



Education, Audiovisual and Culture Executive Agency

## **Erasmus+ Programme**

### **Capacity-Building projects in the field of Higher Education (E+CBHE)**

## **Partnership Agreement**

**Between**

**Université de Paris, France**

**and**

**Universidad Nacional de Ingeniería, Peru**

**Project number : 610456-EPP-1-2019-1-FR-EPPKA2-  
CBHE-JP**

*Latin American alliance for Capacity buildiNG in Advanced  
physics (LA-CoNGA physics)*

# **Partnership Agreement**

**PROJECT REFERENCE : 610456-EPP-1-2019-1-FR-EPPKA2-CBHE-JP**  
**LA-CoNGA physics**

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

Université de Paris  
Établissement public à caractère scientifique, culturel et professionnel

85, Boulevard Saint-Germain  
75006 Paris France

hereinafter referred to as the “coordinator”, represented for the purposes of signature of the Agreement by Christine Clerici, Présidente, the legal representative as defined in the Grant Agreement 610456-EPP-1-2019-1-FR-EPPKA2-CBHE-JP,

and the following beneficiary:

Universidad Nacional de Ingeniería – established in Peru

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

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 “beneficiary”.

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 Erasmus+ CBHE action Latin American alliance for Capacity building in Advanced physics (LA-CoNGA physics) (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 610456-EPP-1-2019-1-FR-EPPKA2-CBHE-JP, 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 21 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.

1.5 The project reunites a consortium of eleven institutions of higher education. The present agreement is bilateral but every partner will follow the same general rules for the matter of this project.

## **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 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.

2.3 The present Agreement shall remain in force until the coordinator has been discharged in full of its obligations arising from the Grant Agreement signed with the Executive Agency.

## **Article 3** **Obligations and responsibilities**

3.1 General obligations and role of the parties (including the coordinator).

The beneficiary:

- (a) is jointly responsible for carrying out the activities attributed to it, 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 its abilities to achieve the defined results and taking full responsibility for its 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) is jointly responsible for complying with any legal obligations incumbent on it jointly or individually;

- (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 jointly along with the coordinator responsible for the sound financial management and cost efficiency of the funds allocated to the project.

### 3.2 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 beneficiary and the Executive Agency, and inform the beneficiary of any relevant communication exchanged with the Executive Agency;
- (c) inform the beneficiary 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) as the sole recipient of payments on behalf of all beneficiaries, transfer funds to the beneficiary without unjustified delay and in accordance with the dispositions for payments laid down in Article 5 of this Agreement;
- (e) manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Agreement;
- (f) comply with all reporting requirements *vis-à-vis* the Executive Agency, as per the dispositions of Article 1.4 of the Grant Agreement. The coordinator shall not delegate any part of this task to any party;
- (g) establish payment requests on behalf of the beneficiary, as per the dispositions of Article 1.4 of the Grant Agreement;
- (h) 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;
- (i) provide the beneficiary with official documents related to the project, such as the signed Grant Agreement and its annexes, the various reports templates and any other relevant document concerning the project;
- (j) transmit to the beneficiary 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.
- (k) Shall be jointly along with the beneficiary responsible for the sound financial management and cost efficiency of the funds allocated to the project.

### 3.3 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 partners of the project;
- (b) support the coordinator in fulfilling its tasks according to the Grant Agreement;
- (c) 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;
- (d) provide the coordinator with any other information or documents it may require and which are necessary for the management of the project;
- (e) 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.);

- (f) inform the coordinator of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative;
- (g) comply with Erasmus+ and national rules, including rules on public procurement, state aid, publicity and equal opportunities;
- (h) be responsible for the sound financial management of the funds allocated to the beneficiary;
- (i) prepare and submit to the partners and coordinator reports in timely manner;
- (k) submit beforehand to the coordination for its authorisation, any intention of equipment purchase and subcontracting procedures.

### 3.4. Governance Structure.

Regular consortium meetings are carried out regularly in order to assure the effective development of the project activities. The consortium meetings assemble the European principal investigator (PI), Latin American principal investigator (co-PI), the deputy principal investigator, the project manager (PM), and at least one representative for each partner institution (both beneficiaries and associated).

All important decisions during the duration of the project are made collectively. Any eventual modification and amendments of the project, budget breakdown and general decisions must be discussed within the consortium.

In case of disagreement, the coordination executive board integrated by both PI, deputy coordinator and PM will make the final decision.

## Article 4 Financing the action

**4.1** The maximum Erasmus+ grant contribution to the project for the contractual period covered by the Grant Agreement amounts to EUR 899 595,00 and shall take the form as stipulated in Annex III of the Grant Agreement.

**4.2** 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

**4.3** 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 commit to provide additional resources to the project so as to ensure its full implementation in accordance with the Grant Agreement.

**4.4** Full details of the estimated budget breakdown per funding source, beneficiary and budget category is given in Annex I of this Agreement.

## Article 5 Payment arrangements

**5.1** The coordinator will transfer the part of the Erasmus+ grant contribution corresponding to the beneficiary using the accounts stipulated in Annex IV of this Agreement. All payments shall be made to the beneficiary bank account, denominated in EURO. If the bank account of the beneficiary changes, the new bank account details need to be communicated in a timely manner to the coordinator by filling in the form which includes the details given in Annex IV of this Agreement, signed by legal representative of the beneficiary.

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

The coordinator will transfer to the respective account of the beneficiary in advance of the actual activities (/expenditures) part of the estimated Erasmus+ grant contribution identified under Annex 1 of this Agreement, in the following way:

1. Provided that the coordinator has received the first pre-financing payment from the Executive Agency, the coordinator will transfer 30% of the beneficiary's total Erasmus+ grant budget, deducted for the funds intended for equipment purchase (if applicable) at the time of signature of the Agreement in the following 60 days, depending on the status of the project and the scope of the performance and provided the coordinator has received all the supporting documents of expenses and/or activities from the beneficiary (as referred in this Project's Grant Agreement in Annex V,VI,VII) of the Erasmus+ grant contribution).
2. The next 40% of the estimated Erasmus+ grant contribution will follow the same conditions, as long as the coordinator has received the second pre-financing payment from the Executive Agency following the procedures described in the Article II.22 of the Project's Grant Agreement , and within the first 60 days of the reception from the beneficiary of the necessary proofs of expenditure/activity covering the amount of at least 70% of the advance payments already made.
3. The remaining part of the Erasmus+ contribution to transfer to the beneficiary, will be calculated on the basis of the costs declared and incurred during the total duration of the project and after deduction of the payments already made. The transfer of the balance will take place within 60 days after the coordinator has received the balance of the Grant by the Agency according the conditions stipulated in the Project's Grant Agreement Art. II.25.

5.3 The beneficiary is 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 beneficiary will be reimbursed to the coordinator at the latest 30 days after the end of the project's contractual period.

5.4 If there is a difference between the amount of the Erasmus+ grant contribution actually used by the partnership and the amount of expenditure declared eligible by the Executive Agency at the end of the project, the beneficiary responsible for the expenditure declared ineligible will reimburse the corresponding amount to the coordinator after receipt of notice from the coordinator. If the actual eligible expenditure is lower than previously received instalments and parts of the funds have not been consumed before the end of the project, the beneficiary will reimburse the corresponding amount to the coordinator.

5.5 The costs of financial transfers shall be borne as following:

- (a) the costs of dispatch/receipt charged by the bank of the coordinator will be covered by the Coordinator;
- (b) the costs of dispatch/receipt charged by the bank of the beneficiary will be covered by the beneficiary.

## **Article 6** **Reporting**

6.1 The coordinator is responsible for submitting in due time to the Executive Agency all reports and financial statements as required in the Grant Agreement. For this purpose and in a timely manner, the beneficiary commits 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.

- (a) In order to provide adequate information on the progress of the project within the consortium, the beneficiary will prepare internal reports – partner technical reports consisting of description of the progress made, statistics and indicators, table of achieved/planned outcomes as specified in Annex V and VI of the Grant Agreement (Model and technical implementation report(s));
- (b) for verification of appropriate spending of the funds, the beneficiary will prepare internal reports. The partner financial reports consisting of financial statements and cash flow tables, accompanied with original supporting documents or certified copies for costs incurred for staff costs, travel costs and costs of stay, and certified copies of supporting documents for Equipment costs (where applicable) following the model and characteristics specified in Annex V and VI of the Grant Agreement (Model financial statements). The verification of expenditures declared in partner financial reports are linked to the transfer of the part of Erasmus+ grant to partners from the coordinator;
- (c) the technical and financial reports will be the base for preparation of the Progress report (at half of the project implementation period) and Final Report (at the end of the project) that will be delivered to the Executive Agency (EACEA) by the coordinator.
- (d) reporting on realized different events (info days, workshops, seminars, conference, meetings, trainings, etc.) organised and/or attended by the beneficiary and other partners;
- (e) the beneficiary will submit its reports to the coordinator according a previously defined calendar.

6.2 In case the beneficiary does not provide all reports with appropriate and accurate information therein, together with financial statements and copies of supporting documents within 10 working days from the given date, coordinator will inform the beneficiary's project manager about this in written form, with the beneficiary's legal representative in carbon copy. Failure to provide all requested documents and information within 10 working days from the date of coordinator notice will result in suspending further instalments of the Erasmus+ grant contribution to the beneficiary. The coordinator reserves the right to consult the Executive Agency if the activities assigned to beneficiary and/or delivered outputs are questionable.

6.3 The coordinator shall provide the beneficiary 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.

Any conversion into EURO of costs incurred in the other currencies shall be made by the beneficiary by the monthly accounting rate established by the European Commission and published on its website ([http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/inforeuro/index\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/index_en.cfm)) applicable in the following way:

- (a) taking the monthly rate on the month of the first pre-financing for all costs incurred until the second pre-financing is received and,
- (b) taking the monthly rate on the month of the second pre-financing for all costs incurred until the end of the project.

Monthly accounting rates mentioned above are referred to the months when the transfers from the Executive Agency are made to the coordinator's account.

6.4 The beneficiary is fully responsible for the correct delivery of the declaration of the expenses and for the appropriate application of the account system.

6.5 The beneficiary shall keep a record of any expenditure/activity incurred under the project and all proofs and related documents for a period of 5 years after the payment of the final balance under the Grant Agreement. The coordinator may 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 Erasmus+ Programme Guide.

### **Article 7 Budgetary and financial management**

7.1 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.

7.2 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 use the procedure and amounts described hereafter (in Annex II and Annex III of this Agreement).

7.3 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 support documentation specified in the relevant section of the Erasmus+ Programme Guide. Subcontracting and equipment expenditures, will be the subject of an specific agreement between the coordinator and the beneficiary involved.

All equipment purchased with the Erasmus+ CBHE funds must bear an Erasmus+ logo in a form of a sticker as defined by the Executive Agency.

7.4 The beneficiary confirms that it respects the social and labour legislation of its country regarding the costs of staff contributing to the project.

7.5 The beneficiary is responsible for ensuring adequate insurance arrangements for their staff and students while participating in project activities.

7.6 As part of the co-financing project structure, the beneficiary will contribute with local technical and administrative support staff.

### **Article 8 General administrative provisions**

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

For the coordinator:

José Ocariz, Professeur à Université de Paris  
LPNHE 4 place Jussieu 75252 Paris cedex 05 France  
ocariz@in2p3.fr

For the beneficiary :

Dr. Carlos Javier Solano Medina  
Universidad Nacional de Ingerniería  
Av. Túpac Amaru 210 , Rímac  
jsolano@uni.edu.pe

8.2 Any changes to the above information should be communicated in a timely manner

**Article 9**  
**Promotion and visibility**

9.1 The coordinator and the beneficiary 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.

9.2 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 the Grant Agreement and in the Erasmus+ Programme Guide.

**Article 10**  
**Confidentiality and data protection**

10.1 The coordinator and the beneficiary 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 party. The parties shall remain bound by this obligation beyond the closing date of the action. Thus for five years after the payment of the balance. (Grant Agreement II.6).

10.2 All personal data contained in or relating to this Agreement shall be processed in accordance with the dispositions of the Grant Agreement II.7.

**Article 11**  
**Ownership and property rights**

11.1 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 I.8 of the Grant Agreement.

11.2 Materials already developed and brought in may be only used within the scope of the project as templates of good practice. Copyrights shall be strictly safeguarded and permission for reproduction and scale of production has to be settled beforehand.

**Article 12**  
**Liability**

12.1 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.

### **Article 13 Conflict of interest**

13.1 The coordinator and the beneficiary must undertake all necessary precautions to prevent any risk of conflicts of interest which 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.

13.2 Any situation constituting or likely to lead to any such conflict should be brought to the attention without delay and the party in cause shall undertake to take all necessary measures to rectify this situation at once.

13.3 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 14 Working languages**

14.1 The working languages of the partnership shall be Spanish and English. The official documents such as the midterm report or the final report will be written in English.

14.2 Both parties commit in allocating to the project staff with enough knowledge of the working languages, allowing a smooth communication and understanding of the matters discussed.

### **Article 15 Conflict resolution**

15.1 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.

15.2 Disputes should be addressed in writing to the project coordination executive board, (or a body consisting of representatives of all the project partners), that will try to mediate in order to resolve the conflict.

### **Article 16 Applicable law and jurisdiction**

16.1 This Agreement is governed by French law, being the law of the coordinator's country.

16.2 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.

16.3 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.

16.4 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.

16.5 This Agreement is concluded in English. In the event of translation of this Agreement and its annexes, the English version shall prevail.

## **Article 17 Changes in the Project Partnership**

17.1 All changes in the partnership must be notified and requires prior approval by the Executive Agency. The following requirements are necessary for any change in the project partnership:

(a) The addition of a project partner requires explanatory letter from the coordinator justifying the addition of a beneficiary, an endorsement from the new member (signed by the legal representative), acceptance letters from all other partners (signed by the contact persons) and a mandate signed between the coordinator and the new co-beneficiary. These will be forwarded by the coordinator with the request. The enlargement of the partnership will under no circumstances lead to an increase of the grant awarded.

(b) the withdrawal of a beneficiary requires an explanatory letter from the coordinator justifying the withdrawal of a beneficiary, an explanatory letter from the withdrawing beneficiary explaining the reasons of their withdrawal from the project. The remaining partners will undertake a rapid and efficient solution to ensure the further proper project implementation without any delay. Where the minimum partnership requirements are no longer fulfilled, the Executive Agency reserves the right to decide on the continuation of the grant agreement.

## **Article 18 Termination of the Agreement**

18.1 In the event that the beneficiary fails to perform any obligations under the present Agreement or the Grant Agreement, the coordinator may terminate its participation in the project, upon formal written authorisation by the Executive Agency.

18.2 The coordinator shall notify the beneficiary in cause by registered letter. The beneficiary has one month to supply all relevant information to appeal the decision.

## **Article 19 *Force Majeure***

19.1 If either parties face a case of *force majeure* (as per defined in article II.15 of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

19.2 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 20 Amendments**

20.1 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.

20.2 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 21**

## **Annexes**

- Annex I - Budget/Expenditure/Co-financing breakdown per partner and budget category.
- Annex II – Repayment terms for staff involved in the project.
- Annex III – Repayment terms for travel and costs of stay.
- Annex IV - Individual Bank account of each beneficiary organisation.
- Annex V - Link to FAQs / link to Erasmus+ Programme Guide/ link to the guidelines of the use of the grant.
- Annex VI – Copy of the Grant Agreement signed between the coordinator and the Executive Agency and its annexes.

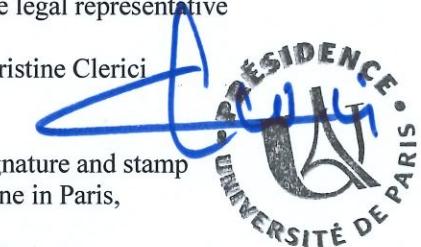
We, the undersigned, declare to have read and accepted the terms and conditions of this Agreement as described here before, including the annexes thereto.

**For the coordinator**  
The legal representative

Christine Clerici

Signature and stamp  
Done in Paris,

27/07/2020



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**

The legal representative  
Jorge Alva Hurtado, Rector

  
Signature and stamp



Done in :

Date :

## ANNEX I

### **Budget/Expenditure breakdown per partner and budget category**

#### **I.1 General budget aproved by the European Commission**

	EUR
I STAFF COSTS	269.815,00
II TRAVEL COSTS	118.570,00
III COSTS OF STAY	307.035,00
IV EQUIPMENT	183.675,00
V SUBCONTRACTING	20.500,00
VI EXCEPTIONAL COSTS	0,00
<b>TOTAL GRANT CONTRIBUTION (total I-IV)</b>	<b>899.595,00</b>

#### **I.2 Distribution of the grant by organisation and category (in Euros)**

Partner	Name of the institution	Country	1. Staff costs	2.Travel costs	3.Costs of stay	4.Equipment costs	5. Subcontracting costs	7.Total
P1	Université de Paris	France	160 330,00	15 000,00	8 880,00	-	-	184 210,00
P2	Universidad Industrial de Santander	Colombia	16 560,00	11 235,00	35 340,00	22 828,00	15 000,00	100 963,00
P3	Universidad Antonio Nariño	Colombia	13 200,00	10 695,00	35 820,00	24 501,00	-	84 216,00
P4	Universidad San Francisco De Quito	Ecuador	7 938,00	11 095,00	36 510,00	30 923,00	5 500,00	91 966,00
P5	Universidad de Investigacion de Tecnologia Experimental Yachay	Ecuador	4 503,00	9 505,00	35 430,00	17 927,00	-	67 365,00
P6	Universidad Nacional Mayor De San Marcos	Peru	9 424,00	11 860,00	36 315,00	17 927,00	-	75 526,00
P7	Universidad Nacional de Ingenieria	Peru	7 920,00	10 675,00	35 820,00	33 715,00	-	88 130,00
P8	Universidad Central De Venezuela	Venezuela	9 000,00	11 520,00	36 420,00	17 927,00	-	74 867,00
P9	Universidad Simon Bolivar	Venezuela	9 000,00	11 435,00	36 420,00	17 927,00	-	74 782,00
P10	Université Paul Sabatier Toulouse III	France	18 030,00	7 775,00	5 040,00	-	-	30 845,00
P11	Technische Universitaet Dresden	Germany	13 910,00	7 775,00	5 040,00	-	-	26 725,00
		<b>Total</b>	<b>269 815,00</b>	<b>118 570,00</b>	<b>307 035,00</b>	<b>183 675,00</b>	<b>20 500,00</b>	<b>899 595,00</b>

## ANNEX II

### Repayment terms for staff involved in the project

#### Remuneration for staff costs per country/category (in Euros)

- on unit costs amounts specified in the Erasmus+ Programme Guide – Amounts in euros per day:

Partner	Name of the institution	Country	Manager	Teacher/Trainer/Researcher	Technical Staff	Administrative Staff
P1	Université de Paris	France	280	214	162	131
P2	Universidad Industrial de Santander	Colombia	108	80	57	45
P3	Universidad Antonio Nariño	Colombia	108	80	57	45
P4	Universidad San Francisco De Quito	Ecuador	77	57	40	32
P5	Universidad de Investigacion de Tecnologia Experimental Yachay	Ecuador	77	57	40	32
P6	Universidad Nacional Mayor De San Marcos	Peru	108	80	57	45
P7	Universidad Nacional de Ingenieria	Peru	108	80	57	45
P8	Universidad Central De Venezuela	Venezuela	108	80	57	45
P9	Universidad Simon Bolivar	Venezuela	108	80	57	45
P10	Universite Paul Sabatier Toulouse III	France	280	214	162	131
P11	Technische Universitaet Dresden	Germany	280	214	162	131

- on other unit costs amounts than those specified in the Erasmus+ Programme Guide (even higher if deemed necessary)

Manager	Teacher/Trainer /Researcher	Technician	Administrative staff
<b>Beneficiary - AMOUNTS IN EURO PER DAY</b>			
Name of the beneficiary	...	...	...

## **ANNEX III**

### **Repayment terms for travel and costs of stay.**

Although CBHE partnerships can use/apply the unit costs amounts defined in the Erasmus+ Programme Guide for the reimbursement of travel and costs of stay incurred by the beneficiary organisations, the beneficiary(ies) can define their own procedure(s) for covering these costs for the implementation of the project activities. These procedures can be common to all beneficiaries or vary in accordance with the specific needs or constraints of individual beneficiary. It can either be based:

- on other unit costs amounts than those specified in the Erasmus+ Programme Guide, provided the reimbursement will not exceed such unit costs.
- on the reimbursement of actual costs specified by the partners institutions' internal criteria but without exceeding the unit costs specified in the Erasmus+ Programme Guide.

This Annex of the Partnership Agreement defines different modalities for reimbursement of costs incurred in terms of travel and costs of stay (for all or some of them) during the implementation of project activities, defined by individual beneficiaries and duly signed by their legal representatives. For each beneficiary, Annex III shall enter into force on the date of its signature and before that the beneficiary(ies) shall use/apply the unit costs amounts defined in the Erasmus+ Programme Guide for the reimbursement of the travel and costs of stay incurred. Mobility procedures will be the subject of an specific agreement between the coordinator and the beneficiary involved.

## A) Reimbursement for Travel costs

- on unit costs amounts specified in the Erasmus+ Programme Guide and the distance calculator

[https://ec.europa.eu/programmes/erasmus-plus/distance-calculator\\_en](https://ec.europa.eu/programmes/erasmus-plus/distance-calculator_en)

Distance band	Erasmus+ Programme Guide - Unit cost per participant (in Euros)
0 KM and 99 KM	0
100 KM and 499 KM	180
500 KM and 1999 KM	275
2000 KM and 2999 KM	360
3000 KM and 3999 KM	530
4000 KM and 7999 KM	820
8000 KM or more	1100

- on the reimbursement of actual costs incurred (without exceeding the unit costs)

## B) Reimbursement for costs of Stay

- on unit costs amounts specified in the Erasmus+ Programme Guide on page 177.

Up to the 14th day of activity	<b>STAFF</b> Unit cost per day per participant	<b>STUDENT</b> Unit cost per day per participant
<b>Erasmus+ Programme Guide</b>	120 EUR	55 EUR

After the 14th day of activity	<b>STAFF</b> Unit cost per day per participant	<b>STUDENT</b> Unit cost per day per participant
<b>Erasmus+ Programme Guide</b>	70 EUR	40 EUR

- on the reimbursement of actual costs incurred without exceeding the unit costs specified in the Erasmus+ Programme Guide

Up to the 14th day of activity	<b>STAFF</b> Unit cost per day per participant	<b>STUDENT</b> Unit cost per day per participant
<b>Name of the beneficiary</b>	...	...

## ANNEX IV

### **Individual Bank account of each beneficiary organisation.**

TRESOR PUBLIC

RELEVE D'IDENTITE BANCAIRE PARTIE RESERVEE AU DESTINATAIRE DU RELEVE

Le relevé ci-contre est destiné à être remis à vos créanciers ou débiteurs, français ou étrangers,  
appelés à faire inscrire des opérations à votre comptes (virements, paiements des quittances, etc...)  
Identifiant national de compte bancaire - RIB

Code banque	Code guichet	N° compte	Cle
10071	75000	00001007704	54

Domiciliation
TPPARIS

IBAN (International Bank Account Number)

FR76	1007	1750	0000	0010	0770	454
------	------	------	------	------	------	-----

BIC (Bank Identifier Code)
TRPUFRP1

Titulaire du compte :  
AC UNIVERSITE DE PARIS

85 BOULEVARD SAINT GERMAIN  
75006 PARIS 6



## FINANCIAL IDENTIFICATION

**PRIVACY STATEMENT**

[https://ec.europa.eu/info/sites/info/files/about\\_the\\_european\\_commission/eu\\_budget/privacy\\_statement\\_en.pdf](https://ec.europa.eu/info/sites/info/files/about_the_european_commission/eu_budget/privacy_statement_en.pdf)

By submitting this form, you acknowledge that you have been informed about the processing of your personal data by the European Commission for accounting and contractual purposes.

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

### BANKING DETAILS ①

ACCOUNT NAME ②	Universidad Nacional de Ingeniería	
IBAN/ACCOUNT NUMBER ③	000-0116441	
CURRENCY		
BIC/SWIFT CODE	BSUDPEPL	BRANCH CODE ④
BANK NAME	Scotiabank Perú S.A.A	

### ADDRESS OF BANK BRANCH

STREET & NUMBER	Av.Tupac Amaru N° 210, Rimac	
TOWN/CITY	Lima	POSTCODE 15333
COUNTRY	Perú	

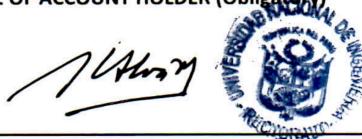
### ACCOUNT HOLDER'S DATA

#### AS DECLARED TO THE BANK

ACCOUNT HOLDER		
STREET & NUMBER		
TOWN/CITY	POSTCODE	
COUNTRY		

**REMARK**

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE ⑤	DATE (Obligatory)
	SIGNATURE OF ACCOUNT HOLDER (Obligatory)



- ① Enter the final bank data and not the data of the intermediary bank.
- ② This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen to give a different name to its bank account.
- ③ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established
- ④ Only applicable for US (ABA code), for AU/NZ (BSB code) and for CA (Transit code). Does not apply for other countries.
- ⑤ It is preferable to attach a copy of RECENT bank statement. Please note that the bank statement has to confirm all the information listed above under 'ACCOUNT NAME', 'ACCOUNT NUMBER/IBAN' and 'BANK NAME'. With an attached statement, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder and the date are ALWAYS mandatory.

**Universidad Nacional de Ingeniería (UNI) – Perú**

**Información bancaria**

<i>Entidad bancaria</i>	:	<i>Scotiabank Perú S.A.A.</i>
<i>Dirección</i>	:	<i>Dionisio Derteano 102, piso 6, San Isidro, Lima 27, Perú</i>
<i>Teléfono</i>	:	<i>511-2116000</i>
<i>Fax</i>	:	<i>511-6160040</i>
<i>Código Swift</i>	:	<i>BSUDPEPL</i>
<i>Código Postal</i>	:	<i>Lima 27</i>
<i>Código Postal (P.O.BOX</i>	:	<i>1235</i>
<i>Beneficiario</i>	:	<i>Universidad Nacional de Ingeniería</i>
<i>Dirección</i>	:	<i>Av. Tupac Amaru N° 210, Rímac, Lima 25, Perú</i>
<i>Número de cuenta (US\$)</i>	:	<i>000-0116441</i>

Enviado el 14 de octubre 2020

Central Office for International Cooperation and Agreements

Universidad Nacional de Ingeniería – Lima, Perú

## **ANNEX V**

### **Link to FAQs / link to Erasmus+ Programme Guide/ link to the Guidelines of the use of the grant (2018)**

FAQ :

[https://eacea.ec.europa.eu/sites/eacea-site/files/faq\\_selection\\_cbhe\\_2019\\_published.pdf](https://eacea.ec.europa.eu/sites/eacea-site/files/faq_selection_cbhe_2019_published.pdf)

Erasmus+ Program Guide :

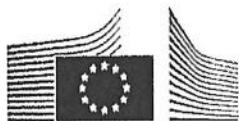
[https://ec.europa.eu/programmes/erasmus-plus/sites/erasmusplus2/files/erasmus-plus-programme-guide-2019\\_en\\_1.pdf](https://ec.europa.eu/programmes/erasmus-plus/sites/erasmusplus2/files/erasmus-plus-programme-guide-2019_en_1.pdf)

Guidelines of the use of the grant (2018) :

[https://eacea.ec.europa.eu/sites/eacea-site/files/guidelines\\_for\\_the\\_use\\_of\\_the\\_grant\\_2017\\_cbhe\\_v\\_ii\\_-09\\_january\\_2018\\_0.pdf](https://eacea.ec.europa.eu/sites/eacea-site/files/guidelines_for_the_use_of_the_grant_2017_cbhe_v_ii_-09_january_2018_0.pdf)

## **ANNEX VI**

**Copy of the Grant Agreement signed between the coordinator and the Executive Agency and its annexes.**



EUROPEAN COMMISSION  
Education, Audiovisual and Culture Executive Agency  
**Erasmus+ Capacity Building in the field of Higher Education**

**GRANT AGREEMENT FOR AN ACTION WITH MULTIPLE BENEFICIARIES  
UNDER "ERASMUS+ CAPACITY BUILDING IN THE FIELD OF HIGHER EDUCATION"**

**AGREEMENT NUMBER 2019 - 2027 / 001 - 001**

**Project reference number 610456-EPP-1-2019-1-FR-EPPKA2-CBHE-JP**

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

on the one part,

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

and

on the other part,

'the coordinator'

**UNIVERSITE PARIS DIDEROT - PARIS 7**  
RUE THOMAS MANN 5,  
F- 75205 PARIS

represented for the purposes of signature of the Agreement by **Reiner Veitia**

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

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

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

Agreement number: 2019 - 2027 / 001 - 001

Multi beneficiaries model agreement: June 2019

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

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

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

#### **SIGNATURES**

For the coordinator  
Reiner Veltin  
Function:  PRESIDENCE

Signature  
Done at Paris, ...., date 11/12/2019

For the Agency  
Ralf RAHDERS  
Head of Unit

Signature  
Done at Brussels, 18/12/19

In duplicate in English



EUROPEAN COMMISSION  
Education, Audiovisual and Culture Executive Agency

**Erasmus+ Capacity Building in the field of Higher Education**

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

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

**AGREEMENT NUMBER 2019 - 2027 / 001 - 001**

**Project reference number 610456-EPP-1-2019-1-FR-EPPKA2-CBHE-JP**

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

on the one part,

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

and

on the other part,

'the coordinator'

**UNIVERSITE PARIS DIDEROT - PARIS 7**

RUE THOMAS MANN 5,

F- 75205 PARIS

represented for the purposes of signature of the Agreement by **Reiner Veitia**

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

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

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

The parties referred to above

HAVE AGREED

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

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

which form an integral part of the Agreement.

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

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

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<sup>1</sup> Report of Factual Findings on the Final Financial Report – Type II

## SPECIAL CONDITIONS

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

The Agency has decided to award a grant under the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Agreement, for the *action* entitled **Latin-American Alliance for Capacity buildiNG in Advanced physics**, as described in Annex I.

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

### ARTICLE I.2 — ENTRY INTO FORCE AND IMPLEMENTATION PERIOD OF THE AGREEMENT

**I.2.1** The Agreement enters into force on the date on which the last party signs it.

**I.2.2** The action runs as of **15-01-2020** (“the starting date of the action”) and ends on **14-01-2023**.

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

**I.3.1** The *maximum amount of the grant* is EUR **899.595,00**.

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

- (a) the reimbursement of 100% of the eligible costs of the *action* ('reimbursement of eligible costs'), which are:
  - (i) actually incurred ('reimbursement of actual costs') for the following categories of costs: *Equipment costs, Subcontracting costs and Exceptional costs*;
  - (ii) reimbursement of unit costs: not applicable
  - (iii) reimbursement of lump sum costs: not applicable
  - (iv) reimbursement of flat-rate costs: not applicable
  - (v) reimbursement of costs declared on the basis of the beneficiary's usual cost accounting practices: not applicable;
- (b) A unit contribution ('unit contribution') to cover the following categories of eligible costs as indicated in Annex III: *Staff Costs, Travel Costs and Costs of Stay*
- (c) lump sum contribution: not applicable;
- (d) flat-rate contribution: not applicable;
- (e) Financing not linked to costs: not applicable.

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

### **I.4.1 Reporting periods**

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

- Reporting period 1: from month 1 to month 18;
- Reporting period 2: from month 1 to the last month of the action.

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

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

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

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

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

Not applicable

### **I.4.4 Request for payment of the balance and supporting documents**

The coordinator must submit a request for payment of the balance within 60 calendar days following the end of the last reporting period.

This request must be accompanied by the following documents:

- (a) a final report on implementation of the action ('final technical report'), drawn up in accordance with Annex V, containing:
  - (i) the information needed to justify the eligible costs declared and the contribution requested on the basis of financing not linked to costs, unit costs and lump sums (where the grant takes the form of the reimbursement of unit or lump sum costs, of financing not linked to costs, or of a unit or lump sum contribution, as provided for in Article I.3.2(a)(ii) and (iii), (b), (c) or (e));
  - (ii) information on subcontracting as referred to in Article II.11.1(d);
- (b) a final financial statement ('final financial statement'). The final financial statement must include a consolidated statement and a breakdown of the amounts claimed by each beneficiary and its affiliated entities.

The final financial statement must be drawn up in accordance with the structure of the estimated budget set out in Annex III and in accordance with Annex VI and detail the amounts for each of the forms of grant set out in Article I.3.2 for the whole implementation period of the action

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

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

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

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

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

The coordinator must also certify that the costs incurred can be considered eligible in accordance with the Agreement and that the request for payment is substantiated by adequate supporting documents that can be produced in the context of the checks or audits described in Article II.27.

#### **I.4.5 Information on cumulative expenditure incurred**

Not applicable

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

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

Beneficiaries and affiliated entities with general accounts in a currency other than the euro must convert costs incurred in another currency into euros at the average of the daily exchange rates published in the C series of the *Official Journal of the European Union*, determined over the corresponding reporting period (available at <http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>).

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

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

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

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

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<sup>2</sup> Report of Factual Findings on the Final Financial Report – Type II]

## **ARTICLE I.5 — PAYMENTS AND PAYMENT ARRANGEMENTS**

### **I.5.1 Payments to be made**

The Agency must make the following payments to the coordinator:

- a first pre-financing payment;
- a second pre-financing payment, on the basis of the request for the second pre-financing payment referred to in Article I.4.2;
- one payment of the balance, on the basis of the request for payment of the balance referred to in Article I.4.4.

### **I.5.2 Pre-financing payments**

The aim of the pre-financing is to provide the beneficiaries with a float. The pre-financing remains the property of the European Union ('the Union') until it is cleared against interim payments or, if it is not cleared against interim payments, until the payment of the balance.

The Agency must make a first pre-financing payment of 50% of the maximum amount specified in Article I.3.1 to the coordinator within 30 calendar days from the entry into force of the Agreement, except if Article II.24.1 applies.

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

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

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

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

### **I.5.3 Interim payment[s]**

Not applicable

### **I.5.4 Payment of the balance**

The payment of the balance reimburses or covers the remaining part of the eligible costs and contributions for the implementation of the *action*.

If the total amount of earlier payments is greater than the final amount of the grant determined in accordance with Article II.25, the payment of the balance takes the form of a recovery as provided for by Article II.26.

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

Payment is subject to the approval of the request for payment of the balance and of the accompanying documents. Their approval does not imply recognition of the compliance, authenticity, completeness or correctness of their content.

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

The amount to be paid may, however, be offset, without the beneficiary's consent, against any other amount owed by the beneficiary to the Commission or to an executive agency (under the EU or Euratom budget), up to the maximum contribution indicated for that beneficiary, in the estimated budget in Annex III.

### I.5.5 Notification of amounts due

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

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

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

### I.5.6 Interest on late payment

If the Agency does not pay within the time limits for payment, the beneficiaries are entitled to late-payment interest at the rate applied by the European Central Bank for its main refinancing operations in euros ('the reference rate'), plus three and a half points. The reference rate is the rate in force on the first day of the month in which the time limit for payment expires, as published in the C series of the *Official Journal of the European Union*.

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

If the Agency suspends the time limit for payment as provided for in Article II.24.2 or if it suspends an actual payment as provided for in Article II.24.1, these actions may not be considered as cases of late payment.

Late-payment interest covers the period running from the day following the due date for payment, up to and including the date of actual payment as established in Article I.5.8. The Agency does not consider payable interest when determining the final amount of grant within the meaning of Article II.25.

As an exception to the first subparagraph, if the calculated interest is lower than or equal to EUR 200, it must be paid to the coordinator only if the coordinator requests it within two months of receiving late payment.

### I.5.7 Currency for payments

The Agency must make payments in euros.

### I.5.8 Date of payment

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

### I.5.9 Costs of payment transfers

Costs of the payment transfers are borne as follows:

- (a) the Agency and/or the Commission bears the costs of transfer charged by its bank;
- (b) the beneficiary bears the costs of transfer charged by its bank;
- (c) the party causing a repetition of a transfer bears all costs of repeated transfers.

### I.5.10 Payments to the coordinator

The Agency must make payments to the coordinator.

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

## ARTICLE I.6 — BANK ACCOUNT FOR PAYMENTS

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

Name of bank: **TRESOR PUBLIC**

Address of branch: **94, R DE REAUMUR,**

**F - PARIS**

Precise denomination of the account holder: **UNIVERSITE PARIS VII AGENCECOMPTABLE**

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

IBAN code: **FR761007175000000100579558**

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

### I.7.1 Data controller

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

### I.7.2 Communication details of the Agency

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

Education, Audiovisual and Culture Executive Agency

Mr Ralf Rahders

Unit A4 - Erasmus+: Higher Education - International Capacity Building

Office: J-59 04/ 033

1, Avenue du Bourget

BE-1049 Brussels

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

### I.7.3 Communication details of the beneficiaries

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

Cécile Derbois  
UNIVERSITE PARIS DIDEROT - PARIS 7  
RUE THOMAS MANN 5,  
F - 75205 PARIS

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

In accordance with Article II.9.3, whereby the Agency and/or the Union acquires rights to use the results of the action, these results may be exploited using any of the following modes:

- (a) distribution to the public in hard copies, in electronic or digital format, on the internet including social networks as a downloadable or non-downloadable file;
- (b) communication through press information services;
- (c) inclusion in widely accessible databases or indexes, such as via ‘open access’ or ‘open data’ portals, or similar repositories, whether freely accessible or accessible only upon subscription;
- (d) edit or re-write in another way the results of the action, including shortening, summarising, modifying the content, correcting technical errors in the content;
- (e) cut, insert meta-data, legends or other graphic, visual, audio or word elements in the results of the action;
- (f) extract a part (e.g. audio or video files) of, divide into parts or compile the results of the action;
- (g) prepare derivative works of the results of the action;
- (h) translate, insert subtitles in, dub the results of the action in all official languages of EU;
- (i) license or sub-license to third parties, including if there are licensed pre-existing rights, any of the rights or modes of exploitation set out in Article II.9.3 of the General Conditions.

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

## ARTICLE I.9 — INELIGIBLE COSTS

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

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

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

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

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

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

THE BENEFICIARIES MUST CONCLUDE AN INTERNAL COOPERATION AGREEMENT INCLUDING PROVISIONS ON THE MANAGEMENT, OPERATION AND COORDINATION OF THE BENEFICIARIES AND THE IMPLEMENTATION OF THE ACTION.

A SIGNED COPY OF THIS PARTNERSHIP AGREEMENT WILL HAVE TO BE PROVIDED BY E-MAIL TO THE AGENCY WITHIN 6 MONTHS OF THE SIGNATURE OF THIS AGREEMENT. WHERE THE BENEFICIARIES HAVE FAILED TO SUBMIT THIS PARTNERSHIP AGREEMENT, THE PROVISIONS SET OUT IN ARTICLE II.17.3.1 OF THE GENERAL CONDITIONS WILL APPLY.

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

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

## **ARTICLE I.13 — ELIGIBILITY OF EQUIPMENT COSTS**

BY WAY OF DEROGATION FROM ARTICLE II.19.2 (C) OF THE GENERAL CONDITIONS, AND CONSIDERING THE PARTICULAR NATURE OF THE ERASMUS+ PROGRAMME - CAPACITY BUILDING IN THE FIELD OF HIGHER EDUCATION, THE TOTAL PURCHASE COST OF THE EQUIPMENT WILL BE TAKEN INTO ACCOUNT BY THE AGENCY RATHER THAN THE EQUIPMENT'S DEPRECIATION CORRESPONDING TO THE DURATION OF THE ACTION AND THE RATE OF ACTUAL USE FOR THE PURPOSES OF THE ACTION. DEPRECIATION COSTS SHALL BE CONSIDERED INELIGIBLE.

## **ARTICLE I.14 — SPECIAL PROVISIONS ON BUDGET TRANSFERS**

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

## **ARTICLE I.15 – PUBLICITY OBLIGATIONS**

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

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

## **ARTICLE I.16 — DISSEMINATION AND EXPLOITATION OF RESULTS**

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

- (a) create and maintain (at least during the project lifetime) a website for the action. The website must be kept up-to-date with at least: a description of the project, the contact details of the co-ordinator, the list of beneficiaries, mention of the European Union's financial support with the relevant logo (see Article I.15), and access to all results, as and when they become available.
- (b) update the project summary in accordance with the instructions provided in Annex IV.
- (c) provide during the project lifetime the Agency and/or the Commission with the information requested in order to promote the Erasmus+ Programme and disseminate the results. This may include answering questionnaires and entering data into databases.
- (d) use Erasmus+ Project Result Platform, on the website <http://ec.europa.eu/programmes/erasmus-plus/projects/> to disseminate project results and deliverables in accordance with the instructions provided therein. The approval of the final report will be subject to the upload of the project results/deliverables on the aforementioned platform by the time of its submission.

## **ARTICLE I.17 – MEETINGS BETWEEN AGENCY AND BENEFICIARIES**

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

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

1. For the purpose of poor, partial or late implementation as provided for in Article II.25.4, the assessment of the implementation of the project will be performed by the Agency, which will result in the award of a score comprised between 0% and 100%, where 0% is at the bottom of the rating scale (corresponding to the worst quality of implementation) and 100% is at the top (corresponding to the best quality of implementation).
2. The score awarded will take into account the existence and seriousness of non-, poor, partial or late implementation, and its impact on the achievement of the project. If the score is below 50%, the

following reduction rates may be applied on the maximum amount of the grant provided for in the grant agreement:

- 25% if the project scores at least 40% and below 50%, meaning that some objectives/results set in the application have not been reached, limiting the global result of the project;
  - 35% if the project scores at least 30% and below 40% meaning that several important objectives/results set in the application have not been reached, the global result of the project has been affected and the project can be considered only partially achieved;
  - 55% if the project scores at least 20% and below 30% meaning that the majority of the objectives/results set in the application have not been reached, the global result of the project has been strongly affected and the project cannot be considered achieved;
  - 75% if the project scores below 20%, meaning that any objectives/results set in the application have not been reached and any substantial outcomes of the project have not been reached in a satisfactory way.
3. Without prejudice to the right to terminate the grant, the Agency may also apply a 20%-reduction rate on the maximum amount of the grant if an obligation under the Grant Agreement has been breached, in particular in case of non-compliance with the obligation of visibility of Union funding set out in Article II.8 which constitutes a substantial obligation.

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

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

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

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

## **ARTICLE I.20 – COOPERATION OBLIGATIONS**

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

## **ARTICLE I.21 – EU RESTRICTIVE MEASURES**

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

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

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

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

### **SIGNATURES**

For the coordinator  
Reiner Veitia  
Function:

For the Agency  
Ralf RAHDERS  
Head of Unit

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

Signature  
Done at Brussels, .....

In duplicate in English

Agreement number: 2019 - 2027 / 001 - 001

Multi beneficiaries model agreement: June 2019

**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:

610456-EPP-1-2019-1-FR-EPPKA2-CBHE-JP



**ANNEX II**  
**General Conditions**



## **ANNEX II — GENERAL CONDITIONS**

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## PART A — LEGAL AND ADMINISTRATIVE PROVISIONS

### ARTICLE II.1 — DEFINITIONS

The following definitions apply for the purpose of the Agreement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### II.2.1 General obligations and role of the beneficiaries

The beneficiaries:

- (a) are jointly and severally liable for carrying out the *action* in accordance with the Agreement. If a beneficiary fails to implement its part of the *action*, the other beneficiaries become responsible for implementing this part (but without increasing the *maximum amount of the grant*);
- (b) must comply jointly or individually with any legal obligations they are bound by under applicable EU, international and national law;
- (c) must make appropriate internal arrangements to implement the *action* properly. The arrangements must be consistent with the terms of the Agreement. If provided for in the Special Conditions, those arrangements must take the form of an internal cooperation agreement between the beneficiaries.

### II.2.2 General obligations and role of each beneficiary

Each beneficiary must:

- (a) inform the coordinator immediately of any events or circumstances of which the beneficiary is aware, that are likely to affect or delay the implementation of the *action*;
- (b) inform the coordinator immediately:
  - (i) of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative;
  - (ii) of any change in the legal, financial, technical, organisational or ownership situation of its affiliated entities and of any change in their name, address or legal representative;
  - (iii) of any change regarding the exclusion situations listed in Article 136 of Regulation (EU) 2018/1046, including for its affiliated entities;

(c) submit in due time to the coordinator:

- (i) the data needed to draw up the reports, financial statements and other documents provided for in the Agreement;
- (ii) all the necessary documents required for audits, checks or evaluations as provided for in Article II.27.
- (iii) any other information to be provided to the Agency under the Agreement, except if the Agreement requires such information to be submitted directly by the beneficiary.

### **II.2.3 General obligations and role of the coordinator**

The coordinator:

- (a) must monitor the implementation of the *action* in order to make sure that the *action* is implemented in accordance with the terms of the Agreement;
- (b) is the intermediary for all communications between the beneficiaries and the Agency, except if provided otherwise in the Agreement. In particular, the coordinator:
  - (i) must immediately inform the Agency:
    - of any change in the name, address, legal representative of any of the beneficiaries or of their affiliated entities;
    - of any change in the legal, financial, technical, organisational or ownership situation of any of the beneficiaries or of their affiliated entities;
    - of any events or circumstances of which the coordinator is aware, that are likely to affect or delay the implementation of the *action*;
    - of any change regarding the exclusion situations listed in Article 136 of Regulation (EU) 2018/1046, for any of the beneficiaries or their affiliated entities.
  - (ii) is responsible for supplying the Agency with all documents and information required under the Agreement, except if provided otherwise in the Agreement itself. If information is required from the other beneficiaries, the coordinator is responsible for obtaining and verifying this information before passing it on to the Agency;
  - (c) must make the appropriate arrangements for providing any financial guarantees required under the Agreement;
  - (d) must draw up the requests for payment in accordance with the Agreement;
  - (e) if it is designated as the sole recipient of payments on behalf of all of the beneficiaries, it must ensure that all the appropriate payments are made to the other beneficiaries without unjustified delay;
  - (f) is responsible for providing all the necessary documents required for checks and audits initiated before the payment of the balance or documents required for evaluation as provided for in Article II.27.

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

## ARTICLE II.3 — COMMUNICATION BETWEEN THE PARTIES

### II.3.1 Form and means of communication

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

- (a) be made in writing (in paper or electronic form) in the language of the Agreement;
- (b) bear the number of the Agreement; and
- (c) be made using the communication details identified in Article I.7.

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

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

### II.3.2 Date of communications

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

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

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

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

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

## ARTICLE II.4 — LIABILITY FOR DAMAGES

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

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

## **ARTICLE II.5 — CONFLICT OF INTERESTS**

- II.5.1** The beneficiaries must take all necessary measures to prevent any situation of *conflict of interests*.
- II.5.2** The beneficiaries must inform the Agency without delay of any situation constituting or likely to lead to a *conflict of interests*. They must take immediately all the necessary steps to rectify this situation.

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

## **ARTICLE II.6 — CONFIDENTIALITY**

- II.6.1** During implementation of the *action* and for five years after the payment of the balance, the parties must treat with confidentiality any *confidential information and documents*.
- II.6.2** The parties may only use *confidential information and documents* for a reason other than to fulfil their obligations under the Agreement if they have first obtained the prior written agreement of the other party.
- II.6.3** The confidentiality obligations do not apply if:
  - (a) the disclosing party agrees to release the other party from those obligations;
  - (b) the *confidential information or documents* become public through other means than a breach of the confidentiality obligations;
  - (c) the disclosure of the *confidential information or documents* is required by law.

## **ARTICLE II.7 — PROCESSING OF PERSONAL DATA**

### **II.7.1 Processing of personal data by the Agency**

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

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

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

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

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

## II.7.2 Processing of personal data by the beneficiaries

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

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

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

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

- (a) the pseudonymisation and encryption of personal data;
- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
- (e) measures to protect personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed.

## ARTICLE II.8 — VISIBILITY OF UNION FUNDING

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

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

- (a) indicate that the *action* has received funding from the Union; and
- (b) display the European Union emblem.

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

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

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

### **II.8.2 Disclaimers excluding Agency and Commission responsibility**

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

- (a) that it reflects only the author's view; and
- (b) that the Agency and the Commission are not responsible for any use that may be made of the information it contains.

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

### **II.9.1 Ownership of the results by the beneficiaries**

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

### **II.9.2 Pre-existing rights**

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

- (a) establish a list specifying all *pre-existing rights* included in those results; and
- (b) provide this list to the Agency at the latest with the request for payment of the balance.

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

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

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

- (a) for its own purposes and in particular to make available to persons working for the Agency, the Commission, other Union institutions, agencies and bodies and to Member States' institutions, as well as to copy and reproduce in whole or in part and in an unlimited number of copies;
- (b) reproduction: the right to authorise direct or indirect, temporary or permanent reproduction of the results by any means (mechanical, digital or other) and in any form, in whole or in part;
- (c) communication to the public: the right to authorise any display performance or communication to the public, by wire or wireless means, including making the results available to the public in such a way that members of the public may access them from a place and at a time individually chosen by them; this right also includes communication and broadcasting by cable or by satellite;
- (d) distribution: the right to authorise any form of distribution of results or copies of the results to the public;

- (e) adaptation: the right to modify the results;
- (f) translation;
- (g) the right to store and archive the results in line with the document management rules applicable to the Agency and/or the Commission , including digitisation or converting the format for preservation or new use purposes;
- (h) where the results are documents, the right to authorise the reuse of the documents in conformity with Commission Decision 2011/833/EU of 12 December 2011 on the reuse of Commission documents if that Decision is applicable and if the documents fall within its scope and are not excluded by any of its provisions. For the sake of this provision, the terms ‘reuse’ and ‘document’ have the meanings given to them by Decision 2011/833/EU.

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

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

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

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

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

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

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

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

**II.10.2** Beneficiaries that are ‘contracting authorities’ within the meaning of Directive 2014/24/EU<sup>2</sup> or ‘contracting entities’ within the meaning of Directive 2014/25/EU<sup>3</sup> must comply with the applicable national public procurement rules.

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

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

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

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

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

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

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

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

- (a) subcontracting does not cover core tasks of the *action*;
- (b) recourse to subcontracting is justified because of the nature of the *action* and what is necessary for its implementation;
- (c) the estimated costs of the subcontracting are clearly identifiable in the estimated budget set out in Annex III;
- (d) any recourse to subcontracting, if not provided for in Annex I, is communicated by the coordinator and approved by the Agency. The Agency may grant approval:
  - (i) before any recourse to subcontracting, if the beneficiaries request an amendment as provided for in Article II.13; or
  - (ii) after recourse to subcontracting if the subcontracting:
    - is specifically justified in the interim or final technical report referred to in Articles I.4.3 and I.4.4; and
    - does not entail changes to the Agreement which would call into question the decision awarding the grant or be contrary to the equal treatment of applicants;
- (e) the beneficiaries ensure that the conditions applicable to them under Article II.8 are also applicable to the subcontractors.

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

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

## **ARTICLE II.12 — FINANCIAL SUPPORT TO THIRD PARTIES**

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

- (a) the maximum amount of financial support. This amount may not exceed EUR 60 000 for each third party except if achieving the objective of the *action* as specified in Annex I would otherwise be impossible or overly difficult;
- (b) the criteria for determining the exact amount of the financial support;
- (c) the different types of activity that may receive financial support, on the basis of a fixed list;
- (d) the persons or categories of persons which may receive financial support;
- (e) the criteria for giving the financial support.

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

- (a) the eligibility and award criteria;
- (b) the amount of the prize;
- (c) the payment arrangements.

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

## ARTICLE II.13 — AMENDMENTS TO THE AGREEMENT

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

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

**II.13.3** Any request for amendment must:

- (a) be duly justified;
- (b) be accompanied by appropriate supporting documents; and
- (c) be sent to the other party in due time before it is due to take effect, and in any case one month before the end of the *implementation period*.

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

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

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

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

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

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

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

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

## ARTICLE II.15 — FORCE MAJEURE

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

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

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

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

### II.16.1 Suspension of implementation by the beneficiaries

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

The coordinator must immediately inform the Agency, stating:

- (a) the reasons for suspension, including details about the date or period when the exceptional circumstances occurred; and
- (b) the expected date of resumption.

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

### II.16.2 Suspension of implementation by the Agency

#### II.16.2.1      Grounds for suspension

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

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

- (b) if the Agency has evidence that a beneficiary has committed systemic or recurrent *irregularities, fraud* or serious *breach of obligations* in other grants funded by the Union or the European Atomic Energy Community ('Euratom') awarded to the beneficiary under similar conditions and the *irregularities, fraud* or *breach of obligations* have a material impact on this grant; or
- (c) if the Agency suspects *irregularities, fraud* or *breach of obligations* committed by a beneficiary in the award procedure or while implementing the Agreement and needs to verify whether they have actually occurred.

### **II.16.2.2 Procedure for suspension**

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

- (a) informing it of:
  - (i) its intention to suspend the implementation;
  - (ii) the reasons for suspension;
  - (iii) the necessary conditions for resuming the implementation in the cases referred to in points (a) and (b) of Article II.16.2.1; and
- (b) inviting it to submit observations within 30 calendar days of receiving the formal notification.

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

- (a) the suspension of the implementation;
- (b) the reasons for suspension; and
- (c) the final conditions for resuming the implementation in the cases referred to in points (a) and (b) of Article II.16.2.1.; or
- (d) the indicative date of completion of the necessary verification in the case referred to in point (c) of Article II.16.2.1.,

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

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

### **II.16.2.3 Resuming implementation**

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

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

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

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

### **II.16.3 Effects of the suspension**

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

- (a) set the date on which the *action* is to be resumed;
- (b) extend the duration of the *action*; and
- (c) make other changes necessary to adapt the *action* to the new situation.

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

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

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

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

## **ARTICLE II.17 — TERMINATION OF THE AGREEMENT**

### **II.17.1 Termination of the Agreement by the coordinator**

The beneficiaries may terminate the Agreement.

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

- (a) the reasons for termination; and
- (b) the date on which the termination takes effect. This date must be set after the *formal notification*.

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

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

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

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

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

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

The *formal notification* must include:

- (a) the reasons for termination;
- (b) the opinion of the beneficiary concerned by termination (or proof that this opinion has been requested in writing);
- (c) the date on which the termination takes effect. This date must be set after the *formal notification*; and
- (d) a request for amendment as provided for in Article II.17.4.2(a).

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

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

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

#### **II.17.3.1 Grounds for termination**

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

- (a) a change to the beneficiary's legal, financial, technical, organisational or ownership situation is likely to affect the implementation of the Agreement substantially or calls into question the decision to award the grant, or a change regarding the exclusion situations listed in Article 136 of Regulation (EU) 2018/1046, that calls into question the decision to award the grant;
- (b) following the termination of the participation of any one or several beneficiaries, the necessary modifications to the Agreement would call into question the decision awarding the grant or would result in unequal treatment of applicants;
- (c) the beneficiaries, any *related person* or any natural person who is essential for the award or for the implementation of the Agreement have committed serious *breach of obligations*, including improper implementation of the *action* as described in Annex I;
- (d) the implementation of the *action* is prevented or suspended due to *force majeure* or exceptional circumstances and either:
  - (i) resumption is impossible; or
  - (ii) the necessary changes to the Agreement would call into question the decision awarding the grant or be contrary to the equal treatment of applicants;
- (e) a beneficiary or a natural or legal person that assumes unlimited liability for the debts of that beneficiary:
  - (i) is declared bankrupt, is subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a Court, has entered into an agreement with creditors, has suspended business activities or is in any analogous situation arising from a similar procedure provided for under the Union or national law;

- (ii) is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;
- (f) a beneficiary or any *related person* or any natural person who is essential for the award or for the implementation of the Agreement has committed:
  - (i) *grave professional misconduct* proven by any means;
  - (ii) fraud;
  - (iii) corruption;
  - (iv) conduct related to criminal organisations;
  - (v) money laundering;
  - (vi) terrorism-related crimes (including terrorism financing);
  - (vii) child labour or other offences concerning trafficking of human beings;
- (g) the Agency has evidence that a beneficiary or any *related person* or any natural person who is essential for the award or for the implementation of the Agreement has committed *irregularities, fraud* or *breach of obligations* in the award procedure or while implementing the Agreement, including if that beneficiary, *related person* or natural person has submitted false information or failed to provide required information;
- (h) the Agency has evidence that a beneficiary has committed systemic or recurrent *irregularities, fraud* or serious *breach of obligations* in other Union or Euratom grants awarded to it under similar conditions and such *irregularities, fraud* or *breach of obligations* have a material impact on this grant;
  - (i) a beneficiary or any *related person* or any natural person who is essential for the award or for the implementation of the Agreement has created an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business;
  - (j) a beneficiary or any *related person* or any natural person who is essential for the award or for the implementation of the Agreement has been created with the intent referred to in point (i) or
  - (k) the Agency has sent a beneficiary, through the coordinator, a *formal notification* asking it to end the participation of its affiliated entity because that entity is in a situation provided for in points (e) to (j) and that beneficiary has failed to request an amendment ending the participation of the entity and reallocating its tasks.

### **II.17.3.2 Procedure for termination**

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

- (a) informing it of:
  - (i) its intention to terminate;
  - (ii) the reasons for termination; and
- (b) requiring it, within 45 calendar days of receiving the formal notification,:
  - (i) to submit observations on behalf of all beneficiaries; and

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

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

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

The termination takes effect:

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

#### **II.17.4 Effects of termination**

##### **II.17.4.1 Effects of terminating the Agreement:**

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

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

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

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

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

- (a) improper termination of the Agreement by the coordinator within the meaning of Article II.17.1; or
- (b) termination of the Agreement by the Agency on any of the grounds set out in points (c), (f) and points (g) to (j) of Article II.17.3.1.

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

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

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

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

- (i) a proposal to reallocate the tasks of the beneficiary or beneficiaries concerned by the termination; and
- (ii) if necessary, the addition of one or more new beneficiaries to succeed the beneficiary or beneficiaries concerned in all their rights and obligations under the Agreement.

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

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

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

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

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

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

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

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

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

- (a) improper termination of the participation of a beneficiary by the coordinator within the meaning of Article II.17.2 or
- (b) termination of the participation of a beneficiary by the Agency on any of the grounds set out in points (c), (f), (g), (h) or (i) of Article II.17.3.1.

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

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

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

- II.18.1** The Agreement is governed by the applicable Union law, complemented, where necessary, by the law of Belgium.
- II.18.2** In accordance with Article 272 TFEU, the General Court or, on appeal, the Court of Justice of the European Union, has sole jurisdiction to hear any dispute between the Union and any beneficiary concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably.
- II.18.3** In accordance with Article 299 TFEU, for the purposes of recovery within the meaning of Article II.26, the Agency or the Commission may adopt an enforceable decision to impose pecuniary obligations on persons other than States.

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

## PART B — FINANCIAL PROVISIONS

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

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

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

- (a) they are incurred within the *implementation period*, with the exception of costs relating to the request for payment of the balance and the corresponding supporting documents referred to in Article I.4.4;
- (b) they are indicated in the estimated budget of the *action*. The estimated budget is set out in Annex III;
- (c) they are incurred in connection with the *action* as described in Annex I and are necessary for its implementation;
- (d) they are identifiable and verifiable, in particular they are recorded in the beneficiary's accounting records and determined according to the applicable accounting standards of the country where the beneficiary is established and according to the beneficiary's usual cost accounting practices;
- (e) they comply with the requirements of applicable tax and social legislation; and
- (f) they are reasonable, justified and comply with the principle of sound financial management, in particular regarding economy and efficiency.

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

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

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

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

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

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

- (i) the person works under conditions similar to those of an employee (in particular regarding the way the work is organised, the tasks that are performed and the premises where they are performed);
- (ii) the result of the work belongs to the beneficiary (unless exceptionally agreed otherwise); and
- (iii) the costs are not significantly different from the costs of staff performing similar tasks under an employment contract with the beneficiary;
- (b) costs of travel and related subsistence allowances, provided that these costs are in line with the beneficiary's usual practices on travel;
- (c) the depreciation costs of equipment or other assets (new or second-hand) as recorded in the beneficiary's accounting statements, provided that the asset:
  - (i) is written off in accordance with the international accounting standards and the beneficiary's usual accounting practices; and
  - (ii) has been purchased in accordance with Article II.10.1 if the purchase occurred within the *implementation period*;

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

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

- (d) costs of consumables and supplies, provided that they:
  - (i) are purchased in accordance with Article II.10.1; and
  - (ii) are directly assigned to the *action*;
- (e) costs arising directly from requirements imposed by the Agreement (dissemination of information, specific evaluation of the *action*, audits, translations, reproduction), including the costs of requested financial guarantees, provided that the corresponding services are purchased in accordance with Article II.10.1;
- (f) costs entailed by *subcontracts* within the meaning of Article II.11, provided that the conditions laid down in Article II.11.1 (a), (b), (c) and (d) are met;
- (g) costs of financial support to third parties within the meaning of Article II.12, provided that the conditions laid down in that Article are met;
- (h) duties, taxes and charges paid by the beneficiary, notably value added tax (VAT), provided that they are included in eligible *direct costs*, and unless specified otherwise in the Agreement.

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

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

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

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

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

- (a) return on capital and dividends paid by a beneficiary;
- (b) debt and debt service charges;
- (c) provisions for losses or debts;
- (d) interest owed;
- (e) doubtful debts;
- (f) exchange losses;
- (g) costs of transfers from the Agency charged by the bank of a beneficiary;
- (h) costs declared by the beneficiary under another action receiving a grant financed from the Union budget. Such grants include grants awarded by a Member State and financed from the Union budget and grants awarded by bodies other than the Agency for the purpose of implementing the Union budget. In particular, beneficiaries receiving an operating grant financed by the EU or Euratom budget cannot declare indirect costs for the period(s) covered by the operating grant, unless they can demonstrate that the operating grant does not cover any costs of the action.
  - (i) contributions in kind from third parties;
  - (j) excessive or reckless expenditure;
  - (k) deductible VAT.

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

#### **II.20.1 Declaring costs and contributions**

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

- (a) for actual costs: the costs it actually incurred for the *action*;
- (b) for unit costs or unit contributions: the amount obtained by multiplying the amount per unit specified in Article I.3.2(a)(ii) or (b) by the actual number of units used or produced;
- (c) for lump sum costs or lump sum contributions: the global amount specified in Article I.3.2(a)(iii) or (c), if the corresponding tasks or part of the *action* as described in Annex I have been implemented properly;
- (d) for flat-rate costs or flat-rate contributions: the amount obtained by applying the flat rate specified in Article I.3.2(a)(iv) or (d);
- (e) for financing not linked to costs: the global amount specified in Article I.3.2(e), if the corresponding results or conditions as described in Annex I have been properly achieved or fulfilled;

- (f) for unit costs declared on the basis of the beneficiary's usual cost accounting practices: the amount obtained by multiplying the amount per unit calculated in accordance with the beneficiary's usual cost accounting practices by the actual number of units used or produced;
- (g) for lump sum costs declared on the basis of the beneficiary's usual cost accounting practices: the global amount calculated in accordance with its usual cost accounting practices, if the corresponding tasks or part of the *action* have been implemented properly;
- (h) for flat-rate costs declared on the basis of the beneficiary's usual cost accounting practices: the amount obtained by applying the flat rate calculated in accordance with the beneficiary's usual cost accounting practices.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) the cost accounting practices used constitute its usual cost accounting practices and are applied in a consistent manner, based on objective criteria independent from the source of funding;
- (b) the costs declared can be directly reconciled with the amounts recorded in its general accounts; and
- (c) the categories of costs used for the purpose of determining the costs declared are exclusive of any ineligible cost or costs covered by other forms of grant as provided for in Article I.3.2.

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

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

- (a) produced by an approved auditor or, if the beneficiary is a public body, by a competent and independent public officer; and
- (b) drawn up in accordance with Annex VIII.

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

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

- (a) the practices actually used comply with those approved by the Agency; and
- (b) the beneficiary did not conceal any information for the purpose of the approval of its cost accounting practices.

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

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

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

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

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

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

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

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

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

## **ARTICLE II.23 — NON-COMPLIANCE WITH REPORTING OBLIGATIONS**

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

- (a) did not submit a request for interim payment or payment of the balance accompanied by the documents referred to in Articles I.4.3 or I.4.4 within 60 calendar days following the end of the corresponding reporting period; and
- (b) still fails to submit such a request within further 60 calendar days following a written reminder sent by the Agency.

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

### **II.24.1 Suspension of payments**

#### **II.24.1.1 Grounds for suspension**

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

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

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

#### **II.24.1.2 Procedure for suspension**

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

- (a) informing it of:
  - (i) its intention to suspend payments;
  - (ii) the reasons for suspension;
  - (iii) in the cases referred to in points (a) and (b) of Article II.24.1.1, the conditions that need to be met for payments to resume; and
- (b) inviting it to submit observations within 30 calendar days of receiving the *formal notification*.

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

- (a) the suspension of payments;
- (b) the reasons for suspension;
- (c) the final conditions under which payments may resume in the cases referred to in points (a) and (b) of Article II.24.1.1;
- (d) the indicative date of completion of the necessary verification in the case referred to in point (c) of Article II.24.1.1.

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

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

#### **II.24.1.3 Effects of suspension**

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

- (a) any requests for payments and supporting documents referred to in Articles I.4.2, I.4.3 and I.4.4; or
- (b) where the suspension concerns the pre-financing payments or interim payments for one or several beneficiaries only, any requests for payments and supporting documents relating to the participation of the concerned beneficiary or beneficiaries in the *action*.

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

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

#### **II.24.1.4 Resuming payments**

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

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

#### **II.24.2 Suspension of the time limit for payments**

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

- (a) it does not comply with the Agreement;
- (b) the appropriate supporting documents have not been produced; or
- (c) there is a doubt about the eligibility of the costs declared in the financial statements and additional checks, reviews, audits or investigations are necessary.

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

- (a) the suspension; and
- (b) the reasons for the suspension.

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

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

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

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

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

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

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

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

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

Step 3 — Reduction due to the no-profit rule

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

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

This step is applied as follows:

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

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

- (i) the total sources of financing as indicated in the final financial statement and as accepted by the Agency multiplied by fifty per cent; or
- (ii) the amount of volunteers' work indicated in the estimated budget set out in Annex III.
- (c) If, as provided for in Article I.3.2(b), the grant takes the form of a unit contribution, the unit contribution specified in that Article is multiplied by the actual number of units approved by the Agency for the corresponding beneficiaries and affiliated entities;
- (d) If, as provided for in Article I.3.2(c), the grant takes the form of a lump sum contribution, the Agency applies the lump sum specified in that Article for the corresponding beneficiaries and affiliated entities if it finds that the corresponding tasks or part of the *action* were implemented properly in accordance with Annex I;
- (e) If, as provided for in Article I.3.2(d), the grant takes the form of a flat-rate contribution, the flat rate referred to in that Article is applied to the eligible costs or to the contribution approved by the Agency for the corresponding beneficiaries and affiliated entities;
- (f) If, as provided for in Article I.3.2(e), the grant takes the form of financing not linked to costs, the Agency applies the amount specified in that Article for the corresponding beneficiaries and affiliated entities if it finds that [the conditions specified in Annex I were fulfilled][and][the results specified in Annex I were achieved].

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

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

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

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

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

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

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

The profit must be calculated as follows:

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

{ receipts of the action

minus

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

The receipts of the action are calculated as follows:

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

plus

the amount obtained following Steps 1 and 2 }

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

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

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

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

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

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

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

- (a) informing it of:
  - (i) its intention to reduce the *maximum amount of the grant*;
  - (ii) the amount by which it intends to reduce the grant;
  - (iii) the reasons for reduction;
- (b) inviting it to submit observations within 30 calendar days of receiving the formal notification.

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

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

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

- (a) the amount obtained following Steps 1 to 3; or
- (b) the reduced grant amount following Step 4.

## **ARTICLE II.26 — RECOVERY**

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

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

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

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

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

### **II.26.3 Recovery procedure**

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

- (a) informing it of its intention to recover the amount unduly paid;
- (b) specifying the amount due and the reasons for recovery; and
- (c) inviting the beneficiary to make any observations within a specified period.

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

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

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

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

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

- (b) by drawing on the financial guarantee where provided for in accordance with Article I.5.2 ('drawing on the financial guarantee');
- (c) by holding the beneficiaries jointly and severally liable up to the maximum EU contribution indicated, for each beneficiary, in the estimated budget (Annex III as last amended);
- (d) by taking legal action as provided for in Article II.18.2 or in the Special Conditions or by adopting an enforceable decision as provided for in Article II.18.3.

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

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

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

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

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

### **ARTICLE II.27 — CHECKS, AUDITS AND EVALUATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) the beneficiary concerned is found to have committed systemic or recurrent *irregularities, fraud or breach of obligations* in other EU or Euratom grants awarded under similar conditions and such *irregularities, fraud or breach of obligations* have a material impact on this grant; and
- (b) the final audit findings are sent to the beneficiary concerned through a *formal notification*, together with the list of grants affected by the findings within the period referred to in Article II.27.1.

The extension of findings may lead to:

- (a) the rejection of costs as ineligible;
- (b) reduction of the grant as provided for in Article II.25.4;
- (c) recovery of undue amounts as provided for in Article II.26;
- (d) suspension of payments as provided for in Article II.24.1;
- (e) suspension of the *action* implementation as provided for in Article II.16.2;
- (f) termination as provided for in Article II.17.3.

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

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

**Step 1** — The *formal notification* must include:

- (i) an invitation to submit observations on the list of grants affected by the findings;
- (ii) a request to submit revised financial statements for all grants affected;
- (iii) where possible, the correction rate for extrapolation established by the Agency and/or the Commission to calculate the amounts to be rejected on the basis of the systemic or recurrent *irregularities, fraud or breach of obligations*, if the beneficiary concerned:
  - considers that the submission of revised financial statements is not possible or practicable; or
  - will not submit revised financial statements.

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

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

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

- (i) that it accepts the alternative method;
- (ii) of the revised eligible costs determined by applying this method.

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

- (i) that it does not accept the observations or the alternative method proposed;
- (ii) of the revised eligible costs determined by applying the extrapolation method initially notified to the beneficiary.

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

- (i) the revised final amount of the grant, determined in accordance with Article II.25 on the basis of the revised eligible costs declared by the beneficiary and approved by the Agency and/or the Commission or on the basis of the revised eligible costs after extrapolation; and
  - (ii) the total amount paid to the beneficiaries under the Agreement for the implementation of the *action*;
- (b) If the findings concern improper implementation or a breach of another obligation the procedure is as follows:

**Step 1** — The *formal notification* must include:

- (i) an invitation to the beneficiary to submit observations on the list of grants affected by the findings and
- (ii) the correction flat rate the Agency and/or the Commission intends to apply to the *maximum amount of the grant* or to part of it, according to the principle of proportionality.

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

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

- (i) that it accepts the alternative flat-rate;
- (ii) of the corrected grant amount by applying this flat rate.

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

- (i) that it does not accept the observations or the alternative flat rate proposed;
- (ii) of the corrected grant amount by applying the flat rate initially notified to the beneficiary.

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

- (i) the revised final amount of the grant after flat-rate correction; and
- (ii) the total amount paid to the beneficiaries under the Agreement for the implementation of the *action*.

## II.27.8 Rights of OLAF

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

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

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

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

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<sup>5</sup> 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.

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

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

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

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

### **ANNEX III**

#### **Estimated budget of the action**

#### **Maximum Grant contribution to the project costs**

	EUR
I <b>STAFF COSTS</b>	<b>269.815,00</b>
II <b>TRAVEL COSTS</b>	<b>118.570,00</b>
III <b>COSTS OF STAY</b>	<b>307.035,00</b>
IV <b>EQUIPMENT</b>	<b>183.675,00</b>
V <b>SUBCONTRACTING</b>	<b>20.500,00</b>
VI <b>EXCEPTIONAL COSTS</b>	<b>0,00</b>
<b>TOTAL GRANT CONTRIBUTION (total I – VI)</b>	<b>899.595,00</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

### 610456-EPP-1-2019-1-FR-EPPKA2-CBHE-JP

Co-beneficiary Institutions	PIC	City	Country
TECHNISCHE UNIVERSITAET DRESDEN	999897729	DRESDEN	DE
UNIVERSIDAD ANTONIO NARINO	998504033	BOGOTA	CO
UNIVERSIDAD CENTRAL DE VENEZUELA	998697257	CARACAS	VE
UNIVERSIDAD DE INVESTIGACION DE TECNOLOGIA EXPERIMENTAL YACHAY	933626844	URCUQUI	EC
Universidad Industrial de Santander	997938038	BUCARAMANGA	CO
Universidad Nacional de Ingenieria	994707938	SAN BORJA- LIMA	PE
UNIVERSIDAD NACIONAL MAYOR DE SAN MARCOS	999453081	LIMA	PE
UNIVERSIDAD SAN FRANCISCO DE QUITO	938699847	QUITO	EC
UNIVERSIDAD SIMON BOLIVAR	997939590	CARACAS	VE
UNIVERSITE PAUL SABATIER TOULOUSE III	999851169	TOULOUSE CEDE	FR
Affiliated Entity	PIC	City	Country
CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE - CNRS	999997930	PARIS	FR

Co-ordinator	PIC	City	Country
UNIVERSITE PARIS DIDEROT - PARIS 7	999865525	PARIS	FR



## MANDATE<sup>1</sup>

I, the undersigned,

**Dr. Andreas Handschuh, Chancellor,**

representing,

**Technische Universitaet Dresden [TUD]**

Public Body

**Helmholtzstraße 10**

**01069 Dresden, Germany**

*VAT number: DE 188 369 991*

*PIC number: 999 897 729*

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement *Latin American Alliance for Capacity building in Advanced Physics (LA-CONGA)* (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

### 1. Mandate

Université Paris Diderot-Paris

Établissements publics à caractère scientifique, culturel et professionnel

5 Rue Thomas Mann, 75013 Paris, FRANCE

*VAT number: FR 66197517238*

*PIC number: 999865525*

represented by **CLERICI Christine, President of Université Paris Diderot**  
(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.

---

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



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

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

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

## SIGNATURE<sup>2</sup>

Dr. Andreas Handschuh Technische Universität Dresden  
Chancellor - Der Kanzler -

Done at Dresden 06.02.2019

*Klaus Christian Gerhardt's European Project Center*

<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,

**Victor Hugo Prieto Bernal,**

representing,

**Universidad Antonio Nariño - UAN**

Higher Education Institution (tertiary level)

Official registration No : 1156

**Carrera 38 No. 58A-77 Of. 301. Bogota, Colombia**

VAT number: CO8600560707

PIC number: 998504033

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement *Latinamerican Alliance Capacity building in Advanced Physics (LA-CONGA Physics)*

(hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency") hereby:

### 1. Mandate

Université Paris Diderot-Paris

Établissements publics à caractère scientifique, culturel et professionnel

5 Rue Thomas Mann, 75013 Paris, FRANCE

VAT number: FR 66197517238

PIC number: 999865525

represented by **CLERICI Christine, President of Université Paris Diderot**

(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.

---

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



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

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

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

SIGNATURE<sup>2</sup>

Victor Hugo Prieto

President



Signature and stamp

Done at Bogota, 18/01/2019

---

<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. Cecilia García-Arocha Márquez,

representing,

**Universidad Central de Venezuela UCV**

National University

created on December 22, 1721 through Real Cédula in Lerma, Spain. Main registration number: 01

Ciudad Universitaria de Caracas

Los Chaguaramos

Caracas, Venezuela.

VAT number: VEG200000627

PIC number: 998697257

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement *Latin American Alliance for Capacity buildiNG in Advance Physics Initiative, LA-CONGA Physics Initiative* (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

### 1. Mandate

Université Paris Diderot-Paris

Établissements publics à caractère scientifique, culturel et professionnel

5 Rue Thomas Mann, 75013 Paris, FRANCE

VAT number: FR 66197517238

PIC number: 999865525

represented by CLERICI Christine, President of Université Paris Diderot

(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.

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

2019 CALL EAC/A03/2018

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.

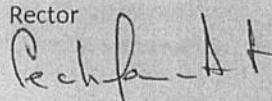
I hereby declare that the beneficiary agrees that the provisions of the grant agreement, including this mandate, shall take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of the grant agreement.

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

SIGNATURE<sup>2</sup>

Cecilia García-Arocha Márquez

Rector



Done at Caracas, December 03, 2019

---

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

## MANDATE<sup>1</sup>

I, the undersigned,

**Eduardo Ludeña Abarca ,**

representing,

**UNIVERSIDAD DE INVESTIGACION DE TECNOLOGIA EXPERIMENTAL YACHAY [UILEY]**

Public University

1768176820001

Hacienda San Jose S/N y Proyecto Yachay

VAT number: EC1768178620001

PIC number: 933626844

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement **LA-CONGA Physics Initiative for Latin American Alliance for Capacity building in Advance Physics Initiative** (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency") hereby:

### 1. Mandate

Université Paris Diderot-Paris

Établissements publics à caractère scientifique, culturel et professionnel

**5 Rue Thomas Mann, 75013 Paris, FRANCE**

VAT number: FR 66197517238

PIC number: 999865525

represented by **CLERICI Christine, President of Université Paris Diderot**  
(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.

---

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



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

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

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

SIGNATURE<sup>2</sup>

Eduardo Ludeña Abarca

✓ Rector Yachay Tech

Done at [Urcuquí], [28/01/2019]



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<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, the undersigned, **HERNAN PORRAS DÍAZ**, representing,

UNIVERSIDAD INDUSTRIAL DE SANTANDER, UIS  
Public University – Higher Education Institution  
Full Official Address: Carrera 27, Calle 9. Ciudad Universitaria. Bucaramanga – Colombia  
VAT number: CO890201213  
PIC number: 997938038  
Hereinafter referred to as "the beneficiary"

For the purposes of the signature and the implementation of the grant agreement LA-CONGA Physics Initiative (LatinAmerican Alliance for Capacity buildING in Advance Physics Initiative) (hereinafter referred to as "the grant agreement" with the Education, Audiovisual and Cultural Executive Agency (hereinafter referred to as "the Agency").

### 1. Mandate.

UNIVERSITÉ PARIS DIDEROT - PARIS  
Scientific, cultural and professional public institution  
Full Official Address: 5 Rue Thomas Mann, 75013 Paris, FRANCE  
VAT number: FR 66197517238  
PIC number: 999865525  
Represented by CLERICI Christine, President of Université Paris Diderot (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 term 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:

HERNÁN PORRAS DÍAZ  
President  
UNIVERSIDAD INDUSTRIAL DE SANTANDER.

Done at, Bucaramanga, Santander, Colombia, 04 -02- 2019







# UNIVERSIDAD NACIONAL DE INGENIERÍA

## Rectorado

### MANDATE<sup>1</sup>

I, the undersigned,  
Jorge Alva Hurtado,  
Rector

Universidad Nacional de Ingeniería [UNI]

Av. Túpac Amaru 210, Rímac  
15333  
Lima  
Perú

VAT number: PE20169004359

PIC number: 9020322392

Lima Perú

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement *Latinamerican Alliance Capacity building in Advanced Physics Initiative (LA-CONGA Physics Initiative)* (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")  
hereby:

#### 1. Mandate

Université Paris Diderot-Paris  
Établissements publics à caractère scientifique, culturel et professionnel  
5 Rue Thomas Mann, 75013 Paris, FRANCE

VAT number: FR 66197517238

PIC number: 999865525

represented by CLERICI Christine, President of Université Paris Diderot  
(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

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





# UNIVERSIDAD NACIONAL DE INGENIERÍA

## Rectorado

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>

**Dr. JORGE E. ALVA HURTADO**  
Rector

[Signature and stamp]

Done at Lima, 06/02/2019

<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,

**Orestes Cachay Boza,**

representing,

**Universidad Nacional Mayor de San Marcos [UNMSM]**

Public Higher Education Institution

N/A

**Calle Germán Armézaga 375, Lima 01, Lima - Peru**

*VAT number:* PE20148092282

*PIC number:* 999453081

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement *Latinamerican Alliance Capacity Building in Advanced Physics (LA-CONGA Physics)* (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

### 1. Mandate

Université Paris Diderot-Paris

Établissements publics à caractère scientifique, culturel et professionnel

5 Rue Thomas Mann, 75013 Paris, FRANCE

*VAT number:* FR 66197517238

*PIC number:* 999865525

represented by **CLERICI Christine, President of Université Paris Diderot**  
(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



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



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

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

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

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

SIGNATURE<sup>2</sup>

Orestes Cachay Boza

Rector



[Signature and stamp]

Done at Lima, January 31 2019



<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,

**Carlos Montufar Freile, Ph.D**

representing,

**Universidad San Francisco de Quito USFQ (USFQ)**

Teaching and Research Liberal Arts University

Founded in 1989 and registered by the Ecuadorian Government through Decreto Ejecutivo 3166.

Diego de Robles s/n, entre Francisco de Orellana y Pampite, Cumbayá Quito Ecuador

VAT number: EC1791836154001

PIC number: 938699847

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement *LatinAmerican Alliance for Capacity building in Advance Physics Initiative, LA\_CONGA Physics Ininitiative* (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

### 1. Mandate

Université Paris Diderot-Paris

Établissements publics à caractère scientifique, culturel et professionnel

5 Rue Thomas Mann, 75013 Paris, FRANCE

VAT number: FR 66197517238

PIC number: 999865525

represented by CLERICI Christine, President of Université Paris Diderot  
(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.

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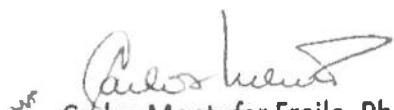
<sup>1</sup> One copy of this Annex shall be included for each beneficiary except for the coordinator.



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

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

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



Carlos Montufar Freile, Ph.D.  
Rector

Universidad San Francisco de Quito USFQ



[Signature and stamp]

Done at Cumbayá, January 29 2019



## MANDATE<sup>1</sup>

I, the undersigned,

**Prof. Enrique Planchart,**

representing,

**Universidad Simón Bolívar, USB**

National Experimental University,

created on July 18, 1967 through Decree No. 878 of the Republic of Venezuela, published on July 22, 1967 in the Official Document of the Republic of Venezuela No. 28.387,  
whose name was changed on July 9, 1969 through Decree No. 94 dated published on July 12, 1969 in the Official Document of the Republic of Venezuela No. 28.968,  
whose autonomy was stated on July 18, 1995 through Decree No. 755, published on July 19, 1995 in the Official Document of the Republic of Venezuela No. 35.756,  
registered in the Fiscal Information Registry under the number G-20000063-5

Carretera Baruta – Hoyo de la Puerta, Valle de Sartenejas, Baruta – Edo. Miranda, Caracas 1081, Venezuela.

VAT number: VEG200000635

PIC number: 997939590

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement *LatinAmerican Alliance for Capacity building in Advance Physics Initiative, LA-CONGA Physics Initiative*, (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")  
hereby:

### 1. Mandate

Université Paris Diderot-Paris

Établissements publics à caractère scientifique, culturel et professionnel

5 Rue Thomas Mann, 75013 Paris, FRANCE

VAT number: FR 66197517238

PIC number: 999865525

represented by CLERICI Christine, President of Université Paris Diderot  
(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.

---

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



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>**

**Enrique A. Planchart**

Rector



Done at Sartenejas, January 22, 2019

<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,

**Régine ANDRE-OBRECHT,**

representing,

**Université Paul Sabatier Toulouse III**

Etablissement Public à Caractère Scientifique, Culturel et Professionnel - EPCSCP

Official registration No : 193 113 842

located at **118 route de Narbonne, 31069 TOULOUSE cedex 9 - France**

VAT number: FR 17 193 113 842

PIC number: 999851169

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement ***Latin American Alliance for Capacity building in Advance Physics Initiative (LA-CONGA Physics Initiative)***

(hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

### 1. Mandate

Université Paris Diderot-Paris

Établissements publics à caractère scientifique, culturel et professionnel

5 Rue Thomas Mann, 75013 Paris, FRANCE

VAT number: FR 66197517238

PIC number: 999865525

represented by **CLERICI Christine, President of Université Paris Diderot**

(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

---

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

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>



Done at Toulouse, 02/09/2019

---

<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.

## ANNEXES V and VI

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

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

<b>Reports and Pre-financing</b>	<b>Deadlines</b>
<ul style="list-style-type: none"><li>• Progress report on the implementation of the action ('Technical report on progress') and Summary report for publication (Annex V)</li></ul>	<b>Within 60 calendar days following the end of the first reporting period</b>
<ul style="list-style-type: none"><li>• Request for payment and Statement on the use of the previous pre-financing instalment (Annex VI), on the condition that the Progress report on the implementation of the action ('Technical report on progress') has been submitted</li></ul>	<b>Within 6 month following the end of the first reporting period</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>• Model terms of reference for the certificate on the financial statements (Report of Factual Findings on the Final Financial Report – Type II)</li></ul>

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

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



**ANNEX VII**

**MODEL TERMS OF REFERENCE FOR THE  
CERTIFICATE ON THE FINANCIAL STATEMENTS**

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

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

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

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



## **ANNEX VIII**

### **MODEL TERMS OF REFERENCE FOR THE CERTIFICATE ON THE COMPLIANCE OF THE COST ACCOUNTING PRACTICES: NOT APPLICABLE**



## **ANNEX IX**

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





