

**ERASMUS+ PROGRAMME**  
**KA2 – CAPACITY BUILDING IN THE FIELD OF HIGHER EDUCATION**

**Partnership Agreement**

**Erasmus+ Capacity Building in Higher Education**

**598797-EPP-1-2018-1-EL-EPPKA2-CBHE-JP**

**Strengthening education, research and innovation for climate smart crops in India**

The present Partnership Agreement, hereinafter referred to as “the Partnership Agreement”, is made and entered into by and between,

**Agricultural University of Athens (AUA), Greece (P1)**

hereinafter referred to as the “**coordinator**”, represented for the purposes of signature of the Agreement by Prof. Stavros Zografakis, the legal representative as defined in the Grant Agreement 2018–3333/001-001,

and the following beneficiary:

- **University of Milano (UMIL), Italy (P2)**
- **Academy of Athens (AA), Greece (P3)**
- **Polytechnic University of Marche (UNIVPM), Italy (P4)**
- **Assam Agricultural University (AAU), India (P5)**
- **Tezpur University (TEZU), India (P6)**
- **International Crops Research Institute for Semi-Arid Tropics (ICRISAT), India (P7)**
- **University of Agricultural Sciences Dharwad (UASD), India (P8)**

hereinafter referred to as the “**beneficiary**”, represented for the purposes of signature of this Agreement by its legal representatives, according to the Mandate previously signed and attached to the Grant Agreement (here in Annex IV).

Where a provision applies without distinction to the "coordinator" and the "beneficiary", for the purpose of this Agreement they will be collectively referred to as the "beneficiaries".

The parties hereby have agreed as follows:

## **Article 1**

### **Subject of the Partnership Agreement**

- 1.1 This Agreement defines the terms that govern the relations between the parties, by establishing their rights and obligations, and lays down the rules of procedure for the work to be carried out in order to successfully implement the **598797-EPP-1-2018-1-EL-EPPKA2-CBHE-JP Strengthening education, research and innovation for climate smart crops in India (AdaptNET)** (hereinafter referred to as the “**project**”).
- 1.2 The coordinator and the beneficiary undertake to do everything in their power to carry out the work programme forming the subject of this Agreement, which falls within the framework of the **Grant Agreement 2018–3333/001-001**, concluded between the coordinator and the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as the "**Executive Agency**"), related to the above-mentioned project.
- 1.3 The subject matter of this Agreement and the related work programme are detailed in the annexes of the Grant Agreement. The respective Grant Agreement terms and conditions, related annexes and guidelines, shall form an integral part of the present Agreement, and take precedence over it (see Article 24 of the present Agreement for the list of annexes).
- 1.4 The coordinator and the beneficiary shall be bound by the terms and conditions of this Agreement, the Grant Agreement and any further amendments of the latter.

## **Article 2**

### **Duration**

- 2.1 This Agreement shall enter into force on the date the last party signs but shall have retroactive effect from the starting date of the eligibility period laid down in the Grant Agreement.
- 2.2 **The action and the period of eligibility of costs shall begin on 15-11-2018 (“the starting date of the action”) and shall end on 14-11-2021 (“the closing date of the action”).**
- 2.3 The period of eligibility of the activities and the costs shall be in accordance to the dispositions of the Grant Agreement or any subsequent amendments of it.
- 2.4 The present Agreement shall remain in force until the coordinator has been discharged in full of his obligations arising from the Grant Agreement signed with the Executive Agency.

## **Article 3**

### **Project Management and Organizational Structure**

All partners play an essential role in the project. The organizational structure of the AdaptNET project is:

- **Management Committee (MC):** This consortium board, with one representative of each partner University, is responsible for all decisions concerning the implementation and organization of program. Each member has a single vote. In cases of ties in decision-making the Coordinator’s representative vote counts as double.
- **Project Representatives:** Each beneficiary/partner of the partnership (AdaptNET) has nominated an official representative to represent the partner at all necessary project meetings, as well as to serve as a project contact for the Coordinator and co-Coordinator (Prof. Bidyut Sharmah [Assam Agricultural University, India]). The project representatives (participated in proposal writing) will be as follows:
  - P1. Agricultural University of Athens (EL) - Prof. Andreas Voloudakis
  - P2. University of Milan (IT) - Prof. Carlo Pozzi

- P3. Academy of Athens (EL) - Prof. Christos Zerefos
- P4. Polytechnic University of Marche (IT) - Prof. Roberto Papa
- P5. Assam Agricultural University (IN) - Prof. Bidyut Sarmah
- P6. Tezpur University (IN) - Prof. Debendra Baruah
- P7. International Crops Research Institute for Semi-Arid Tropics (IN) - Dr. Rajeev Varshney
- P8. University of Agricultural Sciences Dharwad (IN) - Prof. I.S. Katageri

- *Selection Committee (SC)*: All four Indian partners (P5-P8) and beneficiary/partner P4 (or its delegate, selected among European Partners) of AdaptNET will take part in the SC. The SC will evaluate the applications received and will be responsible for the final selection of Grantees within AdaptNET. Each member has a single vote. In cases of ties in decision-making the co-Coordinator's vote counts as double.
- *Quality Assurance Committee (QAC)*: This committee will be responsible for developing all necessary statistics and reporting forms, which will be distributed to partners to fill out and return within set deadlines. The head of this committee will be Prof. Debendra Baruah (Tezpur University, India). The other members will be the co-coordinator, the coordinator and two colleagues -to be identified- as an external members. Honoraria will be given to the external members. The co-coordinator will gather this data prior of the midterm and final report.
- The legal independence of the Beneficiaries remains unaffected by this Agreement. Each Beneficiary to this Agreement is an independent entity and neither is an agent, joint venture, or legal partner of the other. The Beneficiaries agree and acknowledge that neither owes any fiduciary duties to the other. Neither of the Beneficiary is authorized to make legally binding statements or legal/financial commitment for any other Beneficiary or to create or impose any contractual or other liability on the other Beneficiary and all will act exclusively in their own name and on their own account in execution of their responsibilities under this Agreement.

#### **Article 4**

##### **Obligations and responsibilities**

#### 4.1 General obligations and role of the beneficiaries (including the coordinator).

The beneficiaries:

- (a) Are jointly responsible for carrying out the activities attributed to them, and shall conduct the work in accordance with the work programme and schedule set forth in the Grant Agreement and approved application, working to the best of their abilities to achieve the defined results and taking full responsibility for their work in accordance with accepted professional principles;
- (b) Undertake to comply with all the provisions of the Grant Agreement and its annexes, with all the provisions of this Agreement, as well as with EU and national legislation;
- (c) Are jointly responsible for complying with any legal obligations incumbent on them jointly or individually as a result of the performance of the project up to the amount that shall not exceed the value of the beneficiary's share of the grant in question;
- (d) Shall provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the work programme;
- (e) Shall be responsible for the sound financial management and cost efficiency of the funds allocated to the project.

#### 4.2 Specific obligations and role of the coordinator.

The coordinator undertakes to:

- (a) Be responsible for the overall coordination, management and implementation of the project in accordance with the Grant Agreement;
- (b) Be the intermediary for all communication between the beneficiaries and the Executive Agency and inform the beneficiaries of any relevant communication exchanged with the Executive Agency. Any claims that the Executive Agency might have in respect of the Grant Agreement

shall be addressed to, and answered by, the coordinator, save when specifically stated otherwise in the Grant Agreement;

- (c) Inform the beneficiaries of any changes connected to the project or to the Grant Agreement, or of any event likely to substantially affect the implementation of the action;
- (d) Be responsible for supplying all documents and information to the Executive Agency which may be required under the Grant Agreement, in particular in relation to the requests for payment;
- (e) As the sole recipient of payments on behalf of all beneficiaries, transfer funds to the beneficiaries without unjustified delay and in accordance with the dispositions for payments laid down in Articles 5 and 6 of this Agreement;
- (f) Manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Agreement;
- (g) Comply with all reporting requirements *vis-à-vis* the Executive Agency, as per the dispositions of Article I.4 of the Grant Agreement. The coordinator shall not delegate any part of this task to any party;
- (h) Be responsible, in the event of audits, checks or evaluations, as described in Article II.27 of the Grant Agreement, for providing all the necessary documents or information (also information in electronic format), including the accounts of the co-beneficiaries, the accounting documents and signed copies of sub-contracts if applicable;
- (i) Establish payment requests on behalf of the beneficiaries, as per the dispositions of Article I.4 of the Grant Agreement;
- (j) Provide one copy of this Agreement duly signed to each beneficiary and to the Executive Agency within 6 months of the signature of the Grant Agreement;
- (k) Provide the beneficiaries with official documents related to the project, such as the signed Grant Agreement and its annexes, the Guidelines for the Use of the Grant, the various reports templates and any other relevant document concerning the project;
- (l) Transmit to the beneficiaries copies of all reports submitted to the Executive Agency, as well as copies of any feedback letters received from the Agency following report assessment and field monitoring visits;
- (m) Notify and provide the beneficiary with any amendment made to the Grant Agreement concluded with the Executive Agency;
- (n) Define in conjunction with the beneficiary the role and rights and obligations of the two parties;
- (o) Comply with all the provisions of the Grant Agreement binding the Coordinator to the Executive Agency;
- (p) Manage the project in within its timelines, as described by Annex II, or implement the changes to the timeline requested by the partners.

#### 4.3 Specific obligations and role of the beneficiary (excluding the coordinator).

The beneficiary undertakes to:

- (a) Ensure adequate communication with the coordinator and with the other beneficiaries;
- (b) Support the coordinator in fulfilling its tasks according to the Grant Agreement;
- (c) Comply with all the provisions of the Grant Agreement binding the coordinator to the Executive Agency and with the rules of the call;
- (d) Submit in due time to the coordinator all relevant data needed to draw up the reports, financial statements and any other documents provided for in the Grant Agreement, as well as all necessary documents in the events of audits, checks or evaluations;
- (e) Provide the coordinator with any other information or documents it may require and which are necessary for the management of the project. Any such information or document shall be in the English language;
- (f) Ensure that all information to be provided to the Executive Agency is sent via the coordinator, save where the Grant Agreement specifically stipulates otherwise;
- (g) Notify the coordinator of any event likely to substantially affect or delay the implementation of the action, as well as of any important deviation of the project (e.g. replacement of the project contact person, changes in partner's budget, deviations from work plan etc.);

- (h) Inform the coordinator of any change in its legal, financial, technical, organisational or ownership situation, of any change in its name, address or legal representative and of any modification of its individual budget;
- (i) Complete the activities in within the project's work packages according to the timelines specified in Annex II. Shall changes be necessary, their approval will have to be requested to the Coordinator in writing.

## **Article 5**

### **Financing the action**

- 5.1 The maximum Erasmus+ grant contribution to the project for the contractual period covered by the Grant Agreement amounts to EUR 840,302.25 and shall take the form as stipulated in Annex I and III of the Grant Agreement.
- 5.2 The Erasmus+ grant contribution is awarded to the partnership under the form of:
- a "*reimbursement of actual costs*" for Equipment and Subcontracting costs
  - a "*unit contribution*" to the costs incurred for Staff costs, Travel costs and costs of Stay
- 5.3 The grant contribution to the project is intended to cover only part of the costs actually incurred by the beneficiaries in carrying out the activities foreseen. The beneficiaries [and, where applicable, other external sponsors] commit to provide additional resources to the project so as to ensure its full implementation in accordance with the Grant Agreement.
- 5.4 Full details of the estimated budget breakdown per funding source, beneficiary and budget category is given in Annex I and III of this Agreement.

## **Article 6**

### **Payment arrangements**

- 6.1 The coordinator will transfer the part of the Erasmus+ grant contribution corresponding to the beneficiary using the bank account as per the details below:

<b>Agricultural University of Athens</b>	
Name of Bank	National Bank of Greece
Address of branch	86 Aiolou Str., 10232 Athens, Greece
Name and address of account holder	Agricultural University of Athens - Research Committee, 75 Iera Odos, 11855 Athens, Greece
Full account number (including bank codes)	040/015842-93
IBAN	GR2301100400000004001584293
SWIFT Code	ETHNGRAA
<b>University of Milano</b>	
Name of Bank	Intesa Sanpaolo SpA
Address of branch	Via Verdi 8, Milano 20121, Italy
Name and address of account holder	Universita degli studi di Milano Via Festa del Perdono 7
Full account number (including bank codes)	4639/71
IBAN	IT97G0306909400000000463971
SWIFT Code	BCITITMMXXX
<b>Academy of Athens</b>	
Name of Bank	National Bank of Greece

Address of branch	86 Aioulou Str., 10232 Athens, Greece
Name and address of account holder	Academy of Athens-Research Committee, Panepistimiou 28, 10679 Athens, Greece
Full account number (including bank codes)	040/016882-35
IBAN	GR9001100400000004001688235
SWIFT Code	ETHNGRAA
<b>Polytechnic University of Marche</b>	
Name of Bank	UNICREDIT S.p.A
Address of branch	Filiale di Tavernelle – Via Tavernelle 93B, 60128 Ancona
Name and address of account holder	Dipartimento di Scienze Agrarie, Alimentari ed Ambientali (D3A) – Università Politecnica delle Marche Via Brecce Bianche, 60131 Ancona, Italy
Full account number (including bank codes)	000040032480
IBAN	IT26L0200802627000040032480
SWIFT Code	UNCRITM1Q22
<b>Assam Agricultural University</b>	
Name of Bank	State Bank of India
Address of branch	AAU Campus Jorhat 785013
Name and address of account holder	Comptroller AAU Jorhat
Full account number (including bank codes)	10253820769
IFSC	SBIN0002003
SWIFT Code	SBININBB159
<b>Tezpur University</b>	
Name of Bank	State Bank of India
Address of branch	Main Branch, Tezpur, Lake Road, Tezpur, Sonitpur, Assam 784001
Name and address of account holder	Registrar, Tezpur University Tezpur University, Napaam, Tezpur, Assam 784028
Full account number (including bank codes)	30448821505
IFSC	SBIN0000195
SWIFT Code	SBININBB159
MICR Code	784002002
PAN	AAAJT2654F
<b>International Crops Research Institute for Semi-Arid Tropics</b>	
Name of Bank	Citibank, N.A.
Address of branch	Begumpet, Hyderabad - 500 003 India
Name and address of account holder	ICRISAT
Full account number (including bank codes)	37036056
SWIFT Code	CITIINBX
<b>Intermediary Bank</b>	
Account #	0023898004
SWIFT Code	CITIE2X
<b>University of Agricultural Sciences Dharwad</b>	
Name of Bank	State Bank of India
Address of branch	UAS, Campus Branch Dharwad 580005

	(Karnataka)
Name and address of account holder	Comptroller UAS, Dharwad University Agricultural Science, Krishi nagar Dharwad 580005
Full account number (including bank codes)	10025445154
IFSC	SBIN0003151
SWIFT Code	SBININBB159
MICR Code	580002304

- 6.2 The transfer of the Erasmus+ grant contribution to the beneficiary will be implemented in accordance with the following timetable and procedure:

*Payment(s) in advance*

The budget of the project will be distributed to beneficiaries/partners in instalments amounting between EUR 10,000 and 25,000 each. Receipt of each instalment should be confirmed by the receiving beneficiary/partner prior of transferring the next instalment. The instalments will be defined based on the activities/deliverables described by partners in the project and its amendments and upon a written request made by the beneficiary/partner to the project coordinator. The beneficiary/partner will be responsible for reimbursing all the individuals participating in activity(ies) of the program. Further instalments will be provided based on activities/deliverables completion, when at least 70% of the activities/deliverables will be reached in a measurable way. The activities/deliverables completion will be approved by the Management committee of AdaptNET. Statements will be accompanied by proofs of expenditure (invoices, tickets, boarding passes, time-sheets, etc; scanned copies will be accepted, while hardcopies will be provided upon request by the Executive Agency). All the above documents will be in the English language.

With the exception of the amount paid by the coordinator from the Grant Agreement 2018-3333/001-001 for the organization of the kick-off meeting, participation in the Cluster meeting and Grant Holders meeting, and the costs for the design, development and maintenance of AdaptNET's webpage, the remaining amount will be transferred based on the activities, request as mentioned above.

- 6.3 Beneficiaries are obliged to use the Erasmus+ grant contribution exclusively for the purposes defined by the project, and in accordance with the terms and provisions of the present Agreement and the Grant Agreement and its annexes. Erasmus+ grant amounts received in advance and not used by the beneficiaries will be reimbursed to the coordinator at the latest 30 days after the end of the project's contractual period.
- 6.4 The final financial contribution shall depend on the evaluation of the quality of the results of the project pursuant to the rules laid down in Grant Agreement Number 2018–3333/001-001 and its Annexes, and in the Erasmus+ Programme Guidelines for the use of the Grant (Annex IV) of this present Partnership Agreement). If the action is not implemented or is implemented poorly, partially or late, the Executive Agency may reduce the grant initially provided for in line with the actual implementation of the action on the terms laid down in the Grant Agreement. The financial contribution shall, under no circumstances, give rise to a profit as stated at art. II.25.3 of the Grant Agreement (Annex I).
- 6.5 On the basis of the amount of the final payment determined in this way and of the aggregate amount of the payments already made under the terms of the Grant Agreement, the Executive Agency shall set the amount of the payment of the balance as being the amount still owing to the beneficiaries. Where the aggregate amount of the payments already made exceeds the amount of the final grant, the Executive Agency shall issue a recovery order for the surplus.
- 6.6 Should the evaluation of the quality of the project's outcomes result in a reduction of the grant due to the beneficiary, the beneficiary shall receive a reduced final grant. Whenever the aggregate amount of the payments already made exceeds the amount of the final grant due to the beneficiary, the beneficiary shall reimburse, without delay, the coordinator the exceeding

amounts received, hence enabling the coordinator to comply with the Executive Agency's recovery order.

6.7 The costs of financial transfers shall be borne by the respective partner.

## **Article 7**

### **Application procedure and Selection process**

- 7.1. AdaptNET will select 30 Indian citizens as trainees of the workshops organized within AdaptNET and 16 Indian citizens (likely to be PhD students) that will spend a three-month stay in EU labs.
- 7.2. Students (doctoral and post-doctoral level) and staff (academic) interested in participating in the mobility scheme of AdaptNET will apply for the positions available in AdaptNET according to the application submission deadline announced on the AdaptNET portal (<http://www.AdaptNET.aua.gr>) when available. Prof. Bidyut Sharmah (AAU) will be responsible for the compliance of the application procedure to national and local rules. Prof B. Sharmah and Prof Basanta Kumar Borah (AAU) will be responsible for collecting the application material submitted by the candidates and delivering the material to the Selection Committee of AdaptNET for evaluation. Each application will be identified by an ID number, reporting the ([Date of Submission].[Home Institution].[#application]), that will be sent to the candidate along with the notification of reception of its application and for use in any future communications.
- 7.3. Selected candidates will be notified of the Selection committee's decision within 30 days upon the end of the submission period. The non-selected applicants will be allowed to submit an appeal for the rejection within two weeks post decision-making date.

## **Article 8**

### **Reporting**

- 8.1 The coordinator is responsible for submitting in due time to the Executive Agency all reports and financial statements as required by the Grant Agreement. For this purpose, and in a timely manner, the beneficiaries commit to provide the coordinator with all necessary information and, if applicable, copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement.
- 8.2 The coordinator shall provide the beneficiaries with the appropriate reporting forms for the declaration of expenses/activities and the respective instructions for their completion. These reports must be drawn up in EURO.
- 8.3 The beneficiaries shall keep a record of any expenditure/activity incurred under the project and all proofs and related documents (i.e. boarding passes, etc.) for a period of 5 years after the payment of the final balance under the Grant Agreement. The coordinator will check for expense eligibility and the AdaptNET Management Committee will reject any item, which cannot be justified in accordance with the rules set out by the Executive Agency in the Grant Agreement and in the Guidelines for the Use of the Grant.  
Should the coordinator be in charge of certain activities, the beneficiary commits to answer by return mail any request of invoices and supporting documents made by the coordinator.

## **Article 9**

### **Budgetary and financial management**

- 9.1 The Erasmus+ grant contribution to the project's staff costs, travel costs and costs of stay will be calculated on the basis of "unit contributions" whose individual amounts are specified in the

Erasmus+ Programme Guide, in the Guidelines for the Use of the Grant and in the Guidelines for the Special Mobility Strand (when applicable).

- 9.2 For the implementation of the project and the beneficiary's reimbursement of costs incurred in terms of staff, travel and costs of stay, the partnership will apply the unit costs amounts defined in the Erasmus+ Programme Guide and in the Guidelines for the Use of the Grant. Staff costs for internal and external members to the project (subcontracting) will be remunerated based on the same fares, specified in the budget.
- 9.3 The Erasmus+ grant contribution to the project's equipment and subcontracting costs will be based on the justification of the costs actually incurred. This justification will take the form of the supporting documentation specified in the relevant section of the Guidelines for the Use of the Grant.
- 9.4 The beneficiaries confirm that they respect the social and labour legislation of their country regarding the costs of staff contributing to the project.
- 9.5 Each beneficiary is responsible for ensuring adequate insurance arrangements for their staff and students while participating in project activities. Efforts will be taken in order to realize the most suitable way for covering the insurance expenses; the respective budget for insurance expenses should come from the sending institution.
- 9.6 It is agreed that, in order to guarantee an efficient use of the grant, the project budget is to be redistributed according to Annex III.
- 9.7 Changes to the budget shall be requested to the coordinator in writing and shall not occur prior to the authorization.

#### **Article 10** **General administrative provisions**

- 10.1 Any important project related communication between the parties should be done in writing and addressed to the appointed project manager of the beneficiary, as per the details below:

For the coordinator:

Agricultural University of Athens	Prof. Andreas Voloudakis
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For the beneficiary:

University of Milano	Prof. Carlo Pozzi
Academy of Athens	Prof. Christos Zerefos
Polytechnic University of Marche	Prof. Roberto Papa
Assam Agricultural University	Prof. Bidyut Sarmah
Tezpur University	Prof. Debendra Baruah
International Crops Research Institute for Semi-Arid Tropics	Dr. Rajeev Varshney
University of Agricultural Sciences Dharwad	Prof. I.S. Katageri

- 10.2 Any changes to the above information should be communicated in a timely manner.

#### **Article 11** **Checks and Audits**

- 11.1 The beneficiary shall provide without delay the coordinator with any information that the latter may request from him concerning the carrying out of the work programme covered by this Partnership Agreement.
- 11.2 The beneficiary shall make available to the coordinator any document making it possible to check that the aforementioned work programme is being or has been carried out.
- 11.3 In the event of financial and/or operational auditing by the Executive Agency and/or the Commission, or any other duly authorised person, the beneficiary shall co-operate with the coordinator such that the latter has all the necessary information or, should the occasion arise, with any documentary or on-the-spot control and this for the whole contractual period and during the 5 years following the date of completion of the Grant Agreement.

#### **Article 12 Promotion and visibility**

- 12.1 The coordinator and the beneficiaries shall ensure adequate promotion of the project and commit to playing an active role in any actions organised to capitalise on, exploit/disseminate the results of the project.
- 12.2 Any notice or publication by the project, including at a conference or a seminar, must specify that the project is being co-financed by EU funds within the framework of the Erasmus+ Programme, and must comply with the visibility rules laid down in Articles I.10.8 and I.10.9 of the Grant Agreement, as well as in section 1.6 of the Guidelines for the Use of the Grant.

#### **Article 13 Confidentiality and data protection**

- 13.1 The coordinator and the beneficiary as well as all other beneficiaries undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the Agreement that is duly classed as confidential, if disclosure could cause prejudice to the other parties. The parties shall remain bound by this obligation beyond the closing date of the action.
- 13.2 All personal data contained in or relating to this Agreement shall be processed in accordance with the dispositions of Article II.6 of the Grant Agreement.

#### **Article 14 Ownership and property rights**

- 14.1 The ownership of all project results, including copyrights and intellectual property rights, as well as all reports and other documentation resulting from the action, shall be vested in the beneficiaries, in compliance with Article II.8 of the Grant Agreement. A supplementary specific agreement on the legal protection of the aforementioned results shall be concluded between the beneficiaries.

#### **Article 15 Liability**

- 15.1 Each of the contracting parties discharges the other of any civil liability for any damages suffered by itself or its staff/students as a result of the performance of this Agreement, insofar as

such damages are not due to serious or intentional negligence or fault of the other party or its staff/students.

- 15.2 Each Beneficiary to this Agreement shall be liable for damage resulting from the performance or non-performance of its work. Each Beneficiary shall be liable for any damages caused by or to its own personnel. Neither Beneficiary shall have any responsibility for the hiring, firing or compensation of the other Beneficiary's employees or for any employee benefits. Each employer shall perform its own formalities. Each Beneficiary shall remain fully responsible for the performance of any part of its work and its obligations towards any subcontractor or any other third party.

#### **Article 16 Conflict of interest**

- 16.1 The coordinator and beneficiaries must undertake all necessary precautions to prevent any risk of conflicts of interest that could affect their impartial and objective performance of the Agreement. Such conflict of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.
- 16.2 Any situation constituting or likely to lead to any such conflict should be brought to the attention of the coordinator without delay, and the beneficiary in cause shall undertake all necessary measures to rectify this situation at once.
- 16.3 The coordinator will decide if it is deemed necessary to inform the Executive Agency as provided for in Article II.4 of the Grant Agreement.

#### **Article 17 Working languages**

- 17.1 The working language of the partnership shall be English.
- 17.2 Both parties commit in allocating to the project staff with enough knowledge of the working language, allowing a smooth communication and understanding of the matters discussed.

#### **Article 18 Conflict resolution**

- 18.1 In case of conflict between the project partners resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, the parties involved shall make the effort to come to an amicable arrangement rapidly and in the spirit of good cooperation.
- 18.2 Disputes should be addressed in writing to the project Management Committee that will try to mediate in order to resolve the conflict.

#### **Article 19 Applicable law and jurisdiction**

- 19.1 This Agreement is governed by the Greek law, being the law of the coordinator's country.

- 19.2 In case of any disputes on matters under this Agreement, which cannot be resolved by an amicable settlement, the matter shall have to be decided in accordance with the jurisdiction of the coordinator's country.
- 19.3 If any provision of this Agreement or the application of any such provision shall be considered invalid or unenforceable in whole or in part for legal requirements, all other stipulations remain valid and binding to both parties.
- 19.4 If any provision in this Agreement should be wholly or partly ineffective, the parties to this Agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.
- 19.5 This Agreement is concluded in English. In the event of translation of this Agreement and its annexes, the English version shall prevail.
- 19.6 It is understood and agreed that the provisions of this paragraph shall not constitute nor imply the waiver by any privileges and immunities granted to Beneficiaries under the law.

## **Article 20**

### **Termination of the Agreement**

- 20.1 The Beneficiary shall immediately notify the coordinator, supplying all relevant information, of any event likely to prejudice the performance of this Partnership Agreement.
- 20.2 In the event that the Beneficiary fails to perform any obligations under this Partnership Agreement or under Grant Agreement Number 2018-3333/001-001 and does not remedy such failure within 15 days after having received a notice in writing from the coordinator specifying the failure and requiring such remedy, then without prejudice to any other rights or remedies, the coordinator shall be entitled to request the Executive Agency to terminate the participation of the beneficiary.
- 20.3 In the event of termination, payments by the coordinator within this Partnership Agreement shall be limited to the eligible costs actually incurred by the beneficiary up to the date when termination takes effect. Costs relating to current commitments that are not due to be executed until after termination shall not be taken into account.

## **Article 21**

### **Financial Penalties**

- 21.1 By virtue of the Financial Regulation applicable to the General Budget of the European Union, should the Beneficiary be declared to be in grave breach of its obligations under the Grant Agreement may be subject to financial penalties of between 2% and 10% of the value of its share of the grant in question, with due regard for the principle of proportionality (Article II.17 of the Grant Agreement).
- 21.2 In this event, the beneficiary shall be notified in writing of any decision by the Executive Agency to apply such financial penalties.

## **Article 22**

### ***Force Majeure***

- 22.1 If either party face a case of force majeure (as per defined in article II.14 of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.
- 22.2 Neither of the parties shall be deemed in breach of its obligations if it has been prevented from performing its tasks due to force majeure. The parties shall take all necessary measures to minimise possible damage to successful project implementation.

### **Article 23 Amendments**

- 23.1 Any amendments to this Agreement must be made in writing by means of a Supplementary Agreement, and become effective when signed by the authorised legal representatives of both parties. No oral agreement may bind the parties to this effect.
- 23.2 The amendment may not have the purpose or the effect of making changes, which might call into question the dispositions of the Grant Agreement.

### **Article 24 Annexes**

Annex I - Grant Agreement

Annex II - AdaptNET Gantt diagram

Annex III - AdaptNET approved budget

Annex IV - Programme Guide (version 2018) [https://eacea.ec.europa.eu/sites/eacea-site/files/750MB/programme\\_guide\\_version\\_1\\_2018.pdf](https://eacea.ec.europa.eu/sites/eacea-site/files/750MB/programme_guide_version_1_2018.pdf)

Annex V - Distribution of funds allocated to each Beneficiary.

Anything which is not mentioned in this Partnership Agreement will be regulated by Grant Agreement Number 2018-3333/001-001 and all Annexes (I-IV) to this Partnership Agreement.

We, the undersigned, declare to have read and accepted the terms and conditions of this Agreement as described here before, including the annexes thereto.

**For the Coordinator**  
*Agricultural University of Athens, Greece*  
The legal representative  
Stavros Zografakis



Signature and stamp  
Done in Athens

Date [DD/MM/YYYY]  
13/05/2019

We, the undersigned, declare to have read and accepted the terms and conditions of this Agreement as described here before, including the annexes thereto.

**For the Beneficiary**  
*Università degli Studi di Milano, Italy*  
The legal representative  
Elio Franzini



Signature and stamp  
Done in Milano

Date **13 MAR 2019**



We, the undersigned, declare to have read and accepted the terms and conditions of this Agreement as described here before, including the annexes thereto.

**For the Beneficiary**

*Academy of Athens, Greece*

The legal representative  
Stephanos Imellos



Signature and stamp  
Done in Athens

Date 13/05/2019




We, the undersigned, declare to have read and accepted the terms and conditions of this Agreement as described here before, including the annexes thereto.

**For the Beneficiary**  
*Polytechnic University of Marche, Italy*  
The legal representative  
Sauro Longhi

Signature and stamp  
Done in Ancona

Date [DD/MM/YYYY] 10 MAG. 2019



We, the undersigned, declare to have read and accepted the terms and conditions of this Agreement as described here before, including the annexes thereto.

**For the Beneficiary**  
***Assam Agricultural University, India***  
The legal representative  
Arpan Kumar Saikia, Registrar



Signature and stamp  
Done in Jorhat **Registrar**  
**AAU, Jorhat-13**

Date [09/05/2019]

We, the undersigned, declare to have read and accepted the terms and conditions of this Agreement as described here before, including the annexes thereto.

**For the Beneficiary**

*Tezpur University, India*

The legal representative

Debendra Chandra Baruah

*Debendra Chandra Baruah*

Signature and stamp

Done in Tezpur

*Professor  
Department of Energy  
Tezpur University*

Date [08/05/2019]

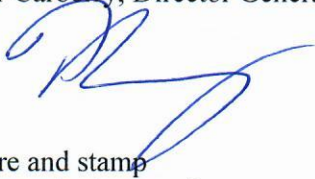
We, the undersigned, declare to have read and accepted the terms and conditions of this Agreement as described here before, including the annexes thereto.

**For the Beneficiary**

***International Crops Research Institute for Semi-Arid Tropics, India***

The legal representative

Dr Peter Carberry, Director General



Signature and stamp

Done in Hyderabad, India



Date:

14/5/19

We, the undersigned, declare to have read and accepted the terms and conditions of this Agreement as described here before, including the annexes thereto.

**For the Beneficiary**  
*University of Agricultural Sciences Dharwad, India*

The legal representative  
[Name]

*I. S. Katagori*  


**Associate Director of Research**  
**Regional Agril. Research Station.**

Signature and stamp  
Done in [City name]

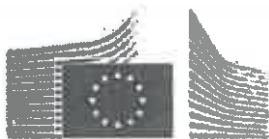
**VIJAYAPUR-586 101**

Date [DD/MM/YYYY]

*13/05/2019*

# **ANNEX I**

## Grant Agreement



**Education, Audiovisual and Culture Executive Agency**

**Erasmus+: Higher Education - International Capacity Building**

**GRANT AGREEMENT FOR AN ACTION WITH MULTIPLE BENEFICIARIES**

**Mixed financing (reimbursement based on percentage of eligible costs and lump sum(s) and/or unit contribution(s))**

**AGREEMENT NUMBER – 2018 - 3333 / 001 - 001**

**Project reference number - 598797-EPP-1-2018-1-EL-EPPKA2-CBHE-JP**

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

on the one part,

**and**

**AGRICULTURAL UNIVERSITY OF ATHENS**

Iera Odos 75  
GR- 11855 ATHENS

hereinafter referred to as “the coordinator”, represented for the purposes of signature of this Agreement by **STAVROS ZOGRAFAKIS**

and the beneficiaries listed in Annex IV duly represented by the coordinator by virtue of the mandates included in Annex IV for the signature of this Agreement, hereinafter referred to collectively as “the beneficiaries”, and individually as “beneficiary” for the purposes of this Agreement where a provision applies without distinction between the coordinator or another beneficiary,

on the other part,

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

A handwritten signature in blue ink, consisting of a large, loopy initial followed by a shorter stroke.

**HAVE AGREED**

to the Special Conditions (hereinafter referred to as "the Special Conditions") and the following Annexes:

- Annex I** Description of the action
- Annex II** General Conditions (hereinafter referred to as "the General Conditions")
- Annex III** Estimated budget of the action
- Annex IV** List of beneficiaries (and affiliated entities if applicable) and Mandates provided to the coordinator by the other beneficiaries
- Annex V** Model Technical report
- Annex VI** Model Financial statement
- Annex VII** Guidance notes – Report of Factual Findings on the Final Financial Report – Type II
- Annex VIII** Model terms of reference for the operational verification report: not applicable

which form an integral part of this Agreement, hereinafter referred to as "the Agreement".

The terms set out in the Special Conditions shall take precedence over those set out in the Annexes.

The terms of Annex II "General Conditions" shall take precedence over the other Annexes.



## SPECIAL CONDITIONS

### ARTICLE I.1 – SUBJECT MATTER OF THE AGREEMENT

A European Union grant is awarded, under the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Agreement, for the action entitled **Strengthening education, research and innovation for climate smart crops in India** ("the action") as described in Annex I.

With the signature of the Agreement, the beneficiaries accept the grant and agree to implement the action, acting on their own responsibility.

### ARTICLE I.2 – ENTRY INTO FORCE OF THE AGREEMENT AND DURATION OF THE ACTION

**I.2.1** The Agreement shall enter into force on the date on which the last party signs.

**I.2.2** The action shall run for **36 months** as of **15-11-2018** ("the starting date of the action") and shall end on **14-11-2021**.

### ARTICLE I.3 - MAXIMUM AMOUNT AND FORM OF THE GRANT

The grant shall be of a **maximum amount of EUR 840.302,25** and shall take the form of:

- (a) The reimbursement of 100 % of the eligible costs of the action ("reimbursement of eligible costs"), which are:**
  - (i) actually incurred ("reimbursement of actual costs") for the following categories of costs indicated in Annex III: Equipment costs, Costs for Subcontracting and Exceptional costs**
  - (ii) reimbursement of unit costs: not applicable**
  - (iii) reimbursement of lump sum costs: not applicable**
  - (iv) declared on the basis of a flat-rate of 7 % of the eligible direct costs ("reimbursement of flat rate costs") to cover the indirect costs: not applicable**
- (b) A unit contribution to cover the following categories of eligible costs indicated in Annex III: Staff Costs, Travel Costs and Costs of Stay**
- (c) Lump sum[s] contribution: not applicable**
- (d) Flat-rate contribution: not applicable.**

### ARTICLE I.4 – ADDITIONAL PROVISIONS ON REPORTING, PAYMENTS AND PAYMENT ARRANGEMENTS

#### I.4.1 Reporting periods, payments and additional supporting documents

In addition to the provisions set out in Articles II.23 and II.24, the following reporting and payment arrangements shall apply:

- Upon entry into force of the Agreement, a pre-financing payment of 50 % of the maximum amount specified in Article I.3 shall be paid to the coordinator.

#### **Progress report on implementation of the action**

- By way of derogation from Article II.23.1 paragraph 3, a "progress report on implementation of the action" as specified in Annex V shall be submitted at the latest half way through the eligibility period set out in Article I.2.2.

#### **Further pre-financing payment**

- By way of derogation from Article II.23.1 paragraph 3, a second pre-financing payment of 40 % of the maximum amount specified in Article I.3 shall be paid to the coordinator, subject to the following conditions:
  - o having used at least 70 % of the previous pre-financing instalment paid;
  - o the receipt of the "Statement on the use of the previous pre-financing instalment", as specified in Annex VI, and the Request for payment;
  - o the receipt of the above-mentioned "progress report on implementation of the action" as specified in Annex V.

#### **Payment of the balance**

- Sole reporting period from 15-11-2018 to the end of the period set out in Article I.2.2.: the balance shall be paid to the coordinator, in accordance with Article II.23.2 (a) to (c) and all other accompanying documents mentioned under the section "Other supporting documents" of this Article.

#### **Other supporting documents**

The request for payment of the balance shall be accompanied by a certificate on the financial statements and underlying accounts ("Report of Factual Findings on the Final Financial Report – Type II") as set out in Annex VII. By way of derogation from Article II.23.2 (d) of the General Conditions, this certificate has to be provided in all cases regardless the amount indicated as total contribution in the form of reimbursement of actual costs as referred to in Article I.3.

#### **I.4.2 Time limit for payments**

The time limit for the Agency to make the payment of the balance is 60 days.

#### **I.4.3 Language of requests for payments, technical reports and financial statements**

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

## **ARTICLE 1.5 – BANK ACCOUNT FOR PAYMENTS**

All payments shall be made to the coordinator's bank account, denominated in euro<sup>1</sup>, as indicated below:

Name of bank: **NATIONAL BANK OF GREECE S.A.**

Address of branch: **AILOU STREET 86,**

**GR - ATHENS**

Precise denomination of the account holder: **AGRICULTURAL UNIVERSITY OF ATHENS  
RESEARCH COMMITTEE ADAPNET**

Full account number (including bank codes): **IBAN\_ONLY**

IBAN code: **GR2301100400000004001584293**

## **ARTICLE 1.6 - DATA CONTROLLER AND COMMUNICATION DETAILS OF THE PARTIES**

### **1.6.1 Data controller**

The entity acting as a data controller according to Article II.6 shall be the person who is representing the Agency for the purposes of the signature of this Agreement.

### **1.6.2 Communication details of the Agency**

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

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

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

### **1.6.3 Communication details of the beneficiaries**

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

ANDREAS VOLOUDAKIS  
AGRICULTURAL UNIVERSITY OF ATHENS  
Iera Odos 75  
GR - 11855 ATHENS

<sup>1</sup> Except in the case of bank accounts in countries that do not accept euro transactions.



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**ARTICLE I.7 – ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)**

In addition to the provisions of Article II.8 of the General Conditions, if the beneficiaries produce materials under the scope of the project, such materials must be made available for the public, in digital form, freely accessible through the Internet under open licenses.

The beneficiaries must also warrant that the Agency and the European Union has the rights to:

- communicate the results of the action by any other types of communication not specified in the General Conditions;
- edit or re-write in another way the results of the action, including shortening, summarising, modifying the content, correcting technical errors in the content;
- cut, insert meta-data, legends or other graphic, visual, audio or word elements in the results of the action;
- extract a part (e.g. audio or video files) of, divide into parts or compile the results of the action;
- prepare derivative works of the results of the action;
- translate, insert subtitles in, dub the results of the action in all official languages of EU;
- authorise or sub-licence the modes of exploitation set out above to third parties;

The Agency and the European Union shall have the rights of use specified in the General Conditions and set out above for the whole duration of the industrial or intellectual property rights concerned.

**ARTICLE I.8 – SPECIAL PROVISIONS ON BUDGET TRANSFERS**

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

**ARTICLE I.9 – SETTLEMENT OF DISPUTES WITH NON EU BENEFICIARIES**

By way of derogation from Article II.18.2, where a beneficiary is legally established in a country other than a Member State of the European Union (the 'non EU beneficiary'), the Agency and/or the Union and/or the non EU beneficiary may bring before the Courts of Brussels any dispute between the Agency and/or the Union and the non EU beneficiary concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably. In such case where one party (i.e. the Agency, the Union or the non EU beneficiary) has brought proceedings before the Courts of Brussels concerning the interpretation, application or validity of the Agreement, the other party may not bring a claim arising from the interpretation, application or validity of the Agreement in any other court than the Courts of Brussels already seized.

## ARTICLE I.10 – OTHER SPECIAL CONDITIONS

The following additional special conditions apply to this Agreement:

### I.10.1 Additional provisions on award of contracts and subcontracting

In addition to the provisions set out in Article II.9 and Article II.10 of the General Conditions, where the value of a contract awarded in accordance with those Articles is over EUR 25.000 and less than EUR 134.000, the beneficiaries shall launch a tendering procedure and obtain competitive offers from at least three suppliers and retain the one offering best value for money, observing the principles of transparency and equal treatment of potential contractors and taking care to avoid conflicts of interests. Where the value of a contract awarded in accordance with those Articles exceeds EUR 134.000, national legislation will be applicable.

The beneficiaries may not split the purchase of equipment into smaller contracts below the threshold. The co-ordinator must clearly document the tendering procedure and retain the documentation in particular for audit purposes in accordance with Article II.27 of the General Conditions.

### I.10.2 Special provisions on the conversion of costs incurred in another currency into euro

By way of derogation from Article II.23.4 of the General Conditions, any conversion into euro of actual costs incurred in other currencies shall be made by the beneficiary at the monthly accounting rate established by the Commission and published on its website

([http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/infoeuro/infoeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/infoeuro_en.cfm)) applicable:


1. on the month of the first pre-financing for all costs incurred until the second pre-financing is received and
2. on the month of the receipt of the second pre-financing for all costs incurred until the end of the project.

### I.10.3 Depreciation

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

### I.10.4 Ineligible costs

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

- equipment such as: furniture, motor vehicles of any kind, equipment for research and development purposes, telephones, mobile phones, alarm systems and anti-theft systems;
  - costs of premises (purchase, rent, heating, maintenance, repairs etc.).
  - costs linked to the purchase of real estate;
  - expenses for activities - and related travel - that are not carried out in the project beneficiaries' country (see Annex IV), unless listed as an eligible activity in the Guidelines for the Use of the Grant or explicit prior authorisation has been granted by the Agency;
  - depreciation costs (see Art.I.10.3).
- 

### **I.10.5 Partnership agreement**

Detailed implementation modalities covering the various financial, technical and legal aspects of the project must be agreed upon by the beneficiaries and formalised in a partnership agreement to be signed by all beneficiaries at the beginning of the project.

This partnership agreement should be consistent with the provisions as laid out in this Agreement. The Agency provides a template with core elements that might help to draw this partnership agreement.

A signed copy of this partnership agreement will have to be provided by e-mail to the Agency within 6 months of the signature of this Agreement. Where the beneficiaries have failed to submit this partnership agreement, the provisions set out in Article II.16.3.1 (c) of the General Conditions will apply.

### **I.10.6 Penalties in the case of poor, partial or late implementation**

For the purpose of poor, partial or late implementation as provided for in Article II.25.4 of the General Conditions, and in a total of maximum 100 points, the reduction of the grant will be of:

- 25% if the project scores at least 40 points and below 50 points;
- 35% if the project scores at least 30 and below 40 points;
- 55% if the project scores at least 20 and below 30 points;
- 75% if the project scores below 20 points.

### **I.10.7 Meetings**

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

### **I.10.8 Dissemination and exploitation of results**

Beneficiaries of grants under the Erasmus+ programme have the duty to ensure that the work undertaken within the framework of this Grant Agreement and the results accruing from it receive substantial visibility.

The co-ordinator must pay specific attention to the importance of dissemination, exploitation of results of the action and to their visibility at a transnational level.

In this respect, the coordinator must:

- create and maintain (at least during the project lifetime) a website for the action. The website must be kept up-to-date with at least: a description of the project, the contact details of the co-ordinator, the list of beneficiaries, mention of the European Union's financial support with the relevant logo (see Article I.10.9 below) and access to all results, as and when they become available.
- provide during the project lifetime the Agency and/or the Commission with the information requested in order to promote the Erasmus+ Programme and disseminate the results. This may include answering questionnaires and entering data into databases.

- update the project summary in accordance with the instructions provided in Annex V<sup>2</sup>.
- use the Erasmus+ Project Results Platform, on the website <http://ec.europa.eu/programmes/erasmus-plus/projects/> to disseminate and exploit project results and deliverables in accordance with the instructions provided therein. The approval of the final report will be subject to the upload of the project results/deliverables on the aforementioned Platform by the time of its submission.

#### **I.10.9 Publicity obligations**

1. For the purpose of Article II.7 of the grant agreement, relating to the publicity and use of the relevant logo, the beneficiaries must follow the instructions available on the following website: [https://eacea.ec.europa.eu/about-eacea/visual-identity\\_en](https://eacea.ec.europa.eu/about-eacea/visual-identity_en)

2. The beneficiaries must inform the public, press and media of the action (internet included), which must, in conformity with Article II.7 mentioned above, visibly indicate “with the support of the Erasmus+ Programme of the European Union” as well as the graphic logos.

3. Where the action, or part of the action, is a publication, the mention and graphic logos must appear on the cover or the first pages following the editor's mention.

4. If the action includes events for the public, signs and posters related to this action must be displayed. This must include the logos mentioned under point 1. Authorisation to use the logos described in point 1 implies no right of exclusive use and is limited to this agreement.

#### **I.10.10 Penalties in the case of non-compliance with publicity obligations**

The obligation to comply with the publicity provision set out in Article II.7 of the General Conditions constitutes a substantial obligation. Without prejudice to the right to terminate the grant, in case of failure to fulfil this obligation, the Agency may apply a 20% reduction of the grant initially provided for.

#### **I.10.11 Cooperation obligation**

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

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<sup>2</sup> Model Technical report



**I.10.12 Regional coverage**

In accordance with EU policy, this Agreement shall not apply to the geographic areas that came under the administration of the State of Israel after 5<sup>th</sup> June 1967. This position should not be construed as prejudicing Israel's principled position on this matter. Accordingly, the Parties agree that the application of this Agreement is without prejudice to the status of those areas.

**SIGNATURES**

For the coordinator  
**STAVROS ZOGRAFAKIS**  
Function:

Signature  
Done at ....., date .....

In duplicate in English

For the Agency  
**Ralf RAHDERS**  
Head of Unit

Signature  
Done at Brussels, ... **20 DEC. 2018** .....

# **ANNEX I**

## **Description of the action**

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

**598797-EPP-1-2018-1-EL-EPPKA2-CBHE-JP**



# ANNEX II

## General Conditions



**ANNEX II**  
**GENERAL CONDITIONS**

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## **PART A – LEGAL AND ADMINISTRATIVE PROVISIONS**

### **ARTICLE II.1 – GENERAL OBLIGATIONS AND ROLES OF THE BENEFICIARIES**

#### **II.1.1 General obligations and role of the beneficiaries**

The beneficiaries shall:

- (a) be jointly and severally responsible for carrying out the action in accordance with the terms and conditions of the Agreement;
- (b) be responsible for complying with any legal obligations incumbent on them jointly or individually;
- (c) make appropriate internal arrangements for the proper implementation of the action, consistent with the provisions of this Agreement; where provided for in the Special Conditions, those arrangements shall take the form of an internal co-operation agreement between the beneficiaries.

#### **II.1.2 General obligations and role of each beneficiary**

Each beneficiary shall:

- (a) inform the coordinator immediately of any change likely to affect or delay the implementation of the action of which the beneficiary is aware;
- (b) inform the coordinator immediately of any change in its legal, financial, technical, organisational or ownership situation or of its affiliated entities and of any change in its name, address or legal representative or of its affiliated entities;
- (c) submit in due time to the coordinator:
  - (i) the data needed to draw up the reports, financial statements and other documents provided for in the Agreement;
  - (ii) all the necessary documents in the event of audits, checks or evaluation in accordance with Article 11.27;
  - (iii) any other information to be provided to the Agency according to the Agreement, except where the Agreement requires that such information is submitted directly by the beneficiary to the Agency.

#### **II.1.3 General obligations and role of the coordinator**

The coordinator shall:

- (a) monitor that the action is implemented in accordance with the Agreement;
- (b) be the intermediary for all communications between the beneficiaries and the Agency, except where provided otherwise in the Agreement, and, in particular, the coordinator shall:
  - (i) immediately provide the Agency with the information related to any change in the name, address, legal representative as well as in the legal, financial, technical, organisational or ownership situation of any of the beneficiaries or of its affiliated entities or to any event likely to affect or delay the implementation of the action, of which the coordinator is aware;

- (ii) bear responsibility for supplying all documents and information to the Agency which may be required under the Agreement, except where provided otherwise in the Agreement; where information is required from the other beneficiaries, the coordinator shall bear responsibility for obtaining and verifying this information before passing it on to the Agency;
- (c) make the appropriate arrangements for providing any financial guarantees required under the Agreement;
- (d) establish the requests for payment in accordance with the Agreement;
- (e) where it is designated as the sole recipient of payments on behalf of all of the beneficiaries, ensure that all the appropriate payments are made to the other beneficiaries without unjustified delay;
- (f) bear responsibility for providing all the necessary documents in the event of checks and audits initiated before the payment of the balance, and in the event of evaluation in accordance with Article II.27;
- (g) transfer to the beneficiaries, without delay, any document relating to the action or the grant.

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

## **ARTICLE II.2 – COMMUNICATIONS BETWEEN THE PARTIES**

### **II.2.1 Form and means of communications**

Any communication relating to the Agreement or to its implementation shall be made in writing (in paper or electronic form), shall bear the number of the Agreement and shall be made using the communication details identified in Article I.6.

Electronic communications shall be confirmed by an original signed paper version of that communication if requested by any of the parties provided that this request is submitted without unjustified delay. The sender shall send the original signed paper version without unjustified delay.

Formal notifications shall be made by registered mail with return receipt or equivalent, or by equivalent electronic means.

### **II.2.2 Date of communications**

Any communication is deemed to have been made when it is received by the receiving party, unless the agreement refers to the date when the communication was sent.

Electronic communication is deemed to have been received by the receiving party on the day of successful dispatch of that communication, provided that it is sent to the addressees listed in Article I.6. Dispatch shall be deemed unsuccessful if the sending party receives a message of non-delivery. In this case, the sending party shall immediately send again such communication to any of the other addresses listed in Article I.6. In case of unsuccessful dispatch, the sending party shall not be held in breach of its obligation to send such communication within a specified deadline.

Mail sent to the Agency using the postal services is considered to have been received by the Agency on the date on which it is registered by the department identified in Article I.6.2.

Formal notifications made by registered mail with return receipt or equivalent, or by equivalent electronic means, shall be considered to have been received by the receiving party on the date of receipt indicated on the return receipt or equivalent.

### **ARTICLE II.3 – LIABILITY FOR DAMAGES**

- II.3.1** The Agency shall not be held liable for any damage caused or sustained by any of the beneficiaries, including any damage caused to third parties as a consequence of or during the implementation of the action.
- II.3.2** Except in cases of force majeure, the beneficiaries shall compensate the Agency for any damage sustained by it as a result of the implementation of the action or because the action was not implemented or implemented poorly, partially or late.

### **ARTICLE II.4 - CONFLICT OF INTERESTS**

- II.4.1** The beneficiaries shall take all necessary measures to prevent any situation where the impartial and objective implementation of the Agreement is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ("conflict of interests").
- II.4.2** Any situation constituting or likely to lead to a conflict of interests during the implementation of the Agreement shall be notified to the Agency, in writing, without delay. The beneficiaries shall immediately take all the necessary steps to rectify this situation. The Agency reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken within a specified deadline.

### **ARTICLE II.5 – CONFIDENTIALITY**

- II.5.1** The Agency and the beneficiaries shall preserve the confidentiality of any information and documents, in any form, which are disclosed in writing or orally in relation to the implementation of the Agreement and which are explicitly indicated in writing as confidential.
- II.5.2** The beneficiaries shall not use confidential information and documents for any reason other than fulfilling their obligations under the Agreement, unless otherwise agreed with the Agency in writing.
- II.5.3** The Agency and the beneficiaries shall be bound by the obligations referred to in Articles II.5.1 and II.5.2 during the implementation of the Agreement and for a period of five years starting from the payment of the balance, unless:
- (a) the party concerned agrees to release the other party from the confidentiality obligations earlier;
  - (b) the confidential information becomes public through other means than in breach of the confidentiality obligation through disclosure by the party bound by that obligation;
  - (c) the disclosure of the confidential information is required by law.

### **ARTICLE II.6 – PROCESSING OF PERSONAL DATA**

#### **II.6.1 Processing of personal data by the Agency**

Any personal data included in the Agreement shall be processed by the Agency pursuant to Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.

Such data shall be processed by the data controller identified in Article I.6.1 solely for the purposes of the implementation, management and monitoring of the Agreement, without prejudice to possible transmission to the bodies charged with the monitoring or inspection tasks in application of Union law.

The beneficiaries shall have the right of access to their personal data and the right to rectify any such data. Should the beneficiaries have any queries concerning the processing of their personal data, they shall address them to the data controller, identified in Article I.6.1.

The beneficiaries shall have the right of recourse at any time to the European Data Protection Supervisor.

## **II.6.2 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 adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned. This is in order to:

- (a) prevent any unauthorised person from gaining access to computer systems processing personal data, and especially:
  - (i) unauthorised reading, copying, alteration or removal of storage media;
  - (ii) unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;
  - (iii) unauthorised use of data processing systems by means of data transmission facilities;
- (b) ensure that authorised users of a data processing system can access only the personal data to which their access right refers;
- (c) record which personal data have been communicated, when and to whom;
- (d) ensure that personal data processed on behalf of third parties can be processed only in the manner prescribed by the Agency;
- (e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- (f) design their organisational structure in such a way that it meets data protection requirements.



## **ARTICLE II.7 – VISIBILITY OF UNION FUNDING**

### **II.7.1 Information on Union funding and use of European Union emblem**

Unless the Agency requests or agrees otherwise, any communication or publication related to the action, made by the beneficiaries jointly or individually, including at conferences, seminars or in any information or promotional materials (such as brochures, leaflets, posters, presentations, etc.), shall indicate that the action has received funding from the Union and shall display the European Union emblem.

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

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

For the purposes of the first, second and third subparagraphs and under the conditions specified therein, the beneficiaries are exempted from the obligation to obtain prior permission from the Agency to use the European Union emblem.

### **II.7.2 Disclaimers excluding Agency and Commission responsibility**

Any communication or publication related to the action, made by the beneficiaries jointly or individually in any form and using any means, shall indicate that it reflects only the author's view and that the Agency and the Commission are not responsible for any use that may be made of the information it contains.

## **ARTICLE II.8 – PRE-EXISTING RIGHTS AND OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)**

### **II.8.1 Ownership of the results by the beneficiaries**

Unless stipulated otherwise in the Agreement, ownership of the results of the action, including industrial and intellectual property rights, and of the reports and other documents relating to it, shall be vested in the beneficiaries.

### **II.8.2 Pre-existing industrial and intellectual property rights**

Where industrial and intellectual property rights, including rights of third parties, exist prior to the conclusion of the Agreement, the beneficiaries shall establish a list which shall specify all rights of ownership and use of the pre-existing industrial and intellectual property rights and disclose it to the Agency at the latest before the commencement of implementation.

The beneficiaries shall ensure that they or their affiliated entities have all the rights to use any pre-existing industrial and intellectual property rights during the implementation of the Agreement.

### **II.8.3 Rights of use of the results and of pre-existing rights by the Agency and/or the Union**

Without prejudice to Articles II.1.1, II.3 and II.8.1, the beneficiaries grant the Agency and/or the Union the right to use the results of the action for the following purposes:

- (a) use for its own purposes, and in particular, making available to persons working for the Agency, the Union institutions, agencies and bodies and to Member States' institutions, as well as, copying and reproducing in whole or in part and in unlimited number of copies;

- (b) distribution to the public, and in particular, publication in hard copies and in electronic or digital format, publication on the internet, including on the Europa website, as a downloadable or non-downloadable file, broadcasting by any kind of technique of transmission, public display or presentation, communication through press information services, inclusion in widely accessible databases or indexes;
- (c) translation;
- (d) giving access upon individual requests without the right to reproduce or exploit, as provided for by 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;
- (e) storage in paper, electronic or other format;
- (f) archiving in line with the document management rules applicable to the Agency and/or the Commission;
- (g) rights to authorise or sub-licence the modes of exploitation set out in points (b) and (c) to third parties.

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

The beneficiaries shall warrant that the Agency and/or the Union has the right to use any pre-existing industrial and intellectual property rights, which have been included in the results of the action. Unless specified otherwise in the Special Conditions, those pre-existing rights shall be used for the same purposes and under the same conditions applicable to the rights of use of the results of the action.

Information about the copyright owner shall be inserted when the result is divulged by the Agency and/or the Union. The copyright information shall read: "© – year – name of the copyright owner. All rights reserved. Licenced to the European Union under conditions."

## **ARTICLE II.9 – AWARD OF CONTRACTS NECESSARY FOR THE IMPLEMENTATION OF THE ACTION**

**II.9.1** Where the implementation of the action requires the procurement of goods, works or services, the beneficiaries shall award the contract to the tender offering best value for money or, as appropriate, to the tender offering the lowest price. In doing so, they shall avoid any conflict of interests.

Beneficiaries acting in their capacity of contracting authorities within the meaning of 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 or contracting entity within the meaning of 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 must comply with the applicable national public procurement rules.

**II.9.2** The beneficiaries shall retain sole responsibility for carrying out the action and for compliance with the provisions of the Agreement. The beneficiaries shall ensure that any procurement contract contains provisions stipulating that the contractor has no rights vis-à-vis the Agency under the Agreement.

**II.9.3** The beneficiaries shall ensure that the conditions applicable to them under Articles II.3, II.4, II.5, II.8 and II.27 are also applicable to the contractor.

## **ARTICLE II.10 – SUBCONTRACTING OF TASKS FORMING PART OF THE ACTION**

- II.10.1** A "subcontract" is a procurement contract within the meaning of Article II.9, which covers the implementation by a third party of tasks forming part of the action as described in Annex I.
- II.10.2** Beneficiaries may subcontract tasks forming part of the action, provided that, in addition to the conditions specified in Article II.9 and the Special Conditions, the following conditions are complied with:
- (a) subcontracting only covers the implementation of a limited part of the action;
  - (b) recourse to subcontracting is justified having regard to the nature of the action and what is necessary for its implementation;
  - (c) the estimated costs of the subcontracting are clearly identifiable in the estimated budget set out in Annex III;
  - (d) any recourse to subcontracting, if not provided for in Annex I, is communicated by the coordinator and approved by the Agency without prejudice to Article II.12.2;
  - (e) the beneficiaries ensure that the conditions applicable to them under Article II.7 are also applicable to the subcontractor.

## **ARTICLE II.11 - FINANCIAL SUPPORT TO THIRD PARTIES**

- II.11.1** Where the implementation of the action requires giving financial support to third parties, the beneficiaries shall give such financial support in accordance with the conditions specified in Annex I, which shall at least contain:
- (a) the maximum amount of financial support, which shall not exceed EUR 60 000 for each third party except where the financial support is the primary aim of the action as specified in Annex I;
  - (b) the criteria for determining the exact amount of the financial support;
  - (c) the different types of activity that may receive financial support, on the basis of a fixed list;
  - (d) the definition of the persons or categories of persons which may receive financial support;
  - (e) the criteria for giving the financial support.
- II.11.2** By way of derogation from Article II.11.1, in case the financial support takes the form of a prize, the beneficiaries shall give such financial support in accordance with the conditions specified in Annex I, which shall at least contain:
- (a) the conditions for participation;
  - (b) the award criteria;
  - (c) the amount of the prize;
  - (d) the payment arrangements.

**II.11.3** The beneficiaries shall ensure that the conditions applicable to them under Articles II.3, II.4, II.5, II.7, II.8 and II.27 are also applicable to the third parties receiving financial support.

#### **ARTICLE II.12 – AMENDMENTS TO THE AGREEMENT**

**II.12.1** Any amendment to the Agreement shall be made in writing.

**II.12.2** An amendment may not have the purpose or the effect of making changes to the Agreement which would call into question the decision awarding the grant or be contrary to the equal treatment of applicants.

**II.12.3** Any request for amendment shall be duly justified and shall be sent to the other party in due time before it is due to take effect, and in any case one month before the end of the period set out in Article I.2.2, except in cases duly substantiated by the party requesting the amendment and accepted by the other party.

**II.12.4** A request for amendment on behalf of the beneficiaries shall be submitted by the coordinator. If a change of coordinator is requested without its agreement, the request shall be submitted by all other beneficiaries.

**II.12.5** Amendments shall enter into force on the date on which the last party signs or on the date of approval of the request for amendment.

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

#### **ARTICLE II.13 – ASSIGNMENT OF CLAIMS FOR PAYMENTS TO THIRD PARTIES**

**II.13.1** Claims for payments of the beneficiaries against the Agency may not be assigned to third parties, except in duly justified cases where the situation warrants it.

The assignment shall only be enforceable against the Agency if it has accepted the assignment on the basis of a written and reasoned request to that effect made by the coordinator on behalf of the beneficiaries. In the absence of such acceptance, or in the event of failure to observe the terms thereof, the assignment shall have no effect on the Agency.

**II.13.2** In no circumstances shall such an assignment release the beneficiaries from their obligations towards the Agency.

#### **ARTICLE II.14 – FORCE MAJEURE**

**II.14.1** "*Force majeure*" shall mean any unforeseeable exceptional situation or event beyond the parties' control, which prevents either of them from fulfilling any of their obligations under the Agreement, which was not attributable to error or negligence on their part or on the part of subcontractors, affiliated entities or third parties involved in the implementation and which proves to be inevitable in spite of exercising all due diligence. 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, as well as labour disputes, strikes or financial difficulties cannot be invoked as *force majeure*.

**II.14.2** A party faced with *force majeure* shall formally notify the other party without delay, stating the nature, likely duration and foreseeable effects.

**II.14.3** The parties shall take the necessary measures to limit any damage due to *force majeure*. They shall do their best to resume the implementation of the action as soon as possible.

**II.14.4** The party faced with *force majeure* shall not be held to be in breach of its obligations under the Agreement if it has been prevented from fulfilling them by *force majeure*.

**ARTICLE II.15 – SUSPENSION OF THE IMPLEMENTATION OF THE ACTION****II.15.1 Suspension of the implementation by the beneficiaries**

The coordinator, on behalf of the beneficiaries, may suspend the implementation of the action or any part thereof, if exceptional circumstances make such implementation impossible or excessively difficult, in particular in the event of *force majeure*. The coordinator shall inform the Agency without delay, giving all the necessary reasons and details and the foreseeable date of resumption.

Unless the Agreement or the participation of a beneficiary is terminated in accordance with Article II.16.1, II.16.2 or points (c) or (d) of Article II.16.3.1, the coordinator shall, once the circumstances allow resuming the implementation of the action, inform the Agency immediately and present a request for amendment of the Agreement as provided for in Article II.15.3.

**II.15.2 Suspension of the implementation by the Agency****II.15.2.1 The Agency may suspend the implementation of the action or any part thereof:**

- (a) if the Agency has evidence that a beneficiary has committed substantial errors, irregularities or fraud in the award procedure or in the implementation of the Agreement or if a beneficiary fails to comply with its obligations under the Agreement;
- (b) if the Agency has evidence that a beneficiary has committed systemic or recurrent errors, irregularities, fraud or breach of obligations under other grants funded by the Union or the European Atomic Energy Community which were awarded to that beneficiary under similar conditions, provided that those errors, irregularities, fraud or breach of obligations have a material impact on this grant; or
- (c) if the Agency suspects substantial errors, irregularities, fraud or breach of obligations committed by a beneficiary in the award procedure or in the implementation of the Agreement and needs to verify whether they have actually occurred.

**II.15.2.2** Before suspending the implementation the Agency shall formally notify the coordinator of its intention to suspend, specifying the reasons thereof, and, in the cases referred to in points (a) and (b) of Article II.15.2.1, the necessary conditions for resuming the implementation. The coordinator shall be invited to submit observations on behalf of all beneficiaries within 30 calendar days from receipt of this notification.

If, after examination of the observations submitted by the coordinator, the Agency decides to stop the suspension procedure, it shall formally notify the coordinator thereof.

If no observations have been submitted or if, despite the observations submitted by the coordinator, the Agency decides to pursue the suspension procedure, it may suspend the implementation by formally notifying the coordinator thereof, specifying the reasons for the suspension and, in the cases referred to in points (a) and (b) of Article II.15.2.1, the definitive conditions for resuming the implementation or, in the case referred to in point (c) of Article II.15.2.1, the indicative date of completion of the necessary verification.

The coordinator shall inform the other beneficiaries immediately. The suspension shall take effect five calendar days after the receipt of the notification by the coordinator or on a later date, where the notification so provides.

In order to resume the implementation, the beneficiaries shall endeavour to meet the notified conditions as soon as possible and shall inform the Agency of any progress made in this respect.

Unless the Agreement or the participation of a beneficiary is terminated in accordance with Articles II.16.1, II.16.2 or points (c), (i) or (j) of Article II.16.3.1, the Agency shall, as soon as it considers that the conditions for resuming the implementation have been met or the necessary verification, including on-the-spot checks, has been carried out, formally notify the coordinator thereof and invite the coordinator to present a request for amendment of the Agreement as provided for in Article II.15.3.

### **II.15.3 Effects of the suspension**

If the implementation of the action can be resumed and the Agreement is not terminated, an amendment to the Agreement shall be made in accordance with Article II.12 in order to establish the date on which the action shall be resumed, to extend the duration of the action and to make any other modifications that may be necessary to adapt the action to the new implementing conditions.

The suspension is deemed lifted as from the date of resumption of the action agreed by the parties in accordance with the first subparagraph. Such a date may be before the date on which the amendment enters into force.

Any costs incurred by the beneficiaries, during the period of suspension, for the implementation of the suspended action or the suspended part thereof, shall not be reimbursed or covered by the grant.

The right of the Agency to suspend the implementation is without prejudice to its right to terminate the Agreement or the participation of a beneficiary in accordance with Article II.16.3 and its right to reduce the grant or recover amounts unduly paid in accordance with Articles II.25.4 and II.26.

Neither party shall be entitled to claim compensation on account of a suspension by the other party.

## **ARTICLE II.16 – TERMINATION OF THE AGREEMENT**

### **II.16.1 Termination of the Agreement by the coordinator**

In duly justified cases, the coordinator, on behalf of all beneficiaries, may terminate the Agreement by formally notifying the Agency thereof, stating clearly the reasons and specifying the date on which the termination shall take effect. The notification shall be sent before the termination is due to take effect.

If no reasons are given or if the Agency considers that the reasons exposed cannot justify the termination, it shall formally notify the coordinator, specifying the grounds thereof, and the Agreement shall be deemed to have been terminated improperly, with the consequences set out in the fourth subparagraph of Article II.16.4.

### **II.16.2 Termination of the participation of one or more beneficiaries by the coordinator**

In duly justified cases, the participation of any one or several beneficiaries in the Agreement may be terminated by the coordinator, acting on request of that beneficiary or those beneficiaries, or on behalf of all the other beneficiaries. When notifying such termination to the Agency, the coordinator shall include the reasons for the termination of the participation, the opinion of the beneficiary or beneficiaries the participation of which is terminated, the date on which the termination shall take effect and the proposal of the remaining beneficiaries relating to the reallocation of the tasks of that beneficiary or those beneficiaries or, where relevant, to the nomination of one or more replacements which shall succeed that beneficiary or those beneficiaries in all their rights and obligations under the Agreement. The notification shall be sent before the termination is due to take effect.

If no reasons are given or if the Agency considers that the reasons exposed cannot justify the termination, it shall formally notify the coordinator, specifying the grounds thereof, and the participation shall be deemed to have been terminated improperly, with the consequences set out in the fourth subparagraph of Article II.16.4.

Without prejudice to Article II.12.2, an amendment to the Agreement shall be made, in order to introduce the necessary modifications.

### **II.16.3 Termination of the Agreement or the participation of one or more beneficiaries by the Agency**

#### **II.16.3.1 The Agency may decide to terminate the Agreement or the participation of any one or several beneficiaries participating in the action, in the following circumstances:**

- (a) if a change to the beneficiary's legal, financial, technical, organisational or ownership situation is likely to affect the implementation of the Agreement substantially or calls into question the decision to award the grant;
- (b) if, following the termination of the participation of any one or several beneficiaries, the necessary modifications to the Agreement would call into question the decision awarding the grant or would result in unequal treatment of applicants;
- (c) if the beneficiaries do not implement the action as specified in Annex I or if a beneficiary fails to comply with another substantial obligation incumbent on it under the terms of the Agreement;
- (d) in the event of *force majeure*, notified in accordance with Article II.14, or in the event of suspension by the coordinator as a result of exceptional circumstances, notified in accordance with Article II.15, where resuming the implementation is impossible or where the necessary modifications to the Agreement would call into question the decision awarding the grant or would result in unequal treatment of applicants;
- (e) if a beneficiary is declared bankrupt, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of any other similar proceedings concerning those matters, or is in an analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (f) if a beneficiary or any related person, as defined in the second subparagraph, have been found guilty of professional misconduct proven by any means;
- (g) if a beneficiary is not in compliance with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or in which the action is implemented;
- (h) if the Agency has evidence that a beneficiary or any related person, as defined in the second subparagraph, have committed fraud, corruption, or are involved in a criminal organisation, money laundering or any other illegal activity detrimental to the Union's financial interests;

- (i) if the Agency has evidence that a beneficiary or any related person, as defined in the second subparagraph, have committed substantial errors, irregularities or fraud in the award procedure or in the implementation of the Agreement, including in the event of submission of false information or failure to submit required information in order to obtain the grant provided for in the Agreement; or
- (j) if the Agency has evidence that a beneficiary has committed systemic or recurrent errors, irregularities, fraud or breach of obligations under other grants funded by the Union or the European Atomic Energy Community which were awarded to that beneficiary under similar conditions, provided that those errors, irregularities, fraud or breach of obligations have a material impact on this grant.

For the purposes of points (f), (h) and (i), "any related person" shall mean any natural person which has the power to represent the beneficiary or to take decisions on its behalf.

**II.16.3.2** Before terminating the Agreement or the participation of any one or several beneficiaries, the Agency shall formally notify the coordinator and, as may be the case, the beneficiary(ies) concerned of its intention to terminate, specifying the reasons thereof and inviting the coordinator, within 45 calendar days from receipt of the notification, to submit observations on behalf of all beneficiaries and, in the case of point (c) of Article II.16.3.1, to inform the Agency about the measures taken to ensure that the beneficiaries continue to fulfil their obligations under the Agreement.

If, after examination of the observations submitted by the coordinator, the Agency decides to stop the termination procedure, it shall formally notify the coordinator thereof.

If no observations have been submitted or if, despite the observations submitted by the coordinator, the Agency decides to pursue the termination procedure, it may terminate the Agreement or the participation of any one or several beneficiaries by formally notifying the coordinator thereof, specifying the reasons for the termination.

In the cases referred to in points (a), (b), (c), (e) and (g) of Article II.16.3.1, the formal notification shall specify the date on which the termination takes effect. In the cases referred to in points (d), (f), (h), (i) and (j) of Article II.16.3.1, the termination shall take effect on the day following the date on which the formal notification was received by the coordinator.

#### **II.16.4 Effects of termination**

Where the Agreement is terminated, payments by the Agency shall be limited to the amount determined in accordance with Article II.25 on the basis of the eligible costs incurred by the beneficiaries and the actual level of implementation of the action on the date when the termination takes effect. Costs relating to current commitments, which are not due for execution until after the termination, shall not be taken into account. The coordinator shall have 60 days from the date when the termination of the Agreement takes effect, as provided for in Articles II.16.1 and II.16.3.2, to produce a request for payment of the balance in accordance with Article II.23.2. If no request for payment of the balance is received within this time limit, the Agency shall not reimburse or cover any costs which are not included in a financial statement approved by it or which are not justified in a technical report approved by it. In accordance with Article II.26, the Agency shall recover any amount already paid, if its use is not substantiated by the technical reports and, where applicable, by the financial statements approved by the Agency.

Where the participation of a beneficiary is terminated, the beneficiary concerned shall submit to the coordinator a technical report and, where applicable, a financial statement covering the period from the end of the last reporting period according to Article I.4 for which a report has been submitted to the Agency to the date on which the termination takes effect. The technical report and the financial statement shall be submitted in due time to allow the coordinator to draw up the corresponding payment request. Only those costs incurred by the beneficiary concerned up to the date when termination of its participation takes effect shall be reimbursed or covered by the grant. Costs relating to current commitments, which were not due for execution until after the termination, shall not be taken into account. The request for payment for the beneficiary concerned shall be included in the next payment request submitted by the coordinator in accordance with the schedule laid down in Article I.4.

Where the Agency, in accordance with point (c) of Article II.16.3.1, is terminating the Agreement on the grounds that the coordinator has failed to produce the request for payment and, after a reminder, has still not complied with this obligation within the deadline set out in Article II.23.3, the first subparagraph shall apply, subject to the following:

- (a) there shall be no additional time period from the date when the termination of the Agreement takes effect for the coordinator to produce a request for payment of the balance in accordance with Article II.23.2; and
- (b) the Agency shall not reimburse or cover any costs incurred by the beneficiaries up to the date of termination or up to the end of the period set out in Article I.2.2, whichever is the earlier, which are not included in a financial statement approved by it or which are not justified in a technical report approved by it.

In addition to the first, second and third subparagraphs, where the Agreement or the participation of a beneficiary is terminated improperly by the coordinator within the meaning of Articles II.16.1 and II.16.2, or where the Agreement or the participation of a beneficiary is terminated by the Agency on the grounds set out in points (c), (f), (h), (i) and (j) of Article II.16.3.1, the Agency may also reduce the grant or recover amounts unduly paid in accordance with Articles II.25.4 and II.26, in proportion to the gravity of the failings in question and after allowing the coordinator, and, where relevant, the beneficiaries concerned, to submit their observations.

Neither party shall be entitled to claim compensation on account of a termination by the other party.

#### **ARTICLE II.17 – ADMINISTRATIVE AND FINANCIAL PENALTIES**

**II.17.1** By virtue of Articles 109 and 131(4) Regulation (EU, EURATOM) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and with due regard to the principle of proportionality, a beneficiary which has committed substantial errors, irregularities or fraud, has made false declarations in supplying required information or has failed to supply such information at the moment of the submission of the application or during the implementation of the grant, or has been found in serious breach of its obligations under the Agreement shall be liable to:

- (a) administrative penalties consisting of exclusion from all contracts and grants financed by the Union budget for a maximum of five years from the date on which the infringement is established and confirmed following a contradictory procedure with the beneficiary; and/or
- (b) financial penalties of 2% to 10% of the value of the contribution the beneficiary concerned is entitled to in accordance with the estimated budget set out in Annex III.

In the event of another infringement within five years following the establishment of the first infringement, the period of exclusion under point (a) may be extended to 10 years and the range of the rate referred to in point (b) may be increased to 4% to 20%.

**II.17.2** The Agency shall formally notify the beneficiary concerned of any decision to apply such penalties.

The Agency is entitled to publish such decision under the conditions and within the limits specified in Article 109(3) of Regulation (EU, EURATOM) No 966/2012.

An action may be brought against such decision before the General Court of the European Union, pursuant to Article 263 Treaty on the Functioning of the European Union ("TFEU").

**ARTICLE II.18 – APPLICABLE LAW, SETTLEMENT OF DISPUTES AND ENFORCEABLE DECISION**

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

**II.18.2** Pursuant to Article 272 TFEU, the General Court or, on appeal, the Court of Justice of the European Union, shall have sole jurisdiction to hear any dispute between the Agency and/or the Union and any beneficiary concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.

**II.18.3** By virtue of Article 299 TFEU, for the purposes of recoveries within the meaning of Article II.26 or financial penalties, the Commission may adopt an enforceable decision to impose pecuniary obligations on persons other than States. An action may be brought against such decision before the General Court of the European Union pursuant to Article 263 TFEU.



## **PART B – FINANCIAL PROVISIONS**

### **ARTICLE II.19 – ELIGIBLE COSTS**

#### **II.19.1 Conditions for the eligibility of costs**

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

- (a) they are incurred in the period set out in Article I.2.2, with the exception of costs relating to the request for payment of the balance and the corresponding supporting documents referred to in Articles II.23.2 and I.4.1;
- (b) they are indicated in the estimated budget of the action set out in Annex III;
- (c) they are incurred in connection with the action as described in Annex I and are necessary for its implementation;
- (d) they are identifiable and verifiable, in particular being recorded in the accounting records of the beneficiary and determined according to the applicable accounting standards of the country where the beneficiary is established and with the usual cost accounting practices of the beneficiary;
- (e) they comply with the requirements of applicable tax and social legislation; and
- (f) they are reasonable, justified, and comply with the principle of sound financial management, in particular regarding economy and efficiency.

#### **II.19.2 Eligible direct costs**

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

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

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

- (a) the costs of personnel working under an employment contract with the beneficiary or an equivalent appointing act and assigned to the action, comprising actual salaries plus social security contributions and other statutory costs included in the remuneration, provided that these costs are in line with the beneficiary's usual policy on remuneration; those costs may also include additional remunerations, including payments on the basis of supplementary contracts regardless of the nature of those contracts, provided that they are paid in a consistent manner whenever the same kind of work or expertise is required, independently from the source of funding used;

The corresponding salary costs of personnel of national administrations are eligible to the extent that they relate to the cost of activities which the relevant public authority would not carry out if the action concerned were not undertaken;

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

- (c) the depreciation costs of equipment or other assets (new or second-hand) as recorded in the accounting statements of the beneficiary, provided that the asset has been purchased in accordance with Article II.9 and that it is written off in accordance with the international accounting standards and the usual accounting practices of the beneficiary; the costs of rental or lease of equipment or other assets are also eligible, provided that these costs do not exceed the depreciation costs of similar equipment or assets and are exclusive of any finance fee;

Only the portion of the equipment's depreciation, rental or lease costs corresponding to the period set out in Article I.2.2 and the rate of actual use for the purposes of the action may be taken into account. By way of exception, the Special Conditions may provide for the eligibility of the full cost of purchase of equipment, where justified by the nature of the action and the context of the use of the equipment or assets.

- (d) costs of consumables and supplies, provided that they are purchased in accordance with Article II.9 and are directly assigned to the action;
- (e) costs arising directly from requirements imposed by the Agreement (dissemination of information, specific evaluation of the action, audits, translations, reproduction), including the costs of requested financial guarantees, provided that the corresponding services are purchased in accordance with Article II.9;
- (f) costs entailed by subcontracts within the meaning of Article II.10, provided that the conditions laid down in that Article are met;
- (g) costs of financial support to third parties within the meaning of Article II.11, provided that the conditions laid down in that Article are met;
- (h) duties, taxes and charges paid by the beneficiary, notably value added tax (VAT), provided that they are included in eligible direct costs, and unless specified otherwise in the Agreement.

### **II.19.3 Eligible indirect costs**

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

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

Unless otherwise specified in the Article I.3, eligible indirect costs shall be declared on the basis of a flat rate of 7% of the total eligible direct costs.

### **II.19.4 Ineligible costs**

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

- (a) return on capital;
- (b) debt and debt service charges;
- (c) provisions for losses or debts;
- (d) interest owed;
- (e) doubtful debts;
- (f) exchange losses;

- (g) costs of transfers from the Agency charged by the bank of a beneficiary;
- (h) costs declared by a beneficiary in the framework of another action receiving a grant financed from the Union budget (including grants awarded by a Member State and financed from the Union budget and grants awarded by other bodies than the Agency for the purpose of implementing the Union budget); in particular, indirect costs shall not be eligible under a grant for an action awarded to a beneficiary which already receives an operating grant financed from the Union budget during the period in question;
- (i) contributions in kind from third parties;
- (j) excessive or reckless expenditure;
- (k) deductible VAT.

## **ARTICLE II.20 – IDENTIFIABILITY AND VERIFIABILITY OF THE AMOUNTS DECLARED**

### **II.20.1 Reimbursement of actual costs**

Where, in accordance with Article I.3(a)(i), the grant takes the form of the reimbursement of actual costs, the beneficiary must declare as eligible costs the costs it actually incurred for the action.

If requested to do so in the context of the checks or audits described in Article II.27, the beneficiary must be able to provide adequate supporting documents to prove the costs declared, such as contracts, invoices and accounting records. In addition, the beneficiary's usual accounting and internal control procedures must permit direct reconciliation of the amounts declared with the amounts recorded in its accounting statements as well as with the amounts indicated in the supporting documents.

### **II.20.2 Reimbursement of pre-determined unit costs or pre-determined unit contribution**

Where, in accordance with Article I.3(a)(ii) or (b), the grant takes the form of the reimbursement of unit costs or of a unit contribution, the beneficiary must declare as eligible costs or as requested contribution the amount obtained by multiplying the amount per unit specified in Article I.3(a)(ii) or (b) by the actual number of units used or produced.

If requested to do so in the context of the checks or audits described in Article II.27, the beneficiary must be able to provide adequate supporting documents to prove the number of units declared. However, the beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, notably accounting statements, to prove the amount declared per unit.

### **II.20.3 Reimbursement of pre-determined lump sum costs or pre-determined lump sum contribution**

Where, in accordance with Article I.3(a)(iii) or (c), the grant takes the form of the reimbursement of lump sum costs or of a lump sum contribution, the beneficiary must declare as eligible costs or as requested contribution the global amount specified in Article I.3(a)(iii) or (c), subject to the proper implementation of the corresponding tasks or part of the action as described in Annex I.

If requested to do so in the context of the checks or audits described in Article II.27, the beneficiary must be able to provide adequate supporting documents to prove the proper implementation. However, the beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, notably accounting statements, to prove the amount declared as lump sum.

**II.20.4 Reimbursement of pre-determined flat-rate costs or pre-determined flat-rate contribution**

Where, in accordance with Article I.3(a)(iv) or (d), the grant takes the form of the reimbursement of flat-rate costs or of a flat-rate contribution, the beneficiary must declare as eligible costs or as requested contribution the amount obtained by applying the flat rate specified in Article I.3(a)(iv) or (d).

If requested to do so in the context of the checks or audits described in Article II.27, the beneficiary must be able to provide adequate supporting documents to prove the eligible costs or requested contribution to which the flat rate applies. However, the beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, notably accounting statements, for the flat rate applied.

**II.20.5 Reimbursement of costs declared on the basis of the beneficiary's usual cost accounting practices**

Where, in accordance with Article I.3(a)(v), the grant takes the form of the reimbursement of unit costs declared on the basis of the beneficiary's usual cost accounting practices, the beneficiary must declare as eligible costs the amount obtained by multiplying the amount per unit calculated in accordance with its usual cost accounting practices by the actual number of units used or produced. If requested to do so in the context of the checks or audits described in Article II.27, the beneficiary must be able to provide adequate supporting documents to prove the number of units declared.

Where, in accordance with Article I.3(a)(v), the grant takes the form of the reimbursement of lump sum costs declared on the basis of the beneficiary's usual cost accounting practices, the beneficiary must declare as eligible costs the global amount calculated in accordance with its usual cost accounting practices, subject to the proper implementation of the corresponding tasks or part of the action. If requested to do so in the context of the checks or audits described in Article II.27, the beneficiary must be able to provide adequate supporting documents to prove the proper implementation.

Where, in accordance with Article I.3(a)(v), the grant takes the form of the reimbursement of flat-rate costs declared on the basis of the beneficiary's usual cost accounting practices, the beneficiary must declare as eligible costs the amount obtained by applying the flat rate calculated in accordance with its usual cost accounting practices. If requested to do so in the context of the checks or audits described in Article II.27, the beneficiary must be able to provide adequate supporting documents to prove the eligible costs to which the flat rate applies.

In all three cases provided for in the first, second and third subparagraphs, the beneficiary does not need to identify the actual eligible costs covered, but it must ensure that the cost accounting practices used for the purpose of declaring eligible costs are in compliance with the following conditions:

- (a) the cost accounting practices used constitute its usual cost accounting practices and are applied in a consistent manner, based on objective criteria independent from the source of funding;
- (b) the costs declared can be directly reconciled with the amounts recorded in its general accounts; and

- (c) the categories of costs used for the purpose of determining the costs declared are exclusive of any ineligible cost or costs covered by other forms of grant in accordance with Article I.3.

Where the Special Conditions provide for the possibility for the beneficiary to request the Agency to assess the compliance of its usual cost accounting practices, the beneficiary may submit a request for assessment, which, where required by the Special Conditions, shall be accompanied by a certificate on the compliance of the cost accounting practices ("certificate on the compliance of the cost accounting practices").

The certificate on the compliance of the cost accounting practices shall be produced by an approved auditor or, in case of public bodies, by a competent and independent public officer.

The certificate shall certify that the beneficiary's cost accounting practices used for the purpose of declaring eligible costs comply with the conditions laid down in the fourth subparagraph and with the additional conditions which may be laid down in the Special Conditions.

Where the Agency has confirmed that the usual cost accounting practices of the beneficiary are in compliance, costs declared in application of these practices shall not be challenged *ex post*, provided that the practices actually used comply with those approved by the Agency and that the beneficiary did not conceal any information for the purpose of their approval.

#### **ARTICLE II.21 – ELIGIBILITY OF COSTS OF ENTITIES AFFILIATED TO THE BENEFICIARIES**

Where the Special Conditions contain a provision on entities affiliated to the beneficiaries, costs incurred by such an entity are eligible, provided that they satisfy the same conditions under Articles II.19 and II.20 as apply to the beneficiary, and that the beneficiary the entity is affiliated to ensures that the conditions applicable to him under Articles II.3, II.4, II.5, II.7, II.9, II.10 and II.27 are also applicable to the entity.

#### **ARTICLE II.22 – BUDGET TRANSFERS**

Without prejudice to Article II.10 and provided that the action is implemented as described in Annex I, beneficiaries are allowed to adjust the estimated budget set out in Annex III by transfers between themselves and between the different budget categories, without this adjustment being considered as an amendment of the Agreement within the meaning of Article II.12.

By way of derogation from the first subparagraph, should beneficiaries want to modify the value of the contribution that each of them is entitled to as referred to in point (b) of Article II.17.1 and point (c) of Article II.26.3, the coordinator shall request an amendment in accordance to Article II.12.

The first two subparagraphs do not apply to amounts which, in accordance with Article I.3 (a) (iii) or (c), take the form of lump sums.

#### **ARTICLE II.23 – TECHNICAL AND FINANCIAL REPORTING – REQUESTS FOR PAYMENT AND SUPPORTING DOCUMENTS**

##### **II.23.1 Requests for further pre-financing payments and supporting documents**

Where, in accordance with Article I.4.1, the pre-financing shall be paid in several instalments and where Article I.4.1 provides for a further pre-financing payment subject to having used all or part of the previous instalment, the coordinator may submit a request for a further pre-financing payment once the percentage of the previous instalment specified in Article I.4.1 has been used.

Where, in accordance with Article I.4.1, the pre-financing shall be paid in several instalments and where Article I.4.1 provides for a further pre-financing payment at the end of a reporting period, the coordinator shall submit a request for a further pre-financing payment within 60 days following the end of each reporting period for which a new pre-financing payment is due.

In both cases, the request shall be accompanied by the following documents:

- (a) a progress report on implementation of the action (“technical report on progress”);
- (b) a statement on the amount of the previous pre-financing instalment used to cover costs of the action (“statement on the use of the previous pre-financing instalment”), drawn up in accordance with Annex VI; and
- (c) where required by Article I.4.1, a financial guarantee;
- (d) an updated report on the distribution of the Union financial contribution between the beneficiaries, including amounts and dates of transfer.

#### **II.23.2 Requests for interim payments or for payment of the balance and supporting documents**

The coordinator shall submit a request for an interim payment or for payment of the balance within 60 days following the end of each reporting period for which, in accordance with Article I.4.1, an interim payment or the payment of the balance is due.

This request shall be accompanied by the following documents:

- (a) an interim report (“interim technical report”) or, for the payment of the balance, a final report on implementation of the action (“final technical report”), drawn up in accordance with Annex V; the interim or final technical report must contain the information needed to justify the eligible costs declared or the contribution requested on the basis of unit costs and lump sums where the grant takes the form of the reimbursement of unit or lump sum costs or of a unit or lump sum contribution in accordance with Article I.3(a)(ii), (iii), (b) or (c), as well as information on subcontracting as referred to in Article II.10.2(d);
- (b) an interim financial statement (“interim financial statement”) or, for the payment of the balance, a final financial statement (“final financial statement”); the interim or final financial statements must include a consolidated statement as well as a breakdown of the amounts claimed by each beneficiary and its affiliated entities; they must be drawn up in accordance with the structure of the estimated budget set out in Annex III and with Annex VI and detail the amounts for each of the forms of grant set out in Article I.3 for the reporting period concerned;
- (c) only for the payment of the balance, a summary financial statement (“summary financial statement”); this statement must include a consolidated financial statement and a breakdown of the amounts declared or requested by each beneficiary and its affiliated entities, aggregating the financial statements already submitted previously and indicating the receipts referred to in Article II.25.3.2 for each beneficiary and its affiliated entities; it must be drawn up in accordance with Annex VI;
- (d) where required by Article I.4.1 or for each beneficiary for which the total contribution in the form of reimbursement of actual costs as referred to in Article I.3(a)(i) is at least EUR 750 000 and which requests a reimbursement in that form of at least EUR 325 000 (when adding all previous reimbursements in that form for which a certificate on the financial statements has not been submitted), a certificate on the financial statements and underlying accounts (“certificate on the financial statements”);

This certificate shall be produced by an approved auditor or, in case of public bodies, by a competent and independent public officer and drawn up in accordance with Annex VII. It shall certify that the costs declared in the interim or final financial statement by the beneficiary concerned or its affiliated entities for the categories of costs reimbursed in accordance with Article I.3(a)(i) are real, accurately recorded and eligible in accordance with the Agreement. In addition, for the payment of the balance, it shall certify that all the receipts referred to in Article II.25.3.2 have been declared; and

- (e) where required by Article I.4.1, an operational verification report ("operational verification report"), produced by an independent third party approved by the Agency and drawn up in accordance with Annex VIII.

This report shall state that the actual implementation of the action as described in the interim or final report complies with the conditions set out in the Agreement.

- (f) an updated report on the distribution of the Union financial contribution between the beneficiaries, including amounts and dates of transfer.

The coordinator shall certify that the information provided in the request for interim payment or for payment of the balance is full, reliable and true. It shall also certify that the costs incurred can be considered eligible in accordance with the Agreement and that the request for payment is substantiated by adequate supporting documents that can be produced in the context of the checks or audits described in Article II.27. In addition, for the payment of the balance, it shall certify that all the receipts referred to in Article II.25.3.2 have been declared.

### **II.23.3 Non-submission of documents**

Where the coordinator has failed to submit a request for interim payment or payment of the balance accompanied by the documents referred to above within 60 days following the end of the corresponding reporting period and where the coordinator still fails to submit such a request within 60 days following a written reminder sent by the Agency, the Agency reserves the right to terminate the Agreement in accordance with Article II.16.3.1(c), with the effects described in the third and the fourth subparagraphs of Article II.16.4.

### **II.23.4 Currency for requests for payment and financial statements and conversion into euro**

Requests for payment and financial statements shall be drafted in euro.

Beneficiaries with general accounts in a currency other than the euro shall convert costs incurred in another currency into euro at the average of the daily exchange rates published in the C series of *Official Journal of the European Union*, determined over the corresponding reporting period. Where no daily euro exchange rate is published in the *Official Journal of the European Union* for the currency in question, conversion shall be made at the average of the monthly accounting rates established by the Commission and published on its website ([http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/infoeuro/infoeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/infoeuro_en.cfm)), determined over the corresponding reporting period.

Beneficiaries with general accounts in euro shall convert costs incurred in another currency into euro according to their usual accounting practices.

## **ARTICLE II.24 – PAYMENTS AND PAYMENT ARRANGEMENTS**

### **II.24.1 Pre-financing**

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

Without prejudice to Articles II.24.5 and II.24.6, where Article I.4.1 provides for a pre-financing payment upon entry into force of the Agreement, the Agency shall pay to the coordinator within 30 days following that date or, where required by Article I.4.1, following receipt of the financial guarantee.

Where payment of pre-financing is conditional on receipt of a financial guarantee, the financial guarantee shall fulfill the following conditions:

- (a) it is provided by a bank or an approved financial institution or, at the request of the coordinator and acceptance by the Agency, by a third party;
- (b) the guarantor stands as first-call guarantor and does not require the Agency and/or the Commission to have recourse against the principal debtor (i.e. the beneficiary concerned); and
- (c) it provides that it remains in force until the pre-financing is cleared against interim payments or payment of the balance by the Agency and, in case the payment of the balance is made in the form of a debit note, three months after the debit note is notified to a beneficiary. The Agency shall release the guarantee within the following month.

#### **II.24.2 Further pre-financing payments**

Without prejudice to Articles II.24.5 and II.24.6, on receipt of the documents referred to in Article II.23.1, the Agency shall pay to the coordinator the new pre-financing instalment within 60 days.

Where the statement on the use of the previous pre-financing instalment submitted in accordance with Article II.23.1 shows that less than 70% of the previous pre-financing instalment paid has been used to cover costs of the action, the amount of the new pre-financing to be paid shall be reduced by the difference between the 70% threshold and the amount used.

#### **II.24.3 Interim payments**

Interim payments are intended to reimburse or cover the eligible costs incurred for the implementation of the action during the corresponding reporting periods.

Without prejudice to Articles II.24.5 and II.24.6, on receipt of the documents referred to in Article II.23.2, the Agency shall pay to the coordinator the amount due as interim payment within the time limit specified in Article I.4.2.

This amount shall be determined following approval of the request for interim payment and of the accompanying documents and in accordance with the fourth, fifth and sixth subparagraphs. Approval of the request for interim payment and of the accompanying documents shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information it contains.

Without prejudice to any ceiling set out in Article I.4.1 and to Articles II.24.5 and II.24.6, the amount due as interim payment shall be determined as follows:

- (a) where, in accordance with Article I.3(a), the grant takes the form of the reimbursement of eligible costs, the amount obtained by application of the reimbursement rate specified in that Article to the eligible costs of the action approved by the Agency for the concerned reporting period and the corresponding categories of costs, beneficiaries and affiliated entities; if Article I.4.1 specifies another reimbursement rate, this other rate shall be applied instead;
- (b) where, in accordance with Article I.3(b), the grant takes the form of a unit contribution, the amount obtained by multiplying the unit contribution specified in that Article by the actual number of units approved by the Agency for the concerned reporting period and for the corresponding beneficiaries and affiliated entities;

- (c) where, in accordance with Article I.3(c), the grant takes the form of a lump sum contribution, the lump sum specified in that Article for the corresponding beneficiaries and affiliated entities, subject to approval by the Agency of the proper implementation during the concerned reporting period of the corresponding tasks or part of the action in accordance with Annex I;
- (d) where, in accordance with Article I.3(d), the grant takes the form of a flat-rate contribution, the amount obtained by applying the flat rate referred to in that Article to the eligible costs or to the contribution accepted by the Agency for the concerned reporting period and the corresponding beneficiaries and affiliated entities.

Where Article I.3 provides for a combination of different forms of grant, these amounts shall be added.

Where Article I.4.1 requires that the interim payment clears all or part of the pre-financing paid to the beneficiaries, the amount of pre-financing to be cleared shall be deducted from the amount due as interim payment, as determined in accordance with the fourth and fifth subparagraphs.

#### **II.24.4 Payment of the balance**

The payment of the balance, which may not be repeated, is intended to reimburse or cover after the end of the period set out in Article I.2.2 the remaining part of the eligible costs incurred by the beneficiaries for its implementation. Where the total amount of earlier payments is greater than the final amount of the grant determined in accordance with Article II.25, the payment of the balance may take the form of a recovery as provided for by Article II.26.

Without prejudice to Articles II.24.5 and II.24.6, on receipt of the documents referred to in Article II.23.2, the Agency shall pay the amount due as the balance within the time limit specified in Article I.4.2.

This amount shall be determined following approval of the request for payment of the balance and of the accompanying documents and in accordance with the fourth subparagraph. Approval of the request for payment of the balance and of the accompanying documents shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information it contains.

The amount due as the balance shall be determined by deducting, from the final amount of the grant determined in accordance with Article II.25, the total amount of pre-financing and interim payments already made.

#### **II.24.5 Suspension of the time limit for payment**

The Agency may suspend the time limit for payment specified in Articles I.4.2 and II.24.2 at any time by formally notifying the coordinator that its request for payment cannot be met, either because it does not comply with the provisions of the Agreement, or because the appropriate supporting documents have not been produced, or because there is doubt about the eligibility of the costs declared in the financial statement.

The coordinator shall be notified as soon as possible of any such suspension, together with the reasons thereof.

Suspension shall take effect on the date when notification is sent by the Agency. The remaining payment period shall start to run again from the date on which the requested information or revised documents are received or the necessary further verification, including on-the-spot checks, is carried out. Where the suspension exceeds two months, the coordinator may request a decision by the Agency on whether the suspension is to be continued.

Where the time limit for payment has been suspended following the rejection of one of the technical reports or financial statements provided for by Article II.23 and the new report or statement submitted is also rejected, the Agency reserves the right to terminate the Agreement in accordance with Article II.16.3.1(c), with the effects described in Article II.16.4.

#### **II.24.6 Suspension of payments**

The Agency may, at any time during the implementation of the Agreement, suspend the pre-financing payments, interim payments or payment of the balance for all beneficiaries, or suspend the pre-financing payments or interim payments for any one or several beneficiaries:

- (a) if the Agency has evidence that a beneficiary has committed substantial errors, irregularities or fraud in the award procedure or in the implementation of the grant, or if a beneficiary fails to comply with its obligations under the Agreement;
- (b) if the Agency has evidence that a beneficiary has committed systemic or recurrent errors, irregularities, fraud or breach of obligations under other grants funded by the Union or by the European Atomic Energy Community which were awarded to that beneficiary under similar conditions, provided that those errors, irregularities, fraud or breach of obligations have a material impact on this grant; or
- (c) if the Agency suspects substantial errors, irregularities, fraud or breach of obligations committed by a beneficiary in the award procedure or in the implementation of the Agreement and needs to verify whether they have actually occurred.

Before suspending payments, the Agency shall formally notify the coordinator of its intention to suspend payments, specifying the reasons thereof and, in the cases referred to in points (a) and (b) of the first subparagraph, the necessary conditions for resuming payments. The coordinator shall be invited to make any observations on behalf of all beneficiaries within 30 calendar days from receipt of this notification.

If, after examination of the observations submitted by the coordinator, the Agency decides to stop the procedure of payment suspension, the Agency shall formally notify the coordinator thereof.

If no observations have been submitted or if, despite the observations submitted by the coordinator, the Agency decides to pursue the procedure of payment suspension, it may suspend payments by formally notifying the coordinator, specifying the reasons for the suspension and, in the cases referred to in points (a) and (b) of the first subparagraph, the definitive conditions for resuming payments or, in the case referred to in point (c) of the first subparagraph, the indicative date of completion of the necessary verification.

The coordinator shall inform the other beneficiaries immediately. The suspension of payments shall take effect on the date when the notification is sent by the Agency.

In order to resume payments, the beneficiaries shall endeavour to meet the notified conditions as soon as possible and shall inform the Agency of any progress made in this respect.

The Agency shall, as soon as it considers that the conditions for resuming payments have been met or the necessary verification, including on-the-spot checks, has been carried out, formally notify the coordinator thereof.

During the period of suspension of payments and without prejudice to the right to suspend the implementation of the action in accordance with Article II.15.1 or to terminate the Agreement or the participation of a beneficiary in accordance with Article II.16.1 and Article II.16.2, the coordinator is not entitled to submit any requests for payments and supporting documents referred to in Article II.23 or, where the suspension concerns the pre-financing payments or interim payments for one or several beneficiaries only, any requests for payments and supporting documents relating to the participation of the concerned beneficiary or beneficiaries in the action.

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

#### **II.24.7 Notification of amounts due**

The Agency shall formally notify the amounts due, specifying whether it is a further pre-financing payment, an interim payment or the payment of the balance. In the case of payment of the balance, it shall also specify the final amount of the grant determined in accordance with Article II.25.

#### **II.24.8 Interest on late payment**

On expiry of the time limits for payment specified in Articles I.4.2, II.24.1 and II.24.2, and without prejudice to Articles II.24.5 and II.24.6, the beneficiaries are entitled to interest on late payment at the rate applied by the European Central Bank for its main refinancing operations in euros ("the reference rate"), plus three and a half points. The reference rate shall be the rate in force on the first day of the month in which the time limit for payment expires, as published in the C series of the *Official Journal of the European Union*.

The first subparagraph shall not apply where all beneficiaries are Member States of the Union, including regional and local government authorities and other public bodies acting in the name and on behalf of the Member State for the purpose of this Agreement.

The suspension of the time limit for payment in accordance with Article II.24.5 or of payment by the Agency in accordance with Article II.24.6 may not be considered as late payment.

Interest on late payment shall cover the period running from the day following the due date for payment, up to and including the date of actual payment as established in Article II.24.10. The interest payable shall not be considered for the purposes of determining the final amount of grant within the meaning of Article II.25.3.

By way of derogation from the first subparagraph, when the calculated interest is lower than or equal to EUR 200, it shall be paid to the coordinator only upon request submitted within two months of receiving late payment.

#### **II.24.9 Currency for payments**

Payments by the Agency shall be made in euro.

#### **II.24.10 Date of payment**

Payments by the Agency shall be deemed to be effected on the date when they are debited to the Commission's account.

#### **II.24.11 Costs of payment transfers**

Costs of the payment transfers shall be borne in the following way:

- (a) costs of transfer charged by the bank of the Agency and/or the Commission shall be borne by the Agency and/or the Commission;

- (b) costs of transfer charged by the bank of a beneficiary shall be borne by the beneficiary;
- (c) all costs of repeated transfers caused by one of the parties shall be borne by the party which caused the repetition of the transfer.

#### **II.24.12 Payments to the coordinator**

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

### **ARTICLE II.25 – DETERMINING THE FINAL AMOUNT OF THE GRANT**

#### **II.25.1 Calculation of the final amount**

Without prejudice to Articles II.25.2, II.25.3 and II.25.4, the final amount of the grant shall be determined as follows:

- (a) where, in accordance with Article I.3(a), the grant takes the form of the reimbursement of eligible costs, the amount obtained by application of the reimbursement rate specified in that Article to the eligible costs of the action approved by the Agency for the corresponding categories of costs, beneficiaries and affiliated entities;
- (b) where, in accordance with Article I.3(b), the grant takes the form of a unit contribution, the amount obtained by multiplying the unit contribution specified that Article by the actual number of units approved by the Agency for the corresponding beneficiaries and affiliated entities;
- (c) where, in accordance with Article I.3(c), the grant takes the form of a lump sum contribution, the lump sum specified in that Article for the corresponding beneficiaries and affiliated entities, subject to approval by the Agency of the proper implementation of the corresponding tasks or part of the action in accordance with Annex I;
- (d) where, in accordance with Article I.3(d), the grant takes the form of a flat-rate contribution, the amount obtained by applying the flat rate referred to in that Article to the eligible costs or to the contribution accepted by the Agency for the corresponding beneficiaries and affiliated entities.

Where Article I.3 provides for a combination of different forms of grant, these amounts shall be added.

#### **II.25.2 Maximum amount**

The total amount paid to the beneficiaries by the Agency may in no circumstances exceed the maximum amount specified in Article I.3.

Where the amount determined in accordance with Article II.25.1 exceeds this maximum amount, the final amount of the grant shall be limited to the maximum amount specified in Article I.3.

#### **II.25.3 No-profit rule and taking into account of receipts**

**II.25.3.1** The grant may not produce a profit for the beneficiaries, unless specified otherwise in the Special Conditions. "Profit" shall mean a surplus of the receipts over the eligible costs of the action.

**II.25.3.2** The receipts to be taken into account are the consolidated receipts established, generated or confirmed on the date on which the request for payment of the balance is drawn up by the coordinator, which fall within one of the following two categories:

- (a) income generated by the action; or
- (b) financial contributions specifically assigned by the donors to the financing of the eligible costs of the action reimbursed by the Agency in accordance with Article I.3(a)(i).

**II.25.3.3** The following shall not be considered as receipts to be taken into account for the purpose of verifying whether the grant produces a profit for the beneficiaries:

- (a) financial contributions referred to in point (b) of Article II.25.3.2, which may be used by the beneficiaries to cover costs other than the eligible costs under the Agreement;
- (b) financial contributions referred to in point (b) of Article II.25.3.2, the unused part of which is not due to the donors at the end of the period set out in Article I.2.2.

**II.25.3.4** The eligible costs to be taken into account are the consolidated eligible costs approved by the Agency for the categories of costs reimbursed in accordance with Article I.3(a).

**II.25.3.5** Where the final amount of the grant determined in accordance with Articles II.25.1 and II.25.2 would result in a profit for the beneficiaries, the profit shall be deducted in proportion to the final rate of reimbursement of the actual eligible costs of the action approved by the Agency for the categories of costs referred to in Article I.3(a)(i). This final rate shall be calculated on the basis of the final amount of the grant in the form referred to in Article I.3(a)(i), as determined in accordance with Articles II.25.1 and II.25.2.

**II.25.4 Reduction for poor, partial or late implementation**

Without prejudice to the right to terminate the Agreement referred to in Article II.16 and without prejudice to the right of the Agency to apply penalties referred to in Article II.17, if the action is not implemented or is implemented poorly, partially or late, the Agency may reduce the grant initially provided for, in line with the actual implementation of the action according to the terms laid down in the Agreement.

**ARTICLE II.26 -- RECOVERY**

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

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

**II.26.2 Recovery after payment of the balance**

Where an amount is to be recovered in accordance with Articles II.27.6, II.27.7 and II.27.8, the beneficiary concerned by the audit or OLAF findings shall repay the Agency the amount in question. Where the audit findings do not concern a specific beneficiary, the coordinator shall repay the Agency the amount in question, even if it has not been the final recipient of the amount due.

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

**II.26.3 Recovery procedure**

Before recovery, the Agency shall formally notify the beneficiary concerned of its intention to recover the amount unduly paid, specifying the amount due and the reasons for recovery and inviting the beneficiary to make any observations within a specified period.

If no observations have been submitted or if, despite the observations submitted by the beneficiary, the Agency decides to pursue the recovery procedure, the Agency may confirm recovery by formally notifying to the beneficiary a debit note ("debit note"), specifying the terms and the date for payment.

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

- (a) by offsetting it against any amounts owed to the beneficiary concerned by the Union or the European Atomic Energy Community (Euratom) ("offsetting"); in exceptional circumstances, justified by the necessity to safeguard the financial interests of the Union, the Agency may recover by offsetting before the due date; the beneficiary's prior consent shall not be required; an action may be brought against such offsetting before the General Court of the European Union pursuant to Article 263 TFEU;
- (b) by drawing on the financial guarantee where provided for in accordance with Article I.4.1 ("drawing on the financial guarantee");
- (c) by holding the beneficiaries jointly and severally liable up to the value of the contribution that the beneficiary held liable is entitled to receive. This contribution shall be that indicated in the estimated budget breakdown as set out in Annex III as last amended;
- (d) by taking legal action in accordance with Article II.18.2 or with the Special Conditions or by adopting an enforceable decision in accordance with Article II.18.3.

For the purposes of point (c) of the third subparagraph, the beneficiaries shall not be jointly and severally liable for financial penalties which could be imposed on any defaulting beneficiary in accordance with Article II.17.

#### **II.26.4 Interest on late payment**

If payment has not been made by the date set out in the debit note, the amount due shall bear interest at the rate established in Article II.24.8. Interest on late payment shall cover the period running from the day following the due date for payment, up to and including the date when the Agency and/or the Commission actually receives payment in full of the outstanding amount.

Any partial payment shall first be appropriated against charges and interest on late payment and then against the principal.

#### **II.26.5 Bank charges**

Bank charges incurred in connection with the recovery of the sums owed to the Agency and/or the Commission shall be borne by the beneficiary concerned except where 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 applies.

### **ARTICLE II.27 – CHECKS, AUDITS AND EVALUATION**

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

The Agency and/or the Commission may carry out technical and financial checks and audits in relation to the use of the grant. It may also check the statutory records of the beneficiaries for the purpose of periodic assessments of lump sum, unit cost or flat-rate amounts.

Information and documents provided in the framework of checks or audits shall be treated on a confidential basis.

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

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

Such checks, audits or evaluations may be initiated during the implementation of the Agreement and for a period of five years starting from the date of payment of the balance. This period shall be limited to three years in case the maximum amount specified in Article I.3 is not more than EUR 60 000.

The check, audit or evaluation procedure shall be deemed to be initiated on the date of receipt of the letter of the Agency or the Commission announcing it.

#### **II.27.2 Duty to keep documents**

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

This period shall be limited to three years if the maximum amount specified in Article I.3 is not more than EUR 60 000.

The periods set out in the first and second subparagraphs shall be longer if there are on-going audits, appeals, litigation or pursuit of claims concerning the grant, including in the case referred to in Article II.27.7. In such cases, the beneficiaries shall keep the documents until such audits, appeals, litigation or pursuit of claims are closed.

#### **II.27.3 Obligation to provide information**

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

Where a check or audit is initiated after payment of the balance, such information shall be provided by the beneficiary concerned.

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

- (a) any cost insufficiently substantiated by information provided by the beneficiary as ineligible;
- (b) any unit, lump sum or flat-rate contribution insufficiently substantiated by information provided by the beneficiary as undue.

#### **II.27.4 On-the-spot visits**

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

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

In case the beneficiary concerned refuses to provide access to the sites, premises and information in accordance with the first and second subparagraphs, the Agency and/or the Commission may consider:

- (a) any cost insufficiently substantiated by information provided by the beneficiary as ineligible;
- (b) any unit, lump sum or flat-rate contribution insufficiently substantiated by information provided by the beneficiary as undue.

#### **II.27.5 Contradictory audit procedure**

On the basis of the findings made during the audit, a provisional report ("draft audit report") shall be drawn up. It shall be sent by the Agency and/or the Commission or its authorised representative to the beneficiary concerned, which shall have 30 days from the date of receipt to submit observations. The final report ("final audit report") shall be sent to the beneficiary concerned within 90 days of expiry of the time limit for submission of observations, unless the observations submitted by the beneficiary lead to further audit work, checks or discussions by the Agency and/or the Commission or its authorised representative.

#### **II.27.6 Effects of audit findings**

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

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

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

**II.27.7.1** The Agency and/or the Commission may take all measures which it considers necessary, including recovery at the time of payment of the balance or after payment of the balance of all or part of the payments made by it under the Agreement, in accordance with Article II.26, where the following conditions are fulfilled:

- (a) the beneficiary is found, on the basis of an audit of other grants awarded to it 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) the final audit report containing the findings of the systemic or recurrent errors, irregularities, fraud or breach of obligations is received by the beneficiary within the period referred to in Article II.27.1.

**II.27.7.2** The Agency and/or the Commission shall determine the amount to be corrected under the Agreement:

- (a) wherever possible and practicable, on the basis of costs unduly declared as eligible under the Agreement.

For that purpose, the beneficiary concerned shall revise the financial statements submitted under the Agreement taking account of the findings and resubmit them to the Agency and/or the Commission within 60 days from the date of receipt of the final audit report containing the findings of the systemic or recurrent errors, irregularities, fraud or breach of obligations.

In the case of systemic or recurrent errors, irregularities, fraud or breach of obligations found after the payment of the balance, the amount to be recovered shall correspond to the difference between the revised final amount of the grant, determined in accordance with Article II.25 on the basis of the revised eligible costs declared by the beneficiary and approved by the Agency and/or by the Commission, and the total amount paid to the beneficiaries under the Agreement for the implementation of the action;

- (b) where it is not possible or practicable to quantify precisely the amount of ineligible costs under the Agreement, by extrapolating the correction rate applied to the eligible costs for the grants for which the systemic or recurrent errors or irregularities have been found.

The Agency and/or the Commission shall formally notify the extrapolation method to be applied to the beneficiary concerned, which shall have 60 days from the date of receipt of the notification to submit observations and to propose a duly substantiated alternative method.

If the Agency and/or the Commission accepts the alternative method proposed by the beneficiary, it shall formally notify the beneficiary concerned thereof and determine the revised eligible costs by applying the accepted alternative method.

If no observations have been submitted or if the Agency and/or the Commission does not accept the observations or the alternative method proposed by the beneficiary, the Agency and /or the Commission shall formally notify the beneficiary concerned thereof and determine the revised eligible costs by applying the extrapolation method initially notified to the beneficiary.

In the case of systemic or recurrent errors, irregularities, fraud or breach of obligations found after the payment of the balance, the amount to be recovered shall correspond to the difference between the revised final amount of the grant, determined in accordance with Article II.25 on the basis of the revised eligible costs after extrapolation, and the total amount paid to the beneficiaries under the Agreement for the implementation of the action; or

- (c) where ineligible costs cannot serve as a basis for determining the amount to be corrected, by applying a flat rate correction to the maximum amount of the grant specified in Article I.3 or part thereof, having regard to the principle of proportionality.

The Agency and/or the Commission shall formally notify the flat rate to be applied to the beneficiary concerned, which shall have 60 days from the date of receipt of the notification to submit observations and to propose a duly substantiated alternative flat rate.

If the Agency and/or the Commission accepts the alternative flat rate proposed by the beneficiary, it shall formally notify the beneficiary concerned thereof and correct the grant amount by applying the accepted alternative flat rate.

If no observations have been submitted or if the Agency and/or the Commission does not accept the observations or the alternative flat rate proposed by the beneficiary, the Agency and/or the Commission shall formally notify the beneficiary concerned thereof and correct the grant amount by applying the flat rate initially notified to the beneficiary.

In the case of systemic or recurrent errors, irregularities, fraud or breach of obligations found after the payment of the balance, the amount to be recovered shall correspond to the difference between the revised final amount of the grant after flat-rate correction and the total amount paid to the beneficiaries under the Agreement for the implementation of the action.

#### **II.27.8 Checks and inspections by OLAF**

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

By virtue of Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities and Regulation (EU, EURATOM) No 883/2013 of the European Parliament and the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF), OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against fraud and other irregularities.

Where appropriate, OLAF findings may lead to recovery by the Agency and/or the Commission.

#### **II.27.9 Checks and audits by the European Court of Auditors**

The European Court of Auditors shall have the same rights as the Agency and the Commission, notably right of access, for the purpose of checks and audits.



## ANNEX III

### Estimated budget of the action

### Maximum Grant contribution to the project costs

	EUR
<b>I STAFF COSTS</b>	<b>307.372,00</b>
<b>II TRAVEL COSTS</b>	<b>177.155,00</b>
<b>III COSTS OF STAY</b>	<b>276.840,00</b>
<b>IV EQUIPMENT</b>	<b>69.436,25</b>
<b>V SUBCONTRACTING</b>	<b>9.499,00</b>
<b>VI EXCEPTIONAL COSTS</b>	<b>0,00</b>
<b>TOTAL GRANT CONTRIBUTION (total I – VI)</b>	<b>840.302,25</b>



# **ANNEX IV**

**List of beneficiaries (and affiliated entities  
when applicable)**

**and**

**Mandates provided to the coordinator by the  
other beneficiaries**



### ANNEX IV - List of Beneficiaries

#### 598797-EPP-1-2018-1-EL-EPPKA2-CBHE-JP

Co-beneficiary Institutions	PIC	City	Country
ACADEMY OF ATHENS	999817801	ATHENS	EL
ASSAM AGRICULTURAL UNIVERSITY	915482800	JORHAT	IN
INTERNATIONAL CROPS RESEARCH INSTITUTE FOR THE SEMI-ARID TROPICS	998747891	ANDHRA PRADES	IN
TEZPUR UNIVERSITY	988872086	ASSAM	IN
UNIVERSITA DEGLI STUDI DI MILANO	999995796	MILANO	IT
UNIVERSITA POLITECNICA DELLE MARCHE	999888888	ANCONA	IT
UNIVERSITY OF AGRICULTURAL SCIENCES, DHARWAD	907870822	DHARWAD	IN
Co-ordinator	PIC	City	Country
AGRICULTURAL UNIVERSITY OF ATHENS	998872218	ATHENS	EL



# MANDATE<sup>1</sup>

I, the undersigned,

**Stephanos D. Imellos, Vice President of the Academy of Athens,**

representing,

**ACADEMY OF ATHENS (AA)**  
Institution, Public, Non profit  
official registration No: N/A  
28 Panepistimiou, Athens 10679, Greece  
VAT number: EL090249115  
PIC number: 999817801

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement *Strengthening education, research and innovation for climate smart crops in India (AdaptNET)* (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency") hereby:

## 1. Mandate

**Agricultural University of Athens (AUA)**  
University or Higher Institution (tertiary level), Public, Non profit  
official registration No: N/A  
75 Iera Odos, Athens 11855, Greece  
VAT number: EL090042767  
PIC number: 999872218

represented by **Prof. Stavros Zografakis, Deputy Rector of AUA**  
(Hereinafter referred to as "the coordinator")

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

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

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

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

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

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

SIGNATURE<sup>2</sup>

Stephanos D. Imellos  
Vice President of the Academy of Athens

Done at Athens, 13<sup>th</sup> December 2018

<sup>1</sup> One copy of this Annex shall be included for each beneficiary except for the coordinator.

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

# MANDATE<sup>1</sup>

I, the undersigned,

Prof. Kamal Malla Bujarbaruah,

representing,

Assam Agricultural University AAU  
State Agricultural University  
Assamactx/v1968  
Jorhat 785 013, Assam, India  
VAT number:  
PIC number: 915482800

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement *Strengthening education, research and innovation for climate smart crops in India (AdaptNET)* (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency") hereby:

## 1. Mandate

Agricultural University of Athens (AUA)  
University or Higher Institution (tertiary level), Public, Non profit  
official registration No: N/A  
75 Iera Odos, Athens 11855, Greece  
VAT number: EL090042767  
PIC number: 999872218

represented by Prof. Stavros Zografakis, Deputy Rector of AUA  
(Hereinafter referred to as "the coordinator")

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

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

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

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

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

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

SIGNATURE<sup>2</sup>

Kamal Malla Bujarbaruah

for Vice-Chancellor  
Vice-Chancellor  
Assam Agricultural University  
JORHAT-785013

Done at Jorhat, 5<sup>th</sup> February, 2018

<sup>1</sup> One copy of this Annex shall be included for each beneficiary except for the coordinator.

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

# MANDATE<sup>1</sup>

I, the undersigned,

**Peter Carberry,**

representing,

**[International Crops Research Institute for the Semi-Arid Tropics] [ICRISAT]**

[official legal status or form - International Organisation]

[official registration No- Not applicable]

[Patancheru 502324, Hyderabad, Telangana State, India]

VAT number: N/A

PIC number: 998747891

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement (*Strengthening education, research and innovation for climate smart crops in SouthEast Asia /AdaptNET*) (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency") hereby:

## 1. Mandate

**[Agricultural University of Athens] [AUA]**

[University of Higher Education Institution (tertiary level)]: Public, Non profit

[official registration No] - N/A

[75 Iera Odos, Athens 11855, Greece]

VAT number: EL090042767

PIC number: 999872218

represented by **[Associate Professor Stavros Zografakis, Deputy Rector of AUA]**

(Hereinafter referred to as "the coordinator")

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

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

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

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

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

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

SIGNATURE<sup>2</sup>

Peter Carberry

Director General, ICRISAT



**Peter S. Carberry**

Director General  
International Crops Research Institute for the  
Semi-Arid Tropics (ICRISAT)  
Patancheru P.O., Pin: 502 324  
Hyderabad, India

Done at Hyderabad, 04 December 2018

<sup>1</sup> One copy of this Annex shall be included for each beneficiary except for the coordinator.

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



# MANDATE<sup>1</sup>

I, the undersigned,

**Madan M Sarma,**

representing,

**Tezpur University, [Tezu]**  
[Central University]

[Napaam, Tezpur, Sonitpur, Assam, PIN 784028 India]

VAT number:

PIC number: 968872085

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement *Strengthening education, research and innovation for climate smart crops in India (AdaptNET)* (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency") hereby:

## 1. Mandate

Agricultural University of Athens (AUA)  
University or Higher Institution (tertiary level), Public, Non profit  
official registration No: N/A  
75 Iera Odos, Athens 11855, Greece  
VAT number: EL090042767  
PIC number: 999872218

represented by **Prof. Stavros Zografakis, Deputy Rector of AUA**  
(Hereinafter referred to as "the coordinator")

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

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

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

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

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

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

SIGNATURE<sup>2</sup>

[Madan M Sarma]

[Vice Chancellor]

[Signature and Stamp]

কুলাচলি  
তেজপুৰ বিশ্ববিদ্যালয়  
Chancellor  
Tezpur University

Done at [Tezpur], [02 February, 2018]

<sup>1</sup> One copy of this Annex shall be included for each beneficiary except for the coordinator

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

# MANDATE<sup>1</sup>

I, the undersigned,

**Gianluca Vago,**

representing,

**Università degli Studi di Milano [UMIL]**  
Public body  
Regio Decreto 2012 of 30/09/1923  
Via Festa del Perdono, 7 - 20122 Milano Italy  
VAT number: 03064870151  
PIC number: 999995796

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement *Strengthening education, research and innovation for climate smart crops in India (AdaptNET)* (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency") hereby:

## 1. Mandate

**Agricultural University of Athens (AUA)**  
University or Higher Institution (tertiary level), Public, Non profit  
official registration No: N/A  
75 Iera Odos, Athens 11855, Greece  
VAT number: EL090042767  
PIC number: 999872218

represented by **Prof. Stavros Zografakis, Deputy Rector of AUA**  
(Hereinafter referred to as "the coordinator")

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

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

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

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

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

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

SIGNATURE<sup>2</sup>

Gianluca Vago

Rector

Done at Milano, [ 03 FEB. ]

<sup>1</sup> One copy of this Annex shall be included for each beneficiary except for the coordinator.

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

# MANDATE<sup>1</sup>

I, the undersigned,

**Sauro LONGHI,**

representing,

**Polytechnic University of Marche [UNIVPM]**

Public body, established in 1969

official registration No: N/A

**Piazza Roma 22 - 60121, Ancona, Italy**

**VAT number: PI00382520427**

**PIC number: 99866689**

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement *Strengthening education, research and innovation for climate smart crops in India (AdaptNET)* (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency") hereby:

## 1. Mandate

**Agricultural University of Athens (AUA)**

University or Higher Institution (tertiary level), Public, Non profit

official registration No: N/A

**75 Iera Odos, Athens 11855, Greece**

**VAT number: EL090042767**

**PIC number: 999872218**

represented by **Prof. Stavros Zografakis, Deputy Rector of AUA**  
(hereinafter referred to as "the coordinator")

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

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

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

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

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

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

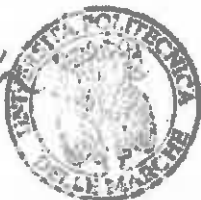
SIGNATURE<sup>2</sup>

Sauro LONGHI

Rector

[Signature and stamp]

Done at Ancona, 02/02/2018



<sup>1</sup> One copy of this Annex shall be included for each beneficiary except for the coordinator.

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

## MANDATE I

I, the undersigned, D.P. Biradar,

Representing,

University of Agricultural Sciences Dharwad (Karnataka State), India

GST number: 2988JU0219P1ZN

PIC number: 907370822

Hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement *Strengthening education, research and innovation for climate smart crops in India (AdaptINET)* (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency") hereby:

### 1. Mandate

Agricultural University of Athens (AUA)

University or Higher Institution (tertiary level), Public, Nonprofit official  
registration No: N/A .75 Iera Odos, Athens 11855, Greece

VAT number: EL090042767

PIC number: 999872218

Represented by Prof. Stavros Zografakis, Deputy Rector of AUA (hereinafter referred to as "the coordinator")

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

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

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

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

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

SIGNATURE:

(D.P. Biradar)

Vice-Chancellor

(Signature)

Done at Dharwad on 2-2-2018

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

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

# ANNEXES V and VI

## Model Technical implementation report(s) and Model Financial statement(s)

The implementation reports, summary reports for publication, financial statements and other documents must be submitted by the beneficiary in the language of the grant agreement in accordance with the templates, the instructions and guidelines for the use of the grant provided on the website of the Executive Agency:

[http://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space\\_en](http://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space_en)

Reports and Pre-financing		Deadlines
By way of derogation from Article IL23.1 : Mid-term Report and Pre-financing payment:	<ul style="list-style-type: none"> <li>◦ Progress report on implementation of the action</li> <li>◦ Summary report for publication</li> <li>◦ Statement on the use of the previous pre-financing instalment (Annex VI)</li> </ul>	<b>not later than half way through the eligibility period</b>
	<ul style="list-style-type: none"> <li>◦ Statement on the use of the previous pre-financing instalment (Annex VI)</li> <li>◦ Request for payment (Annex VI)</li> </ul>	<b>no specific deadline, but not before the submission of the Progress report on implementation of the action</b>
<b>Final Report:</b>	<ul style="list-style-type: none"> <li>◦ Final report on implementation of the action</li> <li>◦ Summary report for publication</li> <li>◦ Final financial statement and request for payment, including the financial tables for each budget heading</li> <li>◦ For all grants an (Audit) certificate on the financial statements and underlying accounts (Report of Factual Findings on the Final Financial Report – Type II)</li> </ul>	<b>two months after the end of the eligibility period</b>

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

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

## ANNEX VII

### Guidance notes – Report of Factual Findings on the Final Financial Report – Type II

As stated in Article I.4.1 of the Grant Agreement an (Audit) Certificate on the financial statements and underlying accounts (Report of Factual Findings on the Final Financial Report – Type II) must be sent with the Final Report.

You will find as guidance note the template "(Audit) Certificate on the financial statements and underlying accounts" on the website of the Executive Agency:

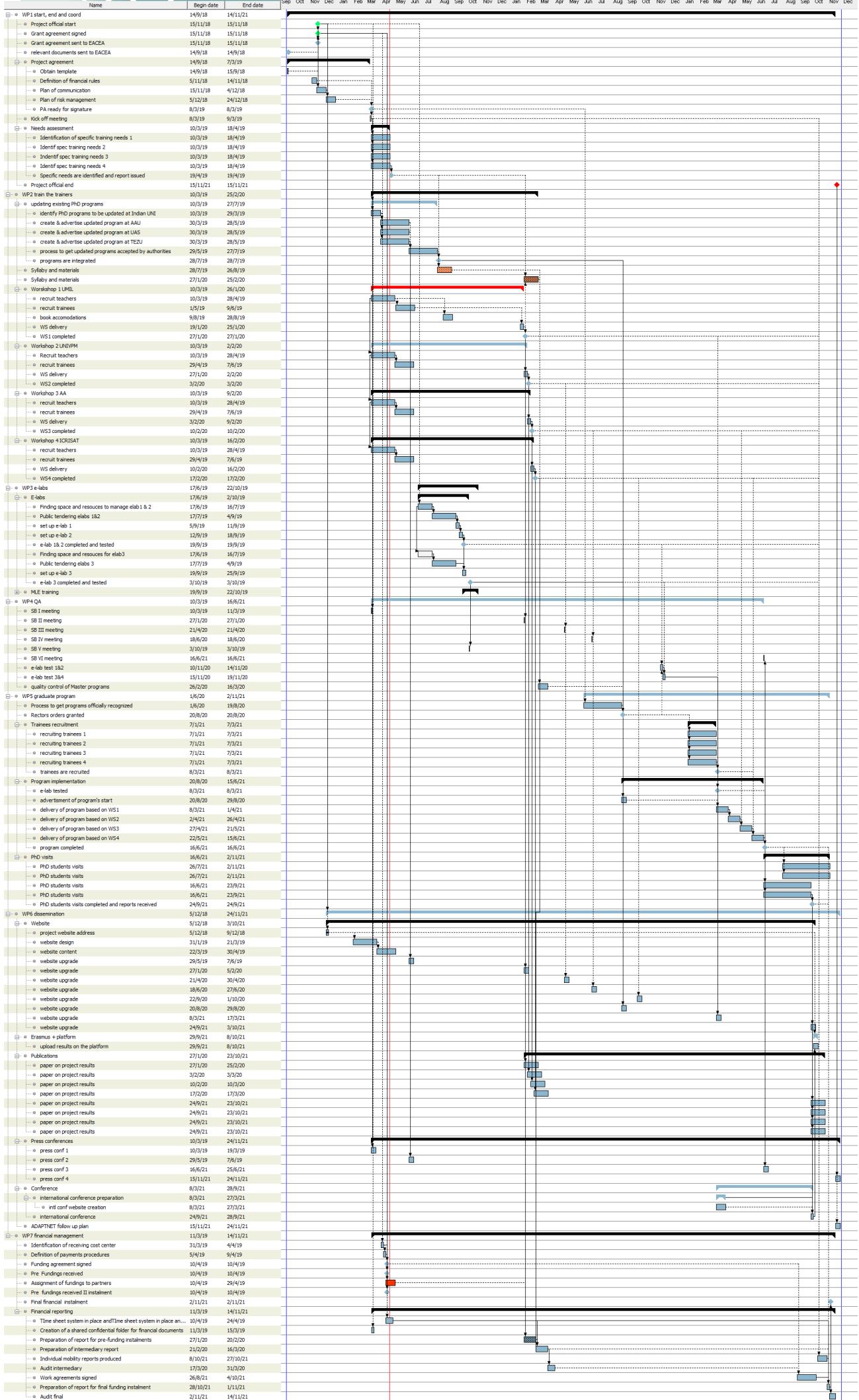
[http://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space\\_en](http://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space_en)

## **ANNEX VIII**

**Model terms of reference for the operational  
verification report: not applicable**

# **ANNEX II**

## AdaptNET Gantt diagram



# **ANNEX III**

AdaptNET approved budget



## ANNEX IV: Requested and Eligible Budget of the Action

Reference Number: 598797-EPP-1-2018-1-EL-EPPKA2-CBHE-JP

The budget of your project has been revised following the assessment and financial analysis by the Evaluation Committee. Please refer to the table and comments below for further details on the changes that have been applied.

To confirm that the project consortium will be able to implement the project and to achieve all its objectives and outcomes as described in your application, please sign this document and send a scanned copy back to the Education, Audiovisual and Culture Executive Agency (Unit A4) by 14/09/2018 at the latest together with the completed Annex II using the following email address:

Mr Eric HENG VONG  
eacea-eplus-cbhe-projects@ec.europa.eu

Please note that the document must be signed by the legal representative of the applicant organisation as indicated in the application.

Item Number	Heading	EU Grant Requested	Ineligible Costs	Maximum EU Grant Proposed	Share of Total Max EU Grant
1	Staff costs	307,372.00	0.00	307,372.00	36.6%
2	Travel and subsistence	177,155.00	0.00	177,155.00	21.1%
3	Costs of stay	276,840.00	0.00	276,840.00	32.9%
4	Equipment	92,154.00	-22,717.75	69,436.25	8.3%
5	Subcontracting	9,499.00	0.00	9,499.00	1.1%
<b>Total EU Grant</b>		<b>863,020.00</b>	<b>-22,717.75</b>	<b>840,302.25</b>	<b>100.0%</b>

### Information on ineligible costs

Equipment costs (-22.717,75€) for P7 "International Crops Research Institute for the Semi-Arid Tropics" are not eligible because the organisation is not a Higher Education Institution.

I hereby confirm that the project consortium is able to implement this project and to achieve all its objectives and outcomes as described in our application with the amended budget.

Stavros Zografakis

Name of legal representative

Athens, 12/11/2018

place, date

Signature of legal representative

# **ANNEX IV**

Programme Guide (version 2018)

[https://eacea.ec.europa.eu/sites/eacea-site/files/750MB/programme\\_guide\\_version\\_1\\_2018.pdf](https://eacea.ec.europa.eu/sites/eacea-site/files/750MB/programme_guide_version_1_2018.pdf)

# **ANNEX V**

Distribution of funds allocated to each  
Beneficiary

Before completing this table please read carefully the instructions available on [the EACEA website](#)

**CALL FOR PROPOSALS 2018 – EAC/A05/2017 - Erasmus+ Programme (2017/C 361/04)**

Programme guide and instructions for applicants

Action	Joint Project
Duration number of months	36
Project Acronym	AdaptNET
Project Title	Strengthening education, research and innovation for climate smart crops in India

**EU GRANT REQUESTED FROM THE EUROPEAN UNION (in EUR)**

1. Staff Costs	307,372.00	Cannot exceed 40% of total Grant requested
2. Travel Costs + Exceptional Travel Costs	177,155.00	
3. Costs of Stay	276,840.00	
4. Equipment Costs	69,436.25	Cannot exceed 30% of Total Grant requested <span style="color: red;">Please check data in Tab '4. Equipment Costs'</span>
5. Subcontracting Costs	9,499.00	Cannot exceed 10% of Total Grant requested
<b>Total Grant requested from the European Union</b>	<b>840,302.25</b>	<b>Should be equal or above EUR 500.000,00 and cannot exceed EUR 1.000.000,00</b>

**DISTRIBUTION OF THE GRANT BY ORGANISATION (in EUR)**

Partner N°	Name of Partner	Country	PR/PA	1. Staff Costs	2. Travel Costs	3. Costs of Stay	4. Equipment Costs	5. Subcontracting Costs	Total Costs (in EUR)
P1	Agricultural University of Athens	Greece	Programme Countries	75,490.00	31,655.00	30,600.00	-	9,499.00	147,244.00
P2	University of Milano	Italy	Programme Countries	77,110.00	13,585.00	23,760.00	-	-	114,455.00
P3	Academy of Athens	Greece	Programme Countries	36,670.00	13,685.00	22,920.00	-	-	73,275.00
P4	Polytechnic University of Marche	Italy	Programme Countries	59,840.00	14,035.00	23,520.00	-	-	97,395.00
P5	Assam Agricultural University	India	Partner Countries	16,510.00	26,790.00	45,600.00	23,743.75	-	112,643.75
P6	Tezpur University	India	Partner Countries	13,244.00	26,230.00	43,320.00	22,634.75	-	105,428.75
P7	International Crops Research Institute for Semi-Arid Tropics	India	Partner Countries	12,914.00	24,615.00	43,320.00	-	-	80,849.00
P8	University of Agricultural Sciences, Dharwad	India	Partner Countries	15,594.00	26,560.00	43,800.00	23,057.75	-	109,011.75
P9				-	-	-	-	-	-
P10				-	-	-	-	-	-
P11				-	-	-	-	-	-
P12				-	-	-	-	-	-
P13				-	-	-	-	-	-
P14				-	-	-	-	-	-
P15				-	-	-	-	-	-
P16				-	-	-	-	-	-
P17				-	-	-	-	-	-
P18				-	-	-	-	-	-
P19				-	-	-	-	-	-
P20				-	-	-	-	-	-
P21				-	-	-	-	-	-
P22				-	-	-	-	-	-
P23				-	-	-	-	-	-
P24				-	-	-	-	-	-
P25				-	-	-	-	-	-
P26				-	-	-	-	-	-
P27				-	-	-	-	-	-
P28				-	-	-	-	-	-
P29				-	-	-	-	-	-