to be the payment that closes the action.

### 32.2 Procedure

Before suspending payments, the Agency will formally notify the coordinator or beneficiary concerned:

- informing it of its intention to suspend payments and the reasons why and
- inviting it to submit observations within 30 days of receiving notification.

If the Agency does not receive observations or decides to pursue the procedure despite the observations it has received, it will formally notify **confirmation** of the suspension. Otherwise, it will formally notify that the suspension procedure is not continued.

The suspension will **take effect** the day the confirmation notification is sent by the Agency.

If the conditions for resuming payments are met, the suspension will be **lifted**. The Commission will formally notify the coordinator or beneficiary concerned.

The beneficiaries may suspend implementation of the action (see Article 33.1) or terminate the Agreement or the participation of the beneficiary concerned (see Article 34.1 and 34.2).

## ARTICLE 33 — SUSPENSION OF THE ACTION IMPLEMENTATION

### 33.1 Suspension of the action implementation, by the beneficiaries

### 33.1.1 Conditions

The beneficiaries may suspend implementation of the action or any part of it, if exceptional circumstances — in particular *force majeure* (see Article 35) — make implementation impossible or excessively difficult.

### 33.1.2 Procedure

The coordinator must immediately formally notify to the Agency the suspension (see Article 36), stating:

- the reasons why and
- the expected date of resumption.

The suspension will **take effect** the day this notification is received by the Agency.

Once circumstances allow for implementation to resume, the coordinator must immediately formally notify the Agency and request an **amendment** of the Agreement to set the date on which the action will be resumed, extend the duration of the action and make other changes necessary to adapt the action to the new situation (see Article 39) — unless the Agreement or the participation of a beneficiary has been terminated (see Article 34).

The suspension will be **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 suspension of the action implementation are not eligible (see Article 6).

## 33.2 Suspension of the action implementation, by the Agency

### 33.2.1 Conditions

The Agency may suspend implementation of the action or any part of it, if:

- (a) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed or is suspected of having committed:
  - (i) substantial errors, irregularities or fraud or
  - (ii) serious breach of obligations under this Agreement or during the award procedure (including improper implementation of the action, submission of false information, failure to provide required information, breach of ethical principles) or
- (b) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (**extension of findings from other grants to this grant**; see Article 17.5.2).

### 33.2.2 Procedure

Before suspending implementation of the action, the Agency will formally notify the coordinator or beneficiary concerned:

- informing it of its intention to suspend the implementation and the reasons why and
- inviting it to submit observations within 30 days of receiving notification.

If the Agency does not receive observations or decides to pursue the procedure despite the observations it has received, it will formally notify **confirmation** of the suspension. Otherwise, it will formally notify that the procedure is not continued.

The suspension will **take effect** five days after confirmation notification is received (or on a later date specified in the notification).

It will be **lifted** if the conditions for resuming implementation of the action are met.

The coordinator or beneficiary concerned will be formally notified of the lifting and the Agreement will be **amended** to set the date on which the action will be resumed, extend the duration of the action and make other changes necessary to adapt the action to the new situation (see Article 39) — unless the Agreement has been terminated (see Article 34).

The suspension will be 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 suspension are not eligible (see Article 6).

The beneficiaries may not claim damages due to suspension by the Agency (see Article 30).

Suspension of the action implementation does not affect the Agency's right to terminate the Agreement or participation of a beneficiary (see Article 34), reduce the grant or recover amounts unduly paid (see Articles 27 and 28).

## **ARTICLE 34 — TERMINATION OF THE AGREEMENT OR OF THE PARTICIPATION OF ONE OR MORE BENEFICIARIES**

### **34.1 Termination of the Agreement, by the beneficiaries**

#### **34.1.1 Conditions and procedure**

The beneficiaries may terminate the Agreement.

The coordinator must formally notify termination to the Agency (see Article 36), stating:

- the reasons why and
- the date the termination will take effect. This date must be after the notification.

If no reasons are given or if the Agency considers the reasons do not justify termination, the Agreement will be considered to have been '**terminated improperly**'.

The termination will **take effect** on the day specified in the notification.

#### **34.1.2 Effects**

The coordinator must — within 60 days from when termination takes effect — submit the final report (see Article 15.4).

If the Agency does not receive the report(s) within the deadline (see above), no costs will be taken into account.

The Agency will **calculate** the final grant amount (see Article 5.3) and the balance (see Article 16.4) on the basis of the report(s) submitted. Only costs incurred until termination are eligible (see Article 6). Costs relating to contracts due for execution only after termination are not eligible.

Improper termination may lead to a reduction of the grant (see Article 27).

After termination, the beneficiaries' obligations (in particular, Articles 15, 17, 18, 19, 21, 22, 24, 26, 27 and 28) continue to apply.

## **34.2 Termination of the participation of one or more beneficiaries, by the beneficiaries**

### **34.2.1 Conditions and procedure**

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

The coordinator must formally notify termination to the Agency (see Article 36) and inform the beneficiary concerned.

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

The notification must include:

- the reasons why;
- the opinion of the beneficiary concerned (or proof that this opinion has been requested in writing);
- the date the termination takes effect. This date must be after the notification, and
- a request for amendment (see Article 39), with a proposal for reallocation of the tasks and the estimated budget of the beneficiary concerned (see Annexes 1 and 2) and, if necessary, the addition of one or more new beneficiaries (see Article 40). If termination takes effect after the period set out in Article 3, no request for amendment must be included, unless the beneficiary concerned is the coordinator. In this case, the request for amendment must propose a new coordinator.

If this information is not given or if the Agency considers that the reasons do not justify termination, the participation will be considered to have been **terminated improperly**.

The termination will **take effect** on the day specified in the notification.

### **34.2.2 Effects**

The beneficiary concerned must submit to the coordinator:

- (i) a technical report and
- (ii) a financial statement covering the period to the date when termination takes effect.

This information must be included by the coordinator in the final report (see Article 15.4).

If the request for amendment is rejected by the Agency (because it calls into question the decision awarding the grant or breaches the principle of equal treatment of applicants), the Agreement may be terminated under Article 34.3.1(c).

If the request for amendment is accepted by the Agency, the Agreement is **amended** to introduce the necessary changes (see Article 39).

Improper termination may lead to a reduction of the grant (see Article 27) or termination of the Agreement (see Article 34).

After termination, the concerned beneficiary's obligations (in particular Articles 15, 17, 18, 19, 21, 22, 24, 26, 27 and 28) continue to apply.

### **34.3 Termination of the Agreement or of the participation of one or more beneficiaries, by the Agency**

#### **34.3.1 Conditions**

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

- (a) one or more beneficiaries do not accede to the Agreement (see Article 40);
- (b) a change to their legal, financial, technical, organisational or ownership situation is likely to substantially affect or delay the implementation of the action or calls into question the decision to award the grant;
- (c) following termination of participation for one or more beneficiaries (see above), the necessary changes to the Agreement would call into question the decision awarding the grant or breach the principle of equal treatment of applicants (see Article 39);
- (d) implementation of the action is prevented by force majeure (see Article 35) or suspended by the coordinator (see Article 33.1) and either:
  - (i) resumption is impossible, or
  - (ii) the necessary changes to the Agreement would call into question the decision awarding the grant or breach the principle of equal treatment of applicants;
- (e) a beneficiary (or a person with unlimited liability for its debts) is declared bankrupt, being wound up, having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, or is subject to any other similar proceedings or procedures under national law;
- (f) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has been found guilty of grave professional misconduct;



- (g) a beneficiary (or a person with unlimited liability for its debts) does not comply with the applicable national law on taxes and social security;
- (h) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed fraud, corruption, or is involved in a criminal organisation, money laundering, terrorism-related crimes (including terrorism financing), child labour or human trafficking;
- (i) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed:
  - (i) substantial errors, irregularities or fraud or
  - (ii) serious breach of obligations under the Agreement or during the award procedure (including improper implementation of the action, submission of false information, failure to provide required information, breach of ethical principles);
- (j) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) has committed — in other EU grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (**extension of findings from other grants to this grant**; see Article 17.5.2).
- (k) a beneficiary (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the grant) was created under a different jurisdiction with the intent to circumvent fiscal, social or other legal obligations in the country of origin (or created another entity with this purpose);
- (l) refusal to remove a linked third party: not applicable.

### 34.3.2 Procedure

Before terminating the Agreement or participation of one or more beneficiaries, the Agency will formally notify the coordinator or beneficiary concerned:

- informing it of its intention to terminate and the reasons why and
- inviting it, within 30 days of receiving notification, to submit observations and — in case of Point (i.ii) above — to inform the Agency of the measures to ensure compliance with the obligations under the Agreement.

If the Agency does not receive observations or decides to pursue the procedure despite the observations it has received, it will formally notify to the coordinator or beneficiary concerned **confirmation** of the termination and the date it will take effect. Otherwise, it will formally notify that the procedure is not continued.

The termination will **take effect**:

- for terminations under Points (b), (c), (e), (g), (i.ii), (k) and (l) above: on the day specified in the notification of the confirmation (see above);

- for terminations under Points (a), (d), (f), (h), (i.i) and (j) above: on the day after the notification of the confirmation is received.

### 34.3.3 Effects

#### (a) for **termination of the Agreement**:

The coordinator must — within 60 days from when termination takes effect — submit a final report (see Article 15.4).

If the Agreement is terminated for breach of the obligation to submit report(s) (see Articles 15.8 and 34.3.1(i)), the coordinator may not submit any report(s) after termination.

If the Agency does not receive the report(s) within the deadline (see above), no costs will be taken into account.

The Agency will **calculate** the final grant amount (see Article 5.3) and the balance (see Article 16.4) on the basis of the report(s) submitted. Only costs incurred until termination takes effect are eligible (see Article 6). Costs relating to contracts due for execution only after termination are not eligible.

This does not affect the Agency's right to reduce the grant (see Article 27) or to impose administrative sanctions (Article 29).

The beneficiaries may not claim damages due to termination by the Agency (see Article 30).

After termination, the beneficiaries' obligations (in particular Articles 15, 17, 18, 19, 21, 22, 24, 26, 27 and 28) continue to apply.

#### (b) for **termination of the participation of one or more beneficiaries**:

The coordinator must — within 60 days from when termination takes effect — submit a request for amendment (see Article 39), with a proposal for reallocation of the tasks and estimated budget of the beneficiary concerned (see Annexes 1 and 2) and, if necessary, the addition of one or more new beneficiaries (see Article 40). If termination is notified after the period set out in Article 3, no request for amendment must be submitted unless the beneficiary concerned is the coordinator. In this case the request for amendment must propose a new coordinator.

The beneficiary concerned must submit to the coordinator:

- (i) a technical report and
- (ii) a financial statement covering the period to the date when termination takes effect.

This information must be included by the coordinator in the final report (see Article 15.4).

If the request for amendment is rejected by the Agency (because it calls into question the decision awarding the grant or breaches the principle of equal treatment of applicants), the Agreement may be terminated under Article 34.3.1(c).

If the request for amendment is accepted by the Agency, the Agreement is **amended** to introduce the necessary changes (see Article 39).

After termination, the concerned beneficiary's obligations (in particular Articles 15, 17, 18, 19, 21, 22, 24, 26, 27 and 28) continue to apply.

## **SECTION 4 FORCE MAJEURE**

### **ARTICLE 35 — FORCE MAJEURE**

'Force majeure' means any situation or event that:

- prevents either party from fulfilling their obligations under the Agreement,
- was unforeseeable, exceptional situation and beyond the parties' control,
- was not due to error or negligence on their part (or on the part of third parties involved in the action), and
- proves to be inevitable in spite of exercising all due diligence.

The following cannot be invoked as force majeure:

- any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure,
- labour disputes or strikes, or
- financial difficulties.

Any situation constituting force majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects.

The parties must immediately take all the necessary steps to limit any damage due to force majeure and do their best to resume implementation of the action as soon as possible.

The party prevented by force majeure from fulfilling its obligations under the Agreement cannot be considered in breach of them.

## **CHAPTER 7 FINAL PROVISIONS**

### **ARTICLE 36 — COMMUNICATION BETWEEN THE PARTIES**

#### **36.1 Form and means of communication**

Communication under the Agreement (information, requests, submissions, 'formal notifications', etc.) must:

- be made in writing and
- bear the number of the Agreement.

All communication must be made through the Participant Portal **electronic** exchange system and using the forms and templates provided there.

If — after the payment of the balance — the Agency finds that a formal notification was not accessed, a second formal notification will be made by registered post with proof of delivery (‘formal notification on **paper**’). Deadlines will be calculated from the moment of the second notification.

Communications in the electronic exchange system must be made by persons authorised according to the Participant Portal Terms & Conditions. For naming the authorised persons, each beneficiary must have designated — before the signature of this Agreement — a ‘legal entity appointed representative (LEAR)’. The role and tasks of the LEAR are stipulated in his/her appointment letter (see Participant Portal Terms & Conditions).

If the electronic exchange system is temporarily unavailable, instructions will be given on the Agency and Commission websites.

### 36.2 Date of communication

**Communications** are considered to have been made when they are sent by the sending party (i.e. on the date and time they are sent through the electronic exchange system).

**Formal notifications** through the **electronic** exchange system are considered to have been made when they are received by the receiving party (i.e. on the date and time of acceptance by the receiving party, as indicated by the time stamp). A formal notification that has not been accepted within 10 days after sending is considered to have been accepted.

Formal notifications **on paper** sent by **registered post** with proof of delivery (only after the payment of the balance) are considered to have been made on either:

- the delivery date registered by the postal service or
- the deadline for collection at the post office.

If the electronic exchange system is temporarily unavailable, the sending party cannot be considered in breach of its obligation to send a communication within a specified deadline.

### 36.3 Addresses for communication

The **electronic** exchange system must be accessed via the following URL:

<https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/myarea/projects>

The Agency will formally notify the coordinator and beneficiaries in advance of any changes to this URL.

The address for **paper** communications to the Agency (if exceptionally allowed) is the official mailing address indicated on the Agency’s website. For beneficiaries, it is the legal address specified in the Participant Portal Beneficiary Register.

## ARTICLE 37 — INTERPRETATION OF THE AGREEMENT

### 37.1 Precedence of the Terms and Conditions over the Annexes

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

Annex 2 takes precedence over Annex 1.

### **37.2 Privileges and immunities**

Not applicable

## **ARTICLE 38 — CALCULATION OF PERIODS, DATES AND DEADLINES**

In accordance with Regulation No 1182/71<sup>12</sup>, periods expressed in days, months or years are calculated from the moment the triggering event occurs.

The day during which that event occurs is not considered as falling within the period.

## **ARTICLE 39 — AMENDMENTS TO THE AGREEMENT**

### **39.1 Conditions**

The Agreement may be amended, unless the amendment entails changes to the Agreement which would call into question the decision awarding the grant or breach the principle of equal treatment of applicants.

Amendments may be requested by any of the parties.

### **39.2 Procedure**

The party requesting an amendment must submit a request for amendment signed in the electronic exchange system (see Article 36).

The coordinator submits and receives requests for amendment on behalf of the beneficiaries (see Annex 3).

If a change of coordinator is requested without its agreement, the submission must be done by another beneficiary (acting on behalf of the other beneficiaries).

The request for amendment must include:

- the reasons why;
- the appropriate supporting documents, and
- for a change of coordinator without its agreement: the opinion of the coordinator (or proof that this opinion has been requested in writing).

The Agency may request additional information.

If the party receiving the request agrees, it must sign the amendment in the electronic exchange system within 45 days of receiving notification (or any additional information the Agency has requested). If it does not agree, it must formally notify its disagreement within the same deadline. The deadline may

---

<sup>12</sup> Regulation (EEC, Euratom) No 1182/71 of the Council of 3 June 1971 determining the rules applicable to periods, dates and time-limits (OJ L 124, 8/6/1971, p. 1).

be extended, if necessary for the assessment of the request. If no notification is received within the deadline, the request is considered to have been rejected.

An amendment **enters into force** on the day of the signature of the receiving party.

An amendment **takes effect** on the date agreed by the parties or, in the absence of such an agreement, on the date on which the amendment enters into force.

## **ARTICLE 40 — ACCESSION TO THE AGREEMENT**

### **40.1 Accession of the beneficiaries mentioned in the Preamble**

The other beneficiaries must accede to the Agreement by signing the Accession Form (see Annex 3) in the electronic exchange system (see Article 36) within 30 days after its entry into force (see Article 42)

They will assume the rights and obligations under the Agreement with effect from the date of its entry into force (see Article 42).

If a beneficiary does not accede to the Agreement within the above deadline, the coordinator must — within 30 days — request an amendment to make any changes necessary to ensure proper implementation of the action (see Article 39). This does not affect the Agency's right to terminate the Agreement (see Article 34).

### **40.2 Addition of new beneficiaries**

In justified cases, the beneficiaries may request the addition of a new beneficiary.

For this purpose, the coordinator must submit a request for amendment in accordance with Article 39. It must include an Accession Form (see Annex 3) signed by the new beneficiary in the electronic exchange system (see Article 36).

New beneficiaries must assume the rights and obligations under the Agreement with effect from the date of their accession specified in the Accession Form (see Annex 3).

If a new beneficiary is added to a mono-beneficiary grant, the grant becomes a multi-beneficiary grant and the provisions will be applied accordingly.

### **40.3 Transfer to a new beneficiary**

In justified cases, the beneficiary of a mono-beneficiary grant may request the transfer of the action to a new beneficiary, provided that this would not call into question the decision awarding the grant or breach the principle of equal treatment of applicants.

For this purpose, the beneficiary must submit a request for amendment in accordance with Article 55. It must include an Accession Form (see Annex 3) signed by the new beneficiary in the electronic exchange system (see Article 52).

The new beneficiary must assume the rights and obligations under the Agreement with effect from the date of their accession specified in the Accession Form (see Annex 3).

## **ARTICLE 41 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

## 41.1 Applicable law

The Agreement is governed by the applicable EU law, supplemented if necessary by the law of Belgium.

## 41.2 Dispute settlement

If a dispute concerning the interpretation, application or validity of the Agreement cannot be settled amicably, the General Court — or, on appeal, the Court of Justice of the European Union — has sole jurisdiction. Such actions must be brought under Article 272 of the Treaty on the Functioning of the EU (TFEU).

If a dispute concerns administrative sanctions, offsetting or an enforceable decision under Article 299 TFEU (see Articles 28 and 29), the beneficiaries must bring action before the General Court — or, on appeal, the Court of Justice of the European Union — under Article 263 TFEU. Actions against offsetting and enforceable decisions must be brought against the Commission (not against the Agency).

## ARTICLE 42 — ENTRY INTO FORCE OF THE AGREEMENT

The Agreement will enter into force on the day of signature by the Agency or the coordinator, depending on which is later.

## SIGNATURES

For the coordinator

João Rocha with ECAS id n002eagg signed in the Participant Portal on 25/09/2020 at 20:49:49 (transaction id SigId-48214-2wLNsDGIV EEixkznbzYu5nYkr6P5UJ1QtzUXPQYvGAPqSYtkp0SPLdaHyUezNcq i4zrpzv75ZMDfUsmALkojiTsm-jpJZscgsw0KTYOtYN5vSZe-xwp9hqk zORYVowGuui153km3qvsBjJPmeFF2OGKvr1osBqwzWk0jzHnBSuIn 2j9v4AMRRzXILe66DPSf7Z3nuam). Timestamp by third party at 2020.09.25 22:50:03 CEST

For the Agency

Signed by Jose-Lorenzo VALLES with ECAS id vallejo as an authorised representative on 28-09-2020 11:01:53 (transaction id SigId-52960-sq02plsbTt07TqzmrA5cECOWIPadjRizm0ksT7WfHkUQ gh9JMtDdWX6elyLbnnwpE9rc0TOai3PjKi06lPrml3-jpJZscgsw0KTYOtYN5vSZe-RzQUS24j06tSETIoW2kZNIzP7RYxra1q mQw1jjjNhAvkLLygFubrgLI8CV2GzQXFPmt1ymOJDROTJvluRSffmt) 2020.09.28 11:01:56 CEST

## ESTIMATED BUDGET FOR THE ACTION

Cost form <sup>7</sup>	Estimated eligible <sup>1</sup> costs (per budget category)						EU contribution <sup>2</sup>			Action's estimated receipts		
	A. Direct personnel costs	B. Direct travel and subsistence costs	C. Direct costs of subcontracting	E. Other direct costs	F. Indirect costs <sup>3</sup>	Total costs	Reimbursement rate % <sup>4</sup>	Maximum EU contribution <sup>5</sup>	Maximum grant amount <sup>6</sup>	Income generated by the action	Financial contributions given by third parties to the beneficiaries	Action's total receipts
	B.1 Travel	B.2 Subsistence	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
	b1	b2]	c	e	f = flat-rate * (a+b)+b2+e	g = a+b)+b2+e+f	h	i = g * h	j	k	l	m = k+l
1. IPP	940 101.00	42 910.00	79 200.00	0.00	76 699.77	1 172 410.77	80.00	937 928.62	937 928.61	0.00	0.00	0.00
2. HMU	618 296.00	42 420.00	71 130.00	0.00	53 924.22	824 270.22	80.00	659 416.18	659 416.17	0.00	0.00	0.00
3. USIFGEN	777 392.00	34 230.00	71 130.00	0.00	64 487.64	985 739.64	80.00	788 591.71	788 591.71	0.00	0.00	0.00
4. UM	581 350.00	34 020.00	74 490.00	0.00	50 635.20	773 995.20	80.00	619 196.16	619 196.15	0.00	0.00	0.00
5. UNICUSANO	674 656.00	32 200.00	74 490.00	0.00	58 927.82	900 753.82	80.00	720 603.06	720 603.05	0.00	0.00	0.00
6. UORL	780 752.00	34 230.00	71 130.00	0.00	64 722.84	989 334.84	80.00	791 467.87	791 467.87	0.00	200 000.00	200 000.00
7. VGTU	418 358.00	37 660.00	74 490.00	0.00	39 480.56	603 488.56	80.00	482 790.85	482 790.85	0.00	0.00	0.00
<b>2 consortium</b>	4 790 885.00	257 670.00	516 060.00	0.00	408 878.05	6 249 993.05	80.00	4 999 994.45	4 999 994.41	0.00	200 000.00	200 000.00

<sup>1</sup> See Article 6 for the eligibility conditions. All amounts must be expressed in EUR (see Article 15.6 for the conversion rules).

<sup>2</sup> The consortium remains free to decide on a different internal distribution of the EU funding (via the consortium agreement, see Article 25.3).

<sup>3</sup> Indirect costs already covered by an operating grant (received under any EU or Euratom funding programme) are ineligible (see Article 6.4(b)). Therefore, a beneficiary/linked third party that receives an operating grant during the action duration cannot declare indirect costs for the year(s)/reporting period(s) covered by the operating grant, unless they can demonstrate that the operating grant does not cover any costs of the action (see Article 6.2.F). This requires specific accounting tools. Please immediately contact us via the Participant Portal for details.

<sup>4</sup> See Article 5.2 for the reimbursement rate.

<sup>5</sup> This is the theoretical amount of the EU contribution, if the reimbursement rate is applied to all the budgeted costs. This theoretical amount is then capped by the 'maximum grant amount'.

<sup>6</sup> The 'maximum grant amount' is the maximum grant amount decided by the Commission/Agency. It normally corresponds to the requested grant, but may be lower.

<sup>7</sup> See Article 5.2 for the cost forms.

<sup>8</sup> See Annex 2a 'Additional information on the estimated budget' for the details (units, cost per unit).

<sup>9</sup> See Article 6.2.F for the flat-rate.



## **ACCESSION FORM FOR BENEFICIARIES**

**ELLINIKO MESOGEIAKO PANEPISTIMIO (HMU)**, established in ESTAVROMENOS, HERAKLION 71004, Greece, VAT number: EL996844271, ('the beneficiary'), represented for the purpose of signing this Accession Form by the undersigned,

**hereby agrees**

**to become beneficiary** No ('2')

**in Grant Agreement No** 101004096 ('the Grant Agreement')

**between** INSTITUTO POLITECNICO DO PORTO **and** the Education, Audiovisual and Culture Executive Agency ('the EU'), represented by the European Commission ('the Commission'),

**for the action entitled** Advanced Technology Higher Education Network Alliance (ATHENA).

*and mandates*

*the coordinator to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.*

By signing this Accession Form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and conditions it sets out.

**SIGNATURE**

For the beneficiary/new beneficiary/new coordinator

Christos Floros with ECAS id n0029jns signed in the Participant Portal on 29/09/2020 at 06:52:39 (transaction id SigId-2880-gBPbz mYdzHFD6OXzirYFjWsnBPPNfrfsMD10gSNh3izGXx6dXmjvjOvTUeE LdzylYsmPgkUEUmGaKffsAMIAq5zm-rS0vSrmBGYCI4XfzdnKHezW-J chxWG6ep7pviH1H1VkyUYi7zsBQVTQjYJ1UqLD1ezzYR3oKi9TEwXq KBHZzjEtKperlytLwnwOIWoxFSoeJ5C). Timestamp by third party at 2020.09.29 07:52:47 CEST

## **ACCESSION FORM FOR BENEFICIARIES**

**UNIVERSITAET SIEGEN (USIEGEN)**, established in ADOLF REICHWEIN STRASSE 2A, SIEGEN 57076, Germany, VAT number: DE154854171, ('the beneficiary'), represented for the purpose of signing this Accession Form by the undersigned,

**hereby agrees**

**to become beneficiary** No ('3')

**in Grant Agreement No** 101004096 ('the Grant Agreement')

**between** INSTITUTO POLITECNICO DO PORTO **and** the Education, Audiovisual and Culture Executive Agency ('the EU'), represented by the European Commission ('the Commission'),

**for the action entitled** Advanced Technology Higher Education Network Alliance (ATHENA).

*and mandates*

*the coordinator to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.*

By signing this Accession Form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and conditions it sets out.

**SIGNATURE**

For the beneficiary/new beneficiary/new coordinator

Ulf RICHTER with ECAS id nrihteul signed in the Participant Portal on 09/10/2020 at 11:58:22 (transaction id Sigld-92602-jyn4guCUT BXhOTPRief5bsoT49Ba79LDI5gmMjjLW96GLSRFAB6MO6pPETeA VIAUXr6Db3v6mqQkFXGKFv5BAG-jpJZscgsw0KMrmTjsfkHMi-pSA Hk0l3nysztHC6eGcRYPzNpBIDQ4ajYrkdPPSKpnCWzdVjqVjY2ibHF ybhPxRValzsazi5SXRjnlUnueHpQXi). Timestamp by third party at 2020.10.09 12:58:29 CEST

## **ACCESSION FORM FOR BENEFICIARIES**

**UNIVERZA V MARIBORU (UM)**, established in SLOMSKOV TRG 15, MARIBOR 2000, Slovenia, VAT number: SI71674705, ('the beneficiary'), represented for the purpose of signing this Accession Form by the undersigned,

**hereby agrees**

**to become beneficiary** No ('4')

**in Grant Agreement No** 101004096 ('the Grant Agreement')

**between** INSTITUTO POLITECNICO DO PORTO **and** the Education, Audiovisual and Culture Executive Agency ('the EU'), represented by the European Commission ('the Commission'),

**for the action entitled** Advanced Technology Higher Education Network Alliance (ATHENA).

*and mandates*

*the coordinator to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.*

By signing this Accession Form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and conditions it sets out.

**SIGNATURE**

For the beneficiary/new beneficiary/new coordinator

Zdravko Kačič with ECAS id n002111e signed in the Participant Portal on 14/10/2020 at 14:52:08 (transaction id SigId-18344-kMou2zw0Rd0IKzvlN6P2svNSlu53ZztV4GYY2ACTxEEYTgzLcDQDgwzXaFslYvCGWgak0i5zIzYJgw3gynAMHH3K-yntOf97TTHq9KtEpzqIWbx-6AMNkzIqo68UGSlejPDeiPI0lynhUylelw3KNaMcp9rFxbSqLzb8XoSdgPcc8XcvYH5P4Dr106l6hl2BPnQQt). Timestamp by third party at 2020.10.14 15:52:14 CEST

## **ACCESSION FORM FOR BENEFICIARIES**

**UNIVERSITA DEGLI STUDI NICCOLO CUSANO TELEMATICA ROMA (UNICUSANO)**, established in VIA DON CARLO GNOCCHI 3, ROMA 00166, Italy, VAT number: IT09073721004, ('the beneficiary'), represented for the purpose of signing this Accession Form by the undersigned,

**hereby agrees**

**to become beneficiary No ('5')**

**in Grant Agreement No 101004096 ('the Grant Agreement')**

**between** ISTITUTO POLITECNICO DO PORTO **and** the Education, Audiovisual and Culture Executive Agency ('the EU'), represented by the European Commission ('the Commission'),

**for the action entitled** Advanced Technology Higher Education Network Alliance (ATHENA).

*and mandates*

*the coordinator to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.*

By signing this Accession Form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and conditions it sets out.

**SIGNATURE**

For the beneficiary/new beneficiary/new coordinator

Stefano Ranucci with ECAS id n002vd23 signed in the Participant Portal on 14/10/2020 at 10:22:14 (transaction id Sigld-13159-FEGXso iDA21y15sChl9U9zyf9jGMOS81NES1aP6xREwb9wFztAilWSPRZRiMsH 0J1nzVI5zRScDQ9vS6DZTQMmO-yntOf97TTHq9KtEpzqIWbx-yZVeed KIztNnMzQNpV2lXvOUHOJAB2WFP6dPzkCC79VztGenu1GMrTtrVC0jl zyyBkXIK0dy7HdzMkn4higzVv7W). Timestamp by third party at 2020.10.14 11:22:23 CEST

## **ACCESSION FORM FOR BENEFICIARIES**

**UNIVERSITE D'ORLEANS (UORL)**, established in CHATEAU DE LA SOURCE, ORLEANS CEDEX 2 45067, France, VAT number: FR52194508552, ('the beneficiary'), represented for the purpose of signing this Accession Form by the undersigned,

**hereby agrees**

**to become beneficiary** No ('6')

**in Grant Agreement No** 101004096 ('the Grant Agreement')

**between** INSTITUTO POLITECNICO DO PORTO **and** the Education, Audiovisual and Culture Executive Agency ('the EU'), represented by the European Commission ('the Commission'),

**for the action entitled** Advanced Technology Higher Education Network Alliance (ATHENA).

*and mandates*

*the coordinator to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.*

By signing this Accession Form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and conditions it sets out.

SIGNATURE

For the beneficiary/new beneficiary/new coordinator

Ary BRUAND with ECAS id nbruaary signed in the Participant Portal on 29/09/2020 at 16:54:01 (transaction id Sigld-11073-bEcFo2OGb315rmtW6OzsvathCYWszhzqH2YzwWExGyV9zLzTzdk6d6PH5A2WE9wBStXBP3QEzPCzhTDwjniB0dzW-rS0vSrmBGYCI4XfzdnKHezW-7wHGO KtnqikJk4ENXbBju11om3PKurImHcOuMUR67sbXeqdZpVEzG4pLL79A0s7LEjviOufMuoqv7zzeZwrmASe). Timestamp by third party at 2020.09.29 17:54:16 CEST

## **ACCESSION FORM FOR BENEFICIARIES**

**VILNIAUS GEDIMINO TECHNIKOS UNIVERSITETAS (VGTU)**, established in SAULETEKIO AL 11, VILNIUS 10223, Lithuania, VAT number: LT119502413, ('the beneficiary'), represented for the purpose of signing this Accession Form by the undersigned,

**hereby agrees**

**to become beneficiary** No ('7')

**in Grant Agreement No** 101004096 ('the Grant Agreement')

**between** INSTITUTO POLITECNICO DO PORTO **and** the Education, Audiovisual and Culture Executive Agency ('the EU'), represented by the European Commission ('the Commission'),

**for the action entitled** Advanced Technology Higher Education Network Alliance (ATHENA).

*and mandates*

*the coordinator to submit and sign in its name and on its behalf any **amendments** to the Agreement, in accordance with Article 39.*

By signing this Accession Form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and conditions it sets out.

**SIGNATURE**

For the beneficiary/new beneficiary/new coordinator

Alfonsas Daniūnas with ECAS id n002cb9y signed in the Participant Portal on 29/09/2020 at 11:33:49 (transaction id SigId-5676-4FHCuUItD96WYkVUotiuu6FCYisi4eOZ6YOzwZcZRfTFeSL4ykftpbJofE33SWLjroEQGe0exq7lcbczal8AzS0-rS0vSrmBGYCl4XfzdnKHezW-vBsKqfzqWpufV1YxwrHCzsK0A1zczNZTy5xAJGMcbZGzzTzgdKGlcdNDhXrxuNhW1qIO40et5naLYXV5XpfxkPS). Timestamp by third party at 2020.09.29 13:34:08 CEST