

GRANT CONTRACT
- EXTERNAL ACTIONS OF THE EUROPEAN UNION -
NDICI-GEO-NEAR/2022/434-092- 0004

(the ‘contract’)

The Central Project Management Agency
Public Institution, registration number 126125624
S. Konarskio str., 13, LT-03109, Vilnius Lithuania
(‘the Contracting Authority’),

of the one part,

and

Czech National Agency for International Education and Research

State contributory organization of the Czech Ministry of Education, Youth and Sports
registration number 61386839

Na Porici 1035/4, CZ-110 00 Praha 1, Czech Republic

(hereinafter the ‘Beneficiary’)

of the other part,

(the ‘parties’)

have agreed as follows:

Special conditions

Article 1 — Purpose

- 1.1 The purpose of this contract is the award of a grant by the Contracting Authority to finance the implementation of the action entitled: EU4Belarus – Support to Advanced Learning and Training (SALT II) (the ‘Action’) described in Annex I.
- 1.2 The Beneficiary shall be awarded the grant on the terms and conditions set out in this contract, which consists of these special conditions (the ‘special conditions’) and the annexes, which the Beneficiary hereby declares it has noted and accepted.
- 1.3 The Beneficiary accepts the grant and undertakes to be responsible for carrying out the action.

Article 2 — Implementation period of the action

- 2.1 This contract shall enter into force on the date when the second of the two parties signs.
- 2.2 Implementation of the Action shall begin on 1st of September 2023.
- 2.3 The implementation period of the Action, as laid down in Annex I, is for 25 months.
- 2.4 The execution period of this contract shall end when the payment of the balance is made by the contracting authority and, in any event, at the latest 18 months after the end of the implementation period as stipulated in Article 2.3 unless postponed in accordance with Article 12.5 of Annex II.

Article 3 — Financing the action

- 3.1 The total eligible costs are estimated at EUR 126 000,00 EUR as set out in Annex III.
- 3.2 The contracting authority undertakes to finance a maximum amount of EUR 126 000,00
The grant is further limited to 100% of the total eligible cost of the action specified in paragraph 3.1.
The final amount of the Contracting Authority’s contribution shall be determined in accordance with Articles 14 and 17 of Annex II.

Article 4 — Reporting and payment arrangements

- 4.1 Payments shall be made in accordance with Article 15 of Annex II option no. 2 as set out in Article 15.1
Initial pre-financing payment: EUR 96 250,00 (subject to the provisions of Annex II);
Further pre-financing payments(s): EUR 29 750,00 (subject to the provisions of Annex II);
Balance of the final amount of the grant: (subject to the provisions of Annex II): EUR 0.
- 4.2 If the system becomes available, an electronic system will be used by the contracting authority and the beneficiary(ies) for all stages of implementation including, inter alia, management of the contract (amendments and notifications), reporting (including reporting on results) and payments. The Beneficiary will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract. With regard to interim and final reports, the Beneficiary will be expected to use the forms in the electronic system for encoding and submitting the reports.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 2 above, or at a later date. In the latter case, the Contracting Authority will inform the Beneficiary in writing that he/they will be required to use the electronic system for all communications within a maximum period of 3 months.

Article 5 — Contact addresses

- 5.1 Any communication relating to this Contract shall be in writing, state the number and title of the action and be sent to the following addresses:

For the Contracting Authority

Central Project Management Agency

S. Konarskio str., 13, LT-03109, Vilnius Lithuania

Email: info@cpva.lt and r.grigaliuniene@cpva.lt

For the Beneficiary

Czech National Agency for International Education and Research

State contributory organization of the Czech Ministry of Education, Youth and Sports

registration number 61386839

Na Porici 1035/4, CZ-110 00 Praha 1, Czech Republic

E-mail: info@dzs.cz and nina.bosnicova@dzs.cz

Article 6 — Annexes

6.1 The following documents are annexed to these special conditions and form an integral part of the contract:

Annex I: Description of the action

Annex II: General conditions applicable to European Union-financed grant contracts for external actions

Annex III: Budget for the action (worksheets 1, 2 and 3)

Annex IV: Standard request for payment and financial identification form

Annex V: Model narrative and financial report

Annex VI: Statement and supporting documents

Annex VII: List of Students

6.2 In the event of a conflict between the provisions of the present special conditions and any annex thereto, the special conditions shall take precedence. In the event of a conflict between the provisions of Annex II and those of the other annexes, those of Annex II shall take precedence.

Article 7 — Other specific conditions applying to the action

7.1 The general conditions in Annex II are supplemented by the following:

7.1.1 Beneficiaries must ensure that there is no detection of natural persons in the lists of EU restrictive measures. The lists of persons, groups, entities subject to the EU restrictive measures are published on the following website: www.sanctionsmap.eu

7.2 The following derogations from Annex II shall apply:

7.2.1. By derogation to Article 15.1 of Annex II, the Beneficiary shall submit to the Contracting Authority the reports in accordance with the following requirements unless otherwise agreed with the Contracting Authority:

Type of a report and its number	Documents to be submitted	Reporting period	Deadline for submission
Interim Report	Narrative interim report (Annex V) Financial interim report (Annex V) Forecast and interim payment request (Annex IV)	01/09/2023- 30/09/2024	October 31, 2024

	Supporting documents Statement (Annex VI)		
Final Report	Final narrative report (Annex V) Final Financial Report (Annex V) Supporting documents Statement (Annex VI)	01/10/2024-30/09/2025	November 30, 2025

7.2.2 By derogation to Article 15.1 option 2 paragraph (i) of the Annex II the total amount of pre-financing is 100 percentage in Article 3.2 of the Special Conditions, excluding not authorised contingencies.

7.2.3 By derogation to Article 15.1 (i), (ii) of the Annex II the amount of pre-financing for each year should be calculated as following:

- First instalment for period from 01/09/2023 to 31/01/2025, and in accordance with Article 15.3 of Annex II, will be paid based on the signed Contract.
- Second instalment for period from 01/02/2025 to 30/09/2025, will be based on Interim payment request of the Interim Report.

7.2.4 By way of derogation from Article 15.2 of Annex II, in all cases the coordinator shall submit the Final Report to the contracting authority no later than 2 months after the end of implementation period as defined in Article 2 of the special conditions.

7.2.5 By derogation to Article 15.3, 15.7 of Annex II the requirement for expenditure verification report is waived.

7.2.6 By derogation to Article 15.1 option 2 paragraph (ii) of Annex II, the Article 15.1 option 2 paragraph (ii) is supplemented by the following subparagraph:

- In instances where a pre-financing payment is disbursed prior to the completion of the document assessment as provided for in Article 15.3, the Contracting Authority shall have a right to disburse the full requested amount in the Payment Request or pay a reduced amount in accordance with stipulations of “option 2” of Article 15.1 of Annex II, interim findings from the assessment of submitted documents, or due to other valid reasons. Should the initial disbursement of pre-financing payment be reduced, the remaining amount would be paid after finalization of assessment of the documents. The Contracting Authority shall have a right to reduce the remaining pre-financing payment amount if after the completion of the document assessment it is established that the prior disbursed sum surpassed the finalized amount due.

7.2.7 By derogation to Article 15.3 of Annex II, the Article 15.3 is supplemented by the following paragraphs:

The Contracting Authority has a right to make the further pre-financing payments based on the submitted narrative and financial reports, Payment Request, and supporting documents, notwithstanding the finalization of a comprehensive assessment of said documents, if the Contracting Authority determines the need for clarifications, modifications, or supplementary information or additional requisite supporting documents which could result in prolonged assessment of the documents.

If the pre-financing payment is disbursed prior to the conclusive assessment of documents, and the disbursed sum surpasses the finalized amount due, determined after completion of the document assessment, the Contracting Authority shall have the right to recovery as provided for in Article 18 of the Annex II or reduction of the further pre-financing payments as provided for in Article 15.1 option 2 paragraph (ii).

7.3 Articles 1.3 and 1.4 of Annex II shall be replaced by the following:

1. Processing of personal data related to the implementation of the Contract by the Contracting Authority takes place in accordance with the national legislation of the state of the Contracting Authority and with the provisions of the respective financing agreement.

2. To the extent that the grant Contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the grant contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the grant contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the grant contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with 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/EC¹ and as detailed in the specific privacy statement published at ePRAG.

This Grant Contract is done in English and signed with a valid electronic signature of both parties.

For the beneficiary(ies)

Name Roman Klepetko

Title Deputy Director

Signature

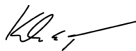
Digitálně podepsal

Roman Klepetko

Datum: 2024.04.09

16:17:25 +02'00'

Date



For the contracting authority

Name Rasa Suraučienė

Title Deputy Director

Signature

Date

¹ OJ L 205 of 21.11.2018, p. 39.

Description of the Action

EU4BELARUS – SUPPORT TO ADVANCE LEARNING AND TRAINING

SCHOLARSHIP SCHEME

Annex I to the Direct Grant Agreement

Contents

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List of Abbreviations

[illegible]

1 Background of the Action

The presidential elections on August 9, 2020, in Belarus were declared by independent observers neither free nor fair. Young people, university and academic community, some employees of state-run enterprises were at the forefront of the post-election demonstrations. Students and faculty members of the leading universities in Belarus, as well as researchers and scientists, held numerous actions of solidarity, while requesting the Belarusian authorities to stop violent actions against peaceful protesters, release detainees and political prisoners, nullify the election results. As a result, young people, faculty staff, academia and some employees of state-run enterprises have been a key target in the authorities' efforts to pacify the public. Dozens of academics and faculty members, and some employees of state-run enterprises were fired for supporting the protests, a lot of students were expelled from universities and/or forced to leave the country.

The Belarusian students expelled from their higher education institutions or persecuted on political grounds for expressing their civic position have faced social and educational challenges, i.e., how to continue studies and find alternative ways for living. Several independent Belarusian non-governmental organisations stepped up with initiatives to provide support to those affected by the political repressions, launch fund-raising activities, and facilitate matching of needs and demands from the Belarusian students for alternative opportunities. Several EU MS countries and individual universities offered free-of-charge places at universities or specialised training courses for young people from Belarus.

In response to the political crisis following the presidential elections in Belarus, the European Union adopted the special measure “EU4Belarus: Solidarity with the People of Belarus” in December 2020. Its overall objective was to contribute towards reinforcing resilience to achieve civic empowerment and sustainable economic growth in Belarus. A separate programme “Support to Advanced Learning and Training” (EU4Belarus Programme SALT) was launched to specifically target youth and education. The EU funded Action “Support for Advanced Learning and Training- EU4Belarus-SALT” contribution agreement No. ENI/2021/423-841 was signed on June 18, 2021, between Central Project Management Agency (CPMA) and the European Union, represented by the European Commission. Grant agreement No ENI/2021/423-841-0005 was signed on December 15, 2021, between CPMA and the Czech National Agency for International Education and Research (hereinafter –DZS) for implementation of the Action “EU4Belarus-SALT I”.

With no realistic perspective of a short-term political resolution to the current crisis, the European Commission adopted another special measure in favour of Belarus in December 2021. The Action entitled “EU4Belarus: Reinforcing Resilience and Democratisation” has the overall objective to reinforce the resilience and capacity among the Belarusian people affected by the political crisis to achieve democratic changes in Belarus. The current Action – the 2nd Phase of EU4BELARUS Support for Advanced Learning and Training (EU-SALT II) – concerns the implementation of activities aimed at promoting mobility and people-to-people contacts for Belarusian youth, academics and professionals and focuses on: (1) the placement and management of academic programme for students (scholarships), academic staff (fellowships and project grants), and (2) creating Lifelong learning opportunities for Belarusians through distance learning. The action will also provide support to operations and development of the Belarusian university in exile, the European Humanities University (EHU). The EU funded Action “EU4Belarus: Support for Advanced Learning and Training - SALT II” contribution agreement No. NDICI-GEO-NEAR/2022/434-092 was signed on August 29, 2022, between CPMA and the European Union,

represented by the European Commission. One of its Activities is Activity 1.2. „Cost of living student scholarship scheme“, which foresees support through scholarships that cover costs of living to Belarusian students affected by the current political crisis in Belarus.

The current Action is predominantly meant for individual Belarusian citizens seeking EU based alternatives as opposed to what is offered by the state ideology driven system in Belarus. This is specifically directed at active young people who will form the future cohort of democratic change drivers in the country. This Action foresees Activity 1.2. „Cost of living student scholarship scheme“ implementation in the Czech Republic.

Upon request, DZS will provide to CPMA statistical data on Belarusian students studying in the Czech Republic through other scholarship programmes, most notably the Erasmus + International Credit Mobility.

2 Objective

The objective of this Action is to ensure that Belarus students who have fallen victims or are under threat of the regime are able to receive scholarships and continue their studies at universities and colleges in the Czech Republic.

3 Scholarship management scheme

The scholarship scheme developed within the framework of EU4Belarus SALT II Programme does not aim to replace what has been offered by the selected EU MS to Belarusian students, rather adds to the support provided by the EU MS in similar manner as SALT I programme. The EU MS (relevant administrations or participating universities) typically guarantee free places at universities by covering tuition fees, while coverage of other related costs of studies is not usual. Therefore, the Action will offer students living costs allowance that in many cases influence possibilities of a student to study abroad. In particular, the scholarships will apply to students who have been repressed or under threat of repressions by the regime.

The scholarship scheme supports Belarusian students with the following:

- Monthly scholarship to a student in a fixed amount of 450 EUR to cover living costs in EU Member State. It is to be paid for the period actually studied in academic year starting on the first day of student's education for academic year (1st day of studies of the academic year) and ending in June/July, the last day of the final primary examination session of the academic year, max. 10 monthly instalments per academic year.

This specific action implemented by the Czech National Agency for International Education and Research as designated contact point (hereinafter – Contact point) institution having exclusive competence in relation to EU4Belarus Programme in Czech Republic, in collaboration with CPMA, as implementing agency for EU4Belarus Programme, is to facilitate efficient delivery of the aid to Belarusian students studying in the Czech Republic.

The action will particularly concentrate on the target group of Belarusian students who:

- Have started full-time studies in bachelor's or master's programmes at universities in Lithuania, Latvia, the Czech Republic, and Poland no earlier than the 2020/2021 academic year;

- Have a conditional or unconditional acceptance letter from a university in the selected EU member states, or have been already studying at a university in the EU Member State;
- Have been expelled from a university in Belarus, threatened or persecuted on political grounds, in other way politically oppressed and, thus, socially vulnerable;
- Have demonstrated personal motivation and capacity to continue and complete their studies.

In the framework of the action, the Contact point will assume the following activities:

- Coordination with relevant authorities, universities and educational institutions in the EU MS offering study programmes to Belarusian students, including collecting and sharing information and communication;
- Verification of student status of the scholarship candidates at a given university prior to acceptance of the scholarship;
- Contribution to monitoring of the students' academic progress and compliance with code of ethics.

The action will contain the operational steps as follows:

Student admission to universities in the EU member states proceeds independently from the action, following procedures set by the EU MS/university and in line with usual academic processes and schedules set in the country. In parallel, Contracting Authority will organize publication of a call for scholarship application inviting Belarusian students to apply. The Contact point is encouraged to distribute information about the opportunity through universities, relevant student networks and other information channels for better outreach to Belarusian students.

Evaluation of the scholarship applications received as well as selection and award of the funding will be organized by the Contracting Authority. The Contact point may be approached for advice and opinion or additional information on a student to assess his/her eligibility and compliance with priority selection criteria.

The decision on the award means a long-term commitment to provide the selected Belarusian students with the support for a full length of their undergraduate or graduate studies (Bachelor's or Master's degree) in the EU member state. The commitment may be reviewed should a student fail to demonstrate satisfactory academic progress or breach the code of conduct set by university or terminate studies due to personal reasons.

Following information about the scholarship award, the Contact point will coordinate with universities as per internal procedures in the EU MS and enter into contractual relations with the student awarded the scholarship under EU4Belarus Programme. The Contact point will also arrange for financial payments as appropriate so that delivery of the support to the student awarded the scholarship under EU4Belarus Programme scheme is ensured.

The Contact point and Contracting Authority will further monitor student's academic progress and adherence to the university code of conduct. This will be performed on the basis of regular reports and an exchange of information. Contact Point will ensure timely communication to students about timing and delays of payment of scholarships, if any.

The activities listed above are indicative and may be reviewed in consultations of the Contact point and Contracting Authority in order to adjust management of the schemes in the most efficient and effective way, as well as to monitor the changing political, social or economic environment.

1. Supplementing provisions:

- 1.1. Only the costs actually incurred are eligible, i.e., paid to the student for actual study period during the academic year (see provision 1.4) and management costs per number of students administered, regardless of the duration of the student's studies per academic year (see provision 1.6).*
- 1.2. If the student drops out/withdraws from studies or takes an academic leave, the payment of living costs is terminated.*
- 1.3. The maximum number of payments of the scholarship depends on the duration of the actually studied period in academic year, i.e.:*
 - 1.3.1 The eligible period of the academic year is from the first day of the first semester to latest day of these options: final day of primary examination session; last day of course, work, lectures of the second semester, excluding summer holidays (i.e. 9 or 10 months).*
 - 1.3.2 when the academic year lasts 9 months, the living costs are paid for 9 months, and yearly amount of the management costs are paid.*
 - 1.3.3 when the academic year lasts 10 months, the living costs are paid for 10 months, and yearly amount of the management costs are paid.*
 - 1.3.4 taking into account the fact that the academic year is determined in months and days, and the student studied for the entire academic year, payments are made for all months and payments are not recalculated based on days (e.g. academic year from 20xx/10/01 to 20xx+1/06/5, during this period the student studied, the payment received is for 9 months).*

Provisions for living costs

1.4. In the following cases:

- 1.4.1. the student passed the exams before the end of the session, it is paid for the eligible period of academic year (see 1.3.1)*
- 1.4.2. the exam session ended before the end of the academic year, it is paid for eligible period of academic year (see 1.3.1).*
- 1.4.3. the student has dropped out and lost his/her student status, withdrawn from the student list or has taken an academic leave of absence, left studies himself he/she shall be paid for the number of months he/she has been in the studies, except for the case referred to in 1.8.1.*
- 1.4.4. The full monthly scholarship will be paid if the student has studied at least one day of the month. i.e. if the student has not studied for a full month (e.g. the student has dropped out and lost his/her student status, withdrawn from the student list or has taken an academic leave of absence, left studies himself, except for the case referred to in 1.8.1), the amount of the scholarship will not be recalculated, and the student will receive the full monthly scholarship.*
- 1.5. Regardless of the day of the month in which the student actually started his/her studies, the monthly scholarship will be paid for the whole month, provided that the student has studied on at least one day of that month (except for the case referred to in 1.8.1)*

Provisions for management costs

- 1.6. Management costs are paid regardless of the studies duration and the cost of living paid. If the student has studied for at least one day during the academic year, the management costs are paid for the whole academic year (the management cost result (unit) is the administered student, i.e. the student who has studied for at least one day during the reported academic year).*

Other provisions

1.7. If risks are identified, additional documentation of payment to the student may be requested.

1.8. In all cases, it must be ensured that there is no double funding, including but not limited to:

1.8.1. When a student travels to study under Erasmus+ and other programs, the payment of living costs is suspended and recalculated in proportion to the days studied before departure/ after return.

1.8.2. If the sign of a double funding is detected, the CPMA has the right to request documentation from the student and/or the contact points in the Member States in order to carry out an evaluation and take an appropriate decision for each individual situation.

1.9. Living costs are paid only for students who are studying in the host country university full-time (i.e., living costs are not paid when the study method is remote).

1.10. Eligible students must have started full-time studies in bachelor's or master's programmes at universities in the Czech Republic no earlier than the 2020/2021 academic year.

4 Monitoring and Reporting

During the implementation period of the action, the Contact point is requested to report to Contracting Authority on academic progress of Belarusian students awarded scholarships under EU4Belarus Programme. Both the narrative and the financial reports (in forms as presented in Annex V and Annex VI of the Contract) is to be provided at the end of the academic year by 31st of 31 October for the interim report and November 30th for the final report together with the supporting documents.

In case the student awarded scholarship under EU4Belarus Programme drops out of university before s/he completes the studies and obtains a bachelor's or master's degree due to personal or other reasons, the Contact point must inform Contracting Authority within 30 calendar days since the fact is known.

The Contact point has obligation to report to the Contracting Authority on:

- monitoring academic students' performance.

Reports on academic performance of awarded students should be provided by e-mail to the Contracting Authority within 30-60 days after the end of each semester¹. After the first semester a document in free form is to be provided including information about students' progress, the grade point average of exams taken, facts of dropouts or any other change of students' circumstances.

5 Communication and Visibility

Communication and visibility will be given high importance during the implementation of the action. The main communication objective in the action will be to bring together EU and all EU Member States' support for the people of Belarus under one visible common banner (using Team Europe approach); thus demonstrating EU solidarity with the people of Belarus. The EU's visibility

¹ Agreed exception with the spring semester of 2023/2024.

requirements as set out in the Communication and Visibility Manual for EU External Actions will be followed, as appropriate. Communication and visibility measures will be coordinated between the Contact point and CPMA. As a minimum, they will indicatively include messages and information about the EU contribution published by the Contact point after the scholarships are awarded; provisions in the scholarship agreement signed with the student stipulating the EU funding.

ANNEX II

General conditions applicable to European Union-financed grant contracts for external actions

CONTENTS

Explanations of the terms used throughout these general conditions may be found in the ‘Glossary of terms’, Annex A1a to the practical guide.

In case of operating grants, the term ‘action’ should be understood as ‘work programme’.

The term ‘coordinator’ refers to the beneficiary identified as the coordinator in the special conditions.

The term ‘beneficiary(ies)’ refers collectively to all beneficiaries, including the coordinator, of the action. When there is only one beneficiary of the action, the terms beneficiary(ies) and coordinator should both be understood as referring to the only beneficiary of the action.

The term ‘party(ies) to this contract’ refers to the party signatory of this contract (i.e. the beneficiary(ies) and the contracting authority).

All references to ‘days’ in this contract are to calendar days, unless otherwise specified.

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GENERAL AND ADMINISTRATIVE PROVISIONS

ARTICLE 1 - GENERAL PROVISIONS

General principles

- 1.1. The beneficiary(ies) and the contracting authority are the only parties to this contract. Where the European Commission is not the contracting authority, it is not party to this contract, which confers on the European Commission only the rights and obligations explicitly mentioned in this contract.
- 1.2. This contract and the payments attached to it may not be assigned to a third party in any manner whatsoever without the prior written consent of the contracting authority.

Processing of personal data by the Commission

- 1.3. Any personal data included in the grant contract must be processed by the Commission in accordance with Regulation (EU) No 2018/1725.

Such data must be processed by the data controller identified in the special conditions solely for implementing, managing and monitoring the grant contract or to protect the financial interests of the EU, including checks, audits and investigations in accordance with Article 16 of these general conditions.

The beneficiaries have the right to access, rectify or erase their own personal data and the right to restrict the processing of their personal data 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 the special conditions.

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

Processing of personal data by the beneficiaries

- 1.4. 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 grant contract. 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 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.

Role of the beneficiary(ies)

1.5. The beneficiary(ies) shall:

- a) carry out the action jointly and severally vis-a-vis the contracting authority taking all necessary and reasonable measures to ensure that the action is carried out in accordance with the description of the action in Annex I and the terms and conditions of this contract.

To this purpose, the beneficiary(ies) shall implement the action with the requisite care, efficiency, transparency and diligence, in line with the principle of sound financial management and with the best practices in the field;

- b) be responsible for complying with any obligation incumbent on them from this contract jointly or individually;
- c) forward to the coordinator the data needed to draw up the reports, financial statements and other information or documents required by this contract and the annexes thereto, as well as any information needed in the event of audits, checks, monitoring or evaluations, as described in Article 16;
- d) ensure that all information to be provided and requests made to the contracting authority are sent via the coordinator;
- e) agree upon appropriate internal arrangements for the internal coordination and representation of the beneficiary(ies) vis-a-vis the contracting authority for any matter concerning this contract, consistent with the provisions of this contract and in compliance with the applicable legislation(s).

1.5 bis. Grant beneficiaries and contractors must ensure that the subcontractors and all natural persons linked to the contract, including participants to workshops and/or trainings and recipients of financial support to third parties, do not include entities/persons included in the lists of EU restrictive measures.

Role of the coordinator

1.6. The coordinator shall:

- a) monitor that the action is implemented in accordance with this contract and ensure coordination with all beneficiary(ies) in the implementation of the action;
- b) be the intermediary for all communications between the beneficiary(ies) and the contracting authority;
- c) be responsible for supplying all documents and information to the contracting authority which may be required under this contract, in particular in relation to the narrative reports and the requests for payment. Where information from the beneficiary(ies) is required, the coordinator shall be responsible for obtaining, verifying and consolidating this information before passing it on to the contracting authority.

Any information given, as well as any request made by the coordinator to the contracting authority, shall be deemed to have been given in agreement with all beneficiary(ies);

- d) inform the contracting authority of any event likely to affect or delay the implementation of the action;
- e) inform the contracting authority of any change in the legal, financial, technical, organisational or ownership situation of any of the beneficiary(ies), as well as, of any change in the name, address or legal representative of any of the beneficiary(ies);
- f) be responsible in the event of audits, checks, monitoring or evaluations, as described in Article 16 for providing all the necessary documents, including the accounts of the beneficiary(ies), copies of the most relevant supporting documents and signed copies of any contract concluded according to Article 10;
- g) have full financial responsibility for ensuring that the action is implemented in accordance with this contract;
- h) make the appropriate arrangements for providing the financial guarantee, when requested, under the provisions of Article 4.1 of the special conditions;
- i) establish the payment requests in accordance with the contract;
- j) be the sole recipient, on behalf of all of the beneficiary(ies), of the payments of the contracting authority. The coordinator shall ensure that the appropriate payments are then made to the beneficiary(ies) without unjustified delay;
- k) not delegate or subcontract any, or part of, these tasks to the beneficiary(ies) or other entities.

ARTICLE 2 - OBLIGATION TO PROVIDE FINANCIAL AND NARRATIVE REPORTS

- 2.1. The beneficiary(ies) shall provide the contracting authority with all required information on the implementation of the action. The report shall describe the implementation of the action according to the activities envisaged, difficulties encountered and measures taken to overcome problems, eventual changes introduced, as well as the degree of achievement of its results (impact, outcomes or outputs) as measured by corresponding indicators. The report shall be laid out in such a way as to allow monitoring of the objective(s), the means envisaged or employed and the budget details for the action. The level of detail in any report should match that of the description of the action and of the budget for the action. The coordinator shall collect all the necessary information and draw up consolidated interim and final reports. These reports shall:
- a) cover the action as a whole, regardless of which part of it is financed by the contracting authority;
 - b) consist of a narrative and a financial report drafted using the templates provided in Annex VI;
 - c) provide a full account of all aspects of the action's implementation for the period covered, including in case of simplified cost options the qualitative and quantitative information needed to demonstrate the fulfilment of the conditions for reimbursement established in this contract;
 - d) include the current results within an updated table based on the logical framework matrix including the results achieved by the action (impact, outcomes or outputs) as measured by their corresponding indicators; agreed baselines and targets, and relevant sources of verification;
 - e) determine if the intervention logic is still valid and propose any relevant modification including regarding the logical framework matrix;
 - f) be drafted in the currency and language of this contract;
 - g) include any update on the communication plan, if such a plan has been requested by the European Commission, as provided by Article 6.2;

- h) include any relevant reports, publications, press releases and updates related to the action;
 - i) include any update on the self-evaluation questionnaire on sexual exploitation, abuse and harassment (SEA-H) or on the related list of envisaged measures indicated therein and submitted during the award procedure.
- 2.2. Additionally the final report shall:
 - a) cover any period not covered by the previous reports;
 - b) include the proofs of the transfers of ownership as referred to in Article 7.6.
- 2.3. The special conditions may set out additional reporting requirements.
- 2.4. The contracting authority may request additional information at any time. The coordinator shall provide this information within 30 days of the request, in the language of the contract.
- 2.5. Reports shall be submitted with the payment requests, according to Article 15. If the coordinator fails to provide any report or fails to provide any additional information requested by the contracting authority within the set deadline without an acceptable and written explanation of the reasons, the contracting authority may terminate this contract according to Article 12.2 (a) and (f).

ARTICLE 3 - LIABILITY

- 3.1. The contracting authority cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the beneficiary(ies) while the action is being carried out or as a consequence of the action. The contracting authority cannot, therefore, accept any claim for compensation or increases in payment in connection with such damage or injury.
- 3.2. The beneficiary(ies) shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them while the action is being carried out or as a consequence of the action. The beneficiary(ies) shall discharge the contracting authority of all liability arising from any claim or action brought as a result of an infringement of rules or regulations by the beneficiary(ies) or the beneficiary(ies)'s employees or individuals for whom those employees are responsible, or as a result of violation of a third party's rights. For the purpose of this Article 3 employees of the beneficiary(ies) shall be considered third parties.

ARTICLE 4 - CONFLICT OF INTERESTS AND CODE OF CONDUCT

- 4.1. The beneficiary(ies) shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of this contract. Such conflict of interests may arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest.
- 4.2. Any conflict of interests which may arise during performance of this contract must be notified in writing to the contracting authority without delay. In the event of such conflict, the coordinator shall immediately take all necessary steps to resolve it.
- 4.3. The contracting authority reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken if necessary.
- 4.4. The beneficiary(ies) shall ensure that its staff, including its management, is not placed in a situation which could give rise to conflict of interests. Without prejudice to its obligation

under this contract, the beneficiary(ies) shall replace, immediately and without compensation from the contracting authority, any member of its staff in such a situation.

- 4.5. The beneficiary (ies) shall at all-time act impartially and as a faithful adviser in accordance with the code of conduct of its profession as well as with appropriate discretion. It shall refrain from making any public statements concerning the action or the services without the prior approval of the contracting authority. It shall not commit the contracting authority in any way whatsoever without its prior consent, and shall make this obligation clear to third parties.
- 4.6. Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited. The beneficiary (ies) shall also inform the contracting authority of any breach of ethical standards or code of conduct as set in the present Article. In case the beneficiary (ies) is aware of any violations of the abovementioned standards, it shall report in writing within 30 days to the contracting authority.
- 4.7. The beneficiary(ies) and its/their staff shall respect human rights, applicable data protection rules and environmental legislation applicable in the country(ies) where the action is taking place and internationally agreed core labour standards, e.g. the ILO core labour standards, conventions on freedom of association and collective bargaining, elimination of forced and compulsory labour, elimination of discrimination in respect of employment and occupation, and the abolition of child labour.
- 4.8. The beneficiary(ies) or any related person shall not abuse of its entrusted power for private gain. The beneficiary(ies) or any of its subcontractors, agents or staff shall not receive or agree to receive from any person or offer or agree to give to any person or procure for any person, gift, gratuity, commission or consideration of any kind as an inducement or reward for performing or refraining from performing any act relating to the performance of the contract or for showing favour or disfavour to any person in relation to the contract. The beneficiary(ies) shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption.
- 4.9. The payments to the beneficiary(ies) under the contract shall constitute the only income or benefit it may derive in connection with the contract, with the exception of revenue generating activities. The beneficiary(ies) and its/their staff must not exercise any activity or receive any advantage inconsistent with their obligations under the contract.
- 4.10. The execution of the contract shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the contract or not stemming from a properly concluded contract referring to the contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company. The contracting authority and the European Commission may carry out documentary or on-the-spot checks they deem necessary to find evidence in case of suspected unusual commercial expenses.
- 4.11. The respect of the code of conduct set out in the present Article constitutes a contractual obligation. Failure to comply with the code of conduct is always deemed to be a breach of the contract under Article 12 of the General Conditions. In addition, failure to comply with the provision set out in the present Article can be qualified as grave professional misconduct that may lead either to suspension or termination of the contract, without prejudice to the application of administrative sanctions, including exclusion from participation in future contract award procedures. In case of breach of Article 4.6, the contracting authority will take into consideration, amongst others, the information contained in the self-evaluation questionnaire on sexual exploitation, abuse and

harassment (SEA-H) and in the related list of envisaged measures indicated therein and submitted during the award procedure.

ARTICLE 5 - CONFIDENTIALITY

- 5.1. Subject to Article 16, the contracting authority and the beneficiary(ies) undertake to preserve the confidentiality of any information, notwithstanding its form, disclosed in writing or orally in relation to the implementation of this contract and identified in writing as confidential until at least 5 years after the payment of the balance.
- 5.2. The beneficiary(ies) shall not use confidential information for any aim other than fulfilling their obligations under this contract unless otherwise agreed with the contracting authority.
- 5.3. Where the European Commission is not the contracting authority it shall still have access to all documents communicated to the contracting authority and shall maintain the same level of confidentiality.

ARTICLE 6 - VISIBILITY

- 6.1. Unless the European Commission agrees or requests otherwise, the beneficiary(ies) shall take all necessary steps to publicise the fact that the European Union has financed or co-financed the action. Such measures shall comply with the latest Communication and Visibility requirements for EU-funded external action, laid down and published by the European Commission or with any other guidelines agreed between the European Commission and the beneficiary(ies).
- 6.2. Upon request of the European Commission, the coordinator shall submit a communication plan for the approval of the European Commission and report on its implementation in accordance with Article 2.
- 6.3. In particular, the beneficiary(ies) shall mention the action and the European Union's financial contribution in information given to the final recipients of the action, in its internal and annual reports, and in any dealings with the media. It shall display the European Union logo wherever appropriate.
- 6.4. Any notice or publication by the beneficiary(ies) concerning the action, including those given at conferences or seminars, shall specify that the action has received European Union funding. Any publication by the beneficiary(ies), in whatever form and by whatever medium, including the internet, shall include the following statement: 'This document has been produced with the financial assistance of the European Union. The contents of this document are the sole responsibility of < beneficiary(ies)'s name > and can under no circumstances be regarded as reflecting the position of the European Union.'
- 6.5. The beneficiary(ies) authorises the contracting authority and the European Commission (where it is not the contracting authority) to publish its name and address, nationality, the purpose of the grant, duration and location as well as the maximum amount of the grant and the rate of funding of the action's costs, as laid down in Article 3 of the special conditions. Derogation from publication of this information may be granted if it could endanger the beneficiary(ies) or harm their interests.
- 6.6. The Parties will consult immediately and endeavour to remedy any detected shortcomings in implementing the visibility and, if applicable, communication requirements set out in this Article and in the special conditions. Failure to perform the obligations set out in this Article and in the special conditions can constitute a breach of contractual obligations, and can lead to corresponding measures taken by the Contracting Authority, including

suspension of payment as stated in Article 15.5. and/or a reduction of the final payment as stated in Article 17.2.

ARTICLE 7 - OWNERSHIP/USE OF RESULTS AND ASSETS

- 7.1. Unless otherwise stipulated in the special conditions, ownership of, and title and intellectual and industrial property rights to, the action's results, reports and other documents relating to it will be vested in the beneficiary(ies).
- 7.2. Without prejudice to Article 7.1, the beneficiary(ies) grant the contracting authority (and the European Commission or the Partner country where it is not the contracting authority) the right to use freely and as it sees fit, and in particular, to store, modify, translate, display, reproduce by any technical procedure, publish or communicate by any medium all documents deriving from the action whatever their form, provided it does not thereby breach existing industrial and intellectual property rights.
- 7.3. The beneficiary(ies) shall ensure that it has all rights to use any pre-existing intellectual property rights necessary to implement this contract.
- 7.4. In case natural, recognizable persons are depicted in a photograph or film, the coordinator shall, in the final report to the contracting authority, submit a statement of these persons giving their permissions for the described use of their images. The above does not refer to photographs taken or films shot in public places where random members of the public are identifiable only hypothetically and to public persons acting in their public activities.
- 7.5. Unless otherwise clearly specified in the description of the action in Annex I, the equipment, vehicles and supplies paid for by the budget for the action shall be transferred to the final beneficiaries of the action, at the latest when submitting the final report.

If there are no final beneficiaries of the action to whom the equipment, vehicles and supplies can be transferred, the beneficiary(ies) may transfer these items to:

- local authorities
- local beneficiary(ies)
- local affiliated entity(ies)
- another action funded by the European Union
- or, exceptionally, retain ownership of these items.

In such cases, the coordinator shall submit a justified written request for authorisation to the contracting authority, with an inventory listing the items concerned and a proposal concerning their use, in due time and at the latest with the submission of the final report.

In no event may the end use jeopardize the sustainability of the action or result in a profit for the beneficiary(ies).

- 7.6. Copies of the proofs of transfer of any equipment and vehicles for which the purchase cost was more than EUR 5000 per item, shall be attached to the final report. Proofs of transfer of equipment and vehicles whose purchase cost was less than EUR 5000 per item shall be kept by the beneficiary(ies) for control purposes.

ARTICLE 8 – MONITORING AND EVALUATION OF THE ACTION

- 8.1. Annex I shall describe in detail the monitoring and evaluation arrangements that the beneficiary(ies) will put in place.

- 8.2. If the European Commission carries out an interim or ex post evaluation or a monitoring exercise, the coordinator shall undertake to provide it and/or the persons authorised by it with the documents or information necessary for the evaluation or monitoring exercise.

Representatives of the European Commission shall be invited to participate in the main monitoring and in the evaluation exercises relating to the performance of the action performed by the beneficiary(ies). The European Commission shall be invited to comment the evaluation(s) terms of reference before the exercise is launched as well as the draft report(s) before they are finalised.

- 8.3. If either the beneficiary(ies) or the European Commission carries out or commissions an evaluation or monitoring exercise in the course of the action, it shall provide the other with a copy of the related report. All the evaluation and monitoring reports, including final values for each of the indicators in the logical framework, shall be submitted to the European Commission with the final narrative report (annex VI).

ARTICLE 9 — AMENDMENT OF THE CONTRACT.

- 9.1. Any amendment to this contract, including the annexes thereto, shall be set out in writing. This contract can be modified only during its execution period.
- 9.2. The amendment may not have the purpose or the effect of making changes to this contract that would call into question the grant award decision or be contrary to the equal treatment of applicants. The maximum grant referred to in Article 3.2 of the special conditions shall not be increased.
- 9.3. If an amendment is requested by the beneficiary(ies), the coordinator shall submit a duly justified request to the contracting authority thirty days before the date on which the amendment should enter into force, unless there are special circumstances duly substantiated and accepted by the contracting authority.
- 9.4. Where the amendment to the budget does not affect the expected results of the action (i.e. impact, outcomes, outputs), and the financial impact is limited to a transfer between items within the same main budget heading including cancellation or introduction of an item, or a transfer between main budget headings involving a variation of 25% or less of the amount originally entered (or as modified by addendum) in relation to each concerned main heading for eligible costs, the coordinator may amend the budget and must inform the contracting authority accordingly, in writing and at the latest in the next report. This method may not be used to amend the headings for indirect costs, for the contingency reserve, for in-kind contributions or the amounts or rates of simplified cost options defined in the contract.

Changes in Description of the Action and the Logical Framework that affect the expected results (impact, outcomes, outputs) shall be agreed in writing with the contracting authority before the modification takes place. Approved changes must be explained in the next report.

- 9.5. Changes of address, bank account or auditor may simply be notified by the coordinator. However, in duly substantiated circumstances, the contracting authority may oppose the coordinator's choice.
- 9.6. The contracting authority reserves the right to require that the auditor referred to in Article 5.2 of the special conditions be replaced if considerations which were unknown when this contract was signed cast doubt on the auditor's independence or professional standards.

ARTICLE 10 — IMPLEMENTATION

Implementation contracts

- 10.1. If the implementation of the action requires the beneficiary(ies) to procure goods, works or services, it shall respect the contract-award rules and rules of nationality and origin set out in Annex IV of this contract.
- 10.2. To the extent relevant, the beneficiary(ies) shall ensure that the conditions applicable to them under Articles 3, 4, 6 and 16 of these general conditions are also applicable to contractors awarded an implementation contract.
- 10.3. The coordinator shall provide in its report to the contracting authority a comprehensive and detailed report on the award and implementation of the contracts awarded under Article 10.1, in accordance with the reporting requirements in section 2 of Annex VI.

Subcontracting

- 10.4. Beneficiary(ies) may subcontract tasks forming part of the action. If it does so, it must ensure that, in addition to the conditions specified in Article 10.1, 10.2 and 10.3, the following conditions are also complied with:
 - subcontracting does not cover core tasks of the action;
 - recourse to subcontracting is justified because of the nature of the action and what is necessary for its implementation;
 - the estimated costs of the subcontracting are clearly identifiable in the estimated budget set out in Annex III;
 - any recourse to subcontracting, if not provided for in Annex I, is communicated by the beneficiary and approved by the contracting authority.

Financial support to third parties

- 10.5. In order to support the achievement of the objectives of the action, and in particular where the implementation of the action requires financial support to be given to third parties, the beneficiary(ies) may award financial support if so provided by the special conditions.
- 10.6. The maximum amount of financial support shall be limited to EUR 60 000 per each third party, except where achieving the objectives of the actions would otherwise be impossible or overly difficult.
- 10.7. The description of the action, in conformity with the relevant instructions given in this regard by the contracting authority, shall define the types of entities eligible for financial support and include a fixed list with the types of activity which may be eligible for financial support. The criteria for the selection of the third parties recipient of this financial support, including the criteria for determining its exact amount, shall also be specified.
- 10.8. The coordinator shall provide in its report to the contracting authority a comprehensive and detailed report on the award and implementation of any financial support given. These reports should provide, amongst other, information on the award procedures, on the identities of the recipient of financial support, the amount granted, the results achieved, the problems encountered and solutions found, the activities carried out as well as a timetable of the activities which still need to be carried out.

- 10.9. To the extent relevant, the beneficiary(ies) shall ensure that the conditions applicable to them under Articles 3, 4.1-4.4, 6 and 16 of these general conditions are also applicable to third parties awarded financial support.

ARTICLE 11 – EXTENSION AND SUSPENSION

Extension

- 11.1. The coordinator shall inform the contracting authority without delay of any circumstances likely to hamper or delay the implementation of the action. The coordinator may request an extension of the action's implementation period as laid down in Article 2 of the special conditions in accordance with Article 9. The request shall be accompanied by all the supporting evidence needed for its appraisal.

Suspension by the coordinator

- 11.2. The coordinator may suspend implementation of the action, or any part thereof, if exceptional circumstances, notably of force majeure, make such implementation excessively difficult or dangerous. The coordinator shall inform the contracting authority without delay, stating the nature, probable duration and foreseeable effects of the suspension.
- 11.3. The coordinator or the contracting authority may then terminate this contract in accordance with Article 12.1. If the contract is not terminated, the beneficiary(ies) shall endeavour to minimise the time of its suspension and any possible damage and shall resume implementation once circumstances allow, informing the contracting authority accordingly.

Suspension by the contracting authority

- 11.4. The contracting authority may request the beneficiary(ies) to suspend implementation of the action, or any part thereof, if exceptional circumstances, notably of force majeure, make such implementation excessively difficult or dangerous. To this purpose, the contracting authority shall inform the coordinator stating the nature and probable duration of the suspension.
- 11.5. The coordinator or the contracting authority may then terminate this contract in accordance with Article 12.1. If the contract is not terminated, the beneficiary(ies) shall endeavour to minimise the time of its suspension and any possible damage and shall resume implementation once circumstances allow and after having obtained the approval of the contracting authority.
- 11.6. The contracting authority may also suspend this contract or the participation of a beneficiary(ies) in this contract if the contracting authority has evidence that, or if, for objective and well justified reasons, the contracting authority deems necessary to verify whether presumably:
- a) the grant award procedure or the implementation of the action have been subject to breach of obligations, irregularities or fraud;
 - b) the beneficiary(ies) have breached any substantial obligation under this contract.
- 11.7. The coordinator shall provide any requested information, clarification or document within 30 days of receipt of the requests sent by the contracting authority. If, notwithstanding the information, clarification or document provided by the coordinator, the award procedure or the implementation of the grant prove to have been subject to breach of obligations, irregularities, fraud, or breach of obligations, then the contracting authority may terminate this contract according to Article 12(2) h.

Force majeure

- 11.8. The term force majeure, as used herein covers any unforeseeable events, not within the control of either party to this contract and which by the exercise of due diligence neither party is able to overcome such as acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosion. A decision of the European Union to suspend the cooperation with the partner country is considered to be a case of force majeure when it implies suspending funding under this contract.
- 11.9. The beneficiary(ies) shall not be held in breach of its contractual obligations if it is prevented from fulfilling them by circumstances of force majeure.

Extension of the implementation period following a suspension.

- 11.10. In case of suspension according to Articles 11.2, 11.4 and 11.6, the implementation period of the action shall be extended by a period equivalent to the length of suspension, without prejudice to any amendment to the contract that may be necessary to adapt the action to the new implementing conditions. This Article 11.10 does not apply in case of an operating grant.

ARTICLE 12 — TERMINATION OF THE CONTRACT

Termination in case of force majeure

- 12.1. In the cases foreseen in Article 11.2 and 11.4, if the coordinator or the contracting authority believes that this contract can no longer be executed effectively or appropriately, it shall duly consult the other. Failing agreement on a solution, the coordinator or the contracting authority may terminate this contract by serving two months written notice, without being required to pay indemnity.

Termination by the contracting authority

- 12.2. Without prejudice to Article 12.1, in the following circumstances the contracting authority may, after having duly consulted the coordinator, terminate this contract or the participation of any beneficiary(ies) in this contract without any indemnity on its part when:
- a) a beneficiary(ies) fails, without justification, to fulfil any substantial obligation incumbent on them individually or collectively by this contract and, after being given notice by letter to comply with those obligations, still fails to do so or to furnish a satisfactory explanation within 30 days of receipt of the letter;
 - b) a beneficiary(ies) or any person that assumes unlimited liability for the debts of the beneficiary(ies) is bankrupt, subject to insolvency or winding up procedures, is having its assets administered by a liquidator or by the courts, has entered into an arrangement with creditors, has suspended business activities, or is in any analogous situation arising from a similar procedure provided for under any national law or regulations relevant to the beneficiary(ies);
 - c) a beneficiary(ies), or any related entity or person, have been found guilty of grave professional misconduct proven by any means which the contracting authority can justify;
 - d) it has been established by a final judgment or a final administrative decision or by proof in possession of the contracting authority that the beneficiary(ies) has been guilty of fraud, corruption, involvement in a criminal organisation, money laundering or terrorist financing, terrorist related offences, child labour or other

forms of trafficking in human beings or circumventing fiscal, social or any other applicable legal obligations, including through the creation of an entity for this purpose;

- e) a change to a beneficiary(ies)'s legal, financial, technical, organisational or ownership situation or the termination of the participation of a beneficiary(ies) substantially affects the implementation of this contract or calls into question the decision awarding the grant;
- f) a beneficiary(ies) or any related person, are guilty of misrepresentation in supplying the information required in the award procedure or in the implementation of the action or fail to supply – or fail to supply within the deadlines set under this contract - any information related to the action required by the contracting authority;
- g) a beneficiary(ies) has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established;
- h) the contracting authority has evidence that a beneficiary(ies), or any related entity or person, has committed breach of obligations, irregularities or fraud in the award procedure or in the implementation of the action;
- i) a beneficiary(ies) is subject to an administrative penalty referred to in Article 12.8;
- j) the contracting authority has evidence that a beneficiary(ies) is subject to a conflict of interests;
- k) the European Commission has evidence that a beneficiary(ies) has committed systemic or recurrent errors or irregularities, fraud, or serious breach of obligations under other grants financed by the European Union and awarded to that specific beneficiary(ies) under similar conditions, provided that those errors, irregularities, fraud or serious breach of obligations have a material impact on this grant.

The cases of termination under points (b), (c), (d), (h), (j) and (k) may refer also to persons who are members of the administrative, management or supervisory body of the beneficiary(ies) and/or to persons having powers of representation, decision or control with regard to the beneficiary(ies).

- 12.3. In the cases referred to in points (c), (f), (h) and (k) above, any related person means any physical person with powers of representation, decision-making or control in relation to the beneficiary(ies). Any related entity means, in particular, any entity which meets the criteria laid down by Article 1 of the Seventh Council Directive No 83/349/EEC of 13 June 1983.

Termination of a beneficiary(ies) participation by the coordinator

- 12.4. In duly justified cases, the participation of a beneficiary(ies) in this contract may be also terminated by the coordinator. To this purpose, the coordinator shall communicate to the contracting authority the reasons for the termination of its participation and the date on which the termination shall take effect, as well as a proposal on the reallocation of the tasks of the beneficiary(ies) whose participation is terminated, or on its possible replacement. The proposal shall be sent in good time before the termination is due to take effect. If the contracting authority agrees, the contract shall be amended accordingly in conformity with Article 9.

End date

- 12.5. The payment obligations of the European Union under this contract shall end 18 months after the implementation period laid down in Article 2 of the special conditions, unless this contract is terminated according to Article 12.

The contracting authority shall postpone this end date, so as to be able to fulfil its payment obligations, in all cases where the coordinator has submitted a payment request in accordance with contractual provisions or, in case of dispute, until completion of the dispute settlement procedure provided for in Article 13. The contracting authority shall notify the coordinator of any postponement of the end date.

- 12.6. This contract will be terminated automatically if it has not given rise to any payment by the contracting authority within two years of its signature.

Effects of termination

- 12.7. Upon termination of this contract, the coordinator shall take all immediate steps to bring the action to a close in a prompt and orderly manner and to reduce further expenditure to a minimum.

Without prejudice to Article 14, the beneficiary(ies) shall be entitled to payment only for the part of the action carried out, excluding costs relating to current commitments that are due to be executed after termination.

To this purpose, the coordinator shall introduce a payment request to the contracting authority within the time limit set by Article 15.2 starting from the date of termination.

In the event of termination according to Article 12.1, the contracting authority may agree to reimburse the unavoidable residual expenditures incurred during the notice period, provided, the first paragraph of this Article 12.7 has been properly executed.

In the cases of termination foreseen in Article 12.2 a), c), d), f), h) and k) the contracting authority may, after having properly consulted the coordinator and depending on the gravity of the failings, request full or partial repayment of amounts unduly paid for the action.

Administrative sanctions

- 12.8 Without prejudice to the application of other remedies laid down in the contract, a sanction of exclusion from all contracts and grants financed by the EU, may be imposed, after an adversarial procedure in line with the applicable Financial Regulation, upon the beneficiary(ies) who, in particular,

- a) is guilty of grave professional misconduct, has committed irregularities or has shown significant deficiencies in complying with the main obligations in the performance of the contract or has been circumventing fiscal, social or any other applicable legal obligations, including through the creation of an entity for this purpose. The duration of the exclusion shall not exceed the duration set by final judgement or final administrative decision or, in the absence thereof, three years;
- b) is guilty of fraud, corruption, participation in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings. The duration of the exclusion shall not exceed the duration set by final judgement or final administrative decision or, in the absence thereof, five years;

- 12.9 In the situations mentioned in Article 12.8, in addition or in alternative to the sanction of exclusion, the beneficiary(ies) may also be subject to financial penalties up to 10% of the contract value.

- 12.10 Where the contracting authority is entitled to impose financial penalties, it may deduct such financial penalties from any sums due to the beneficiary(ies) or call on the appropriate guarantee.
- 12.11 The decision to impose administrative sanctions may be published on a dedicated internet-site, explicitly naming the beneficiary(ies).

ARTICLE 13 — APPLICABLE LAW AND DISPUTE SETTLEMENT

- 13.1. This contract shall be governed by the law of the country of the contracting authority or, where the contracting authority is the European Commission, by the applicable European Union law complemented where necessary by the law of Belgium.
- 13.2. The parties to this contract shall do everything possible to settle amicably any dispute arising between them during the implementation of this contract. To that end, they shall communicate their positions in writing, and meet each other at either's request. The coordinator and the contracting authority shall reply to a request sent for an amicable settlement within 30 days. Once this period has expired, or if the attempt to reach amicable settlement has not produced an agreement within 120 days of the first request, the coordinator or the contracting authority may notify the other part that it considers the procedure to have failed.
- 13.3. In the event of failure to reach an amicable agreement, the dispute may by common agreement of the coordinator and the contracting authority be submitted for conciliation by the European Commission if it is not the contracting authority. If no settlement is reached within 120 days of the opening of the conciliation procedure, each party may notify the other that it considers the procedure to have failed.
- 13.4. In the event of failure of the above procedures, each party to this contract may submit the dispute to the courts of the country of the contracting authority, or to the Brussels courts where the contracting authority is the European Commission.

FINANCIAL PROVISIONS

ARTICLE 14 — ELIGIBLE COSTS

Cost eligibility criteria

- 14.1. Eligible costs are actual costs incurred by the beneficiary(ies) which meet all the following criteria:
- a) they are incurred during the implementation of the action as specified in Article 2 of the special conditions. In particular:
 - (i) Costs relating to services and works shall relate to activities performed during the implementation period. Costs relating to supplies shall relate to delivery and installation of items during the implementation period. Signature of a contract, placing of an order, or entering into any commitment for expenditure within the implementation period for future delivery of services, works or supplies after expiry of the implementation period do not meet this requirement. Cash transfers between the coordinator and/or the other beneficiary(ies) and/or affiliated entity(ies) may not be considered as costs incurred;
 - (ii) Costs incurred should be paid before the submission of the final reports. They may be paid afterwards, provided they are listed in the final report together with the estimated date of payment;

- (iii) An exception is made for costs relating to final reports, including expenditure verification, audit and final evaluation of the action, which may be incurred after the implementation period of the action;
 - (iv) Procedures to award contracts, as referred to in Article 10, may have been initiated and contracts may be concluded by the beneficiary(ies) before the start of the implementation period of the action, provided the provisions of Annex IV have been respected.
- b) they are indicated in the estimated overall budget for the action;
 - c) they are necessary for the implementation of the action;
 - d) they are identifiable and verifiable, in particular being recorded in the accounting records of the beneficiary(ies) and determined according to the accounting standards and the usual cost accounting practices applicable to the beneficiary(ies);
 - e) they comply with the requirements of applicable tax and social legislation;
 - f) they are reasonable, justified and comply with the requirements of sound financial management, in particular regarding economy and efficiency.

Eligible direct costs

14.2. Subject to Article 14.1 and, where relevant, to the provisions of Annex IV being respected, the following direct costs of the beneficiary(ies) shall be eligible:

- a) the cost of staff assigned to the action, corresponding to actual gross salaries including social security charges and other remuneration-related costs (excluding bonuses); salaries and costs shall not exceed those normally borne by the beneficiary(ies), unless it is justified by showing that it is essential to carry out the action;
- b) travel and subsistence costs for staff and other persons taking part in the action, provided they do not exceed those normally borne by the beneficiary(ies) according to its rules and regulations. In addition, the rates published by the European Commission at the time of contract signature may never be exceeded;
- c) purchase costs for equipment (new or used) and supplies specifically dedicated to the purposes of the action, provided that ownership is transferred at the end of the action when required in Article 7.5.
- d) depreciation, rental or leasing costs for equipment (new or used) and supplies specifically dedicated to the purposes of the action;
- e) costs of consumables specifically dedicated to the action;
- f) costs of service, supply and work contracts awarded by the beneficiary(ies) for the purposes of the action referred to in Article 10; this includes the costs for mobilising expertise to improve the quality of the logical framework (e.g. accuracy of baselines, monitoring systems, etc.), both at the beginning and during the implementation of the Action.
- g) costs deriving directly from the requirements of the contract (dissemination of information, evaluation specific to the action, audits, translation, reproduction, insurance, etc.) including financial service costs (in particular the cost of transfers and financial guarantees where required according to the contract);
- h) duties, taxes and charges, including VAT, related to the purposes of the action, paid and not recoverable by the beneficiary(ies), unless otherwise provided in the special conditions;
- i) overheads, in the case of an operating grant.
- j) project office costs:

Costs actually incurred in relation to a project office used for the action or a portion of these costs may be accepted as eligible direct costs if:

1. the need for setting up or using a project office is recognised by the Contracting Authority in the Special Conditions;
2. the description of the project office, the services or resources it makes available, its overall capacity and (where applicable) the distribution key are provided in the Description of the Action and the Budget;
3. (where applicable) the distribution key reasonably reflects the portion of the resources or services needed by and actually used for the Action;
4. the costs concerned comply with the cost eligibility criteria referred to in Article 14.1;
5. they fall within one of the following categories:
 - i) costs of staff directly assigned to the operations of the project office;
 - ii) depreciation costs, rental costs or lease of building, equipment and assets;
 - iii) costs of maintenance and repair contracts;
 - iv) costs of consumables and supplies specifically dedicated to the action;
 - v) costs of IT and telecommunication services;
 - vi) costs of facility management contracts including security fees and insurance costs;
 - vii) duties, taxes and charges, including VAT, related to the purposes of the action, paid and not recoverable by the beneficiary(ies), unless otherwise provided in the special conditions.

Performance-based financing

- 14.3. The payment of the EU contribution may be partly or entirely linked to the achievement of results measured by reference to previously set milestones or through performance indicators. Such performance-based financing is not subject to other sub-articles of Article 14. The relevant results and the means to measure their achievement shall be clearly described in Annex I.

The amount to be paid per achieved result shall be set out in Annex III. The method to determine the amount to be paid per achieved result shall be clearly described in Annex I, take into account the principle of sound financial management and avoid double financing of costs.

The organisation shall not be obliged to report on costs linked to the achievement of results. However, the organisation shall submit any necessary supporting documents, including where relevant accounting documents, to prove that the results triggering the payment as defined in Annex I and III have been achieved. Articles 15.1 (schedule of payment), 15.7 (expenditure verification), 17.3 (no profit) do not apply to the part of the action supported by way of result-based financing.

Simplified cost options

- 14.4. In accordance with the detailed provisions in Annex III and Annex K to the Guidelines for grant applicants, eligible costs may also be constituted by any or a combination of the following cost options:
- a) unit costs;
 - b) lump sums;
 - c) flat-rate financing;
- 14.5. The methods used by the beneficiary(ies) to determine unit costs, lump sums, flat-rates shall be clearly described and substantiated in Annex III and shall ensure compliance with the principle of co-financing and no double funding.

Where possible and appropriate, lump sums, unit costs or flat rates shall be determined in such a way as to allow their payment upon achievement of concrete outputs and/or results. If a result entails several outputs or sub-results, it should be broken down into sub budget lines and each output or sub-result should be attributed a portion of the amount stated for the result to allow partial payments in case the result is not achieved.

Costs declared under simplified cost options shall satisfy the eligibility criteria set out in Article 14.1 and 14.2. They do not need to be backed by accounting or supporting documents, save those necessary to demonstrate the fulfillment of the conditions for reimbursement established in Annex I, III and Annex K to the Guidelines for grant applicants.

These costs may not include ineligible costs as referred to in Article 14.11 or costs already declared under another costs item or heading of the budget of this contract.

The amounts or rates of unit costs, lump sums or flat rates set out in Annex III may not be amended unilaterally and may not be challenged by ex post verifications.

- 14.6. Simplified cost options embedded in the cost accounting practices of the beneficiary and that are not result based can be authorized only if they have been accepted by national authorities under comparable funding schemes in accordance with Annex K to the Guidelines for grant applicants.

Contingency reserve

- 14.7. A reserve for contingencies and/or possible fluctuations in exchange rates not exceeding 5% of the direct eligible costs may be included in the budget for the action, to allow for adjustments necessary in the light of unforeseeable changes of circumstances on the ground. It can be used only with the prior written authorisation of the contracting authority, upon duly justified request by the coordinator.

Indirect costs

- 14.8. The indirect costs for the action are those eligible costs which may not be identified as specific costs directly linked to the implementation of the action and may not be booked to it directly according to the conditions of eligibility in Article 14.1. However, they are incurred by the beneficiary(ies) in connection with the eligible direct costs for the action.

They may not include ineligible costs as referred to in Article 14.11 or costs already declared under another costs item or heading of the budget of this contract.

To the extent that it would not generate a profit within the framework of the action, a fixed percentage of the total amount of direct eligible costs of the action not exceeding the percentage laid down in Article 3.3 of the special conditions may be claimed to cover indirect costs for the action.

Indirect costs shall not be eligible under a grant for an action awarded to a beneficiary who already receives an operating grant financed from the European Union budget during the period in question.

Article 14.8 does not apply in the case of an operating grant.

In kind contributions

- 14.9. Any contributions in kind, which shall be listed separately in Annex III, do not represent actual expenditure and are not eligible costs. Unless otherwise specified in the special conditions, contributions in kind may not be treated as co-financing by the beneficiary(ies).

If contributions in kind are accepted as co-financing, the beneficiary(ies) shall ensure they comply with national tax and social security rules.

Notwithstanding the above, if the description of the action provides for contributions in kind, such contributions have to be provided.

Volunteers' work

- 14.10. The value of the work provided by volunteers can be recognised as eligible cost of the action and may be treated as co-financing by the beneficiary(ies).

Where the estimated eligible costs include costs for volunteers' work, the EC contribution shall not exceed the estimated eligible costs other than the costs for volunteers' work.

Beneficiaries shall declare personnel costs for the work carried out by volunteers on the basis of unit costs authorised in accordance with Article 14.4 and following¹.

This type of costs must be presented separately from other eligible costs in the estimated budget. The value of the volunteers' work must always be excluded from the calculation of indirect costs.

Volunteers' work may comprise up to 50 % of the co-financing, the latter corresponding to the part not financed by the EU contribution.

¹ The value of such unit costs are defined by the Commission at the following address: <https://ec.europa.eu/transparency/regdoc/?fuseaction=list&coteId=3&year=2019&number=2646&version=ALL&language=en>.

Non-eligible costs

14.11. The following costs shall not be considered eligible:

- a) debts and debt service charges (interest);
- b) provisions for losses, debts or potential future liabilities;
- c) costs declared by the beneficiary(ies) and financed by another action or work programme receiving a European Union grant (including through the European Development Fund);
- d) purchases of land or buildings, except where necessary for the direct implementation of the action and according to the conditions specified in the special conditions; in all cases the ownership shall be transferred in accordance with Article 7.5, at the latest at the end of the action;
- e) currency exchange losses;
- f) credits to third parties, unless otherwise specified in the special conditions;
- g) in kind contributions (except for volunteers' work);
- h) salary costs of the personnel of national administrations, unless otherwise specified in the special conditions and only to the extent that they relate to the cost of activities which the relevant public authority would not carry out if the action were not undertaken;
- i) bonuses included in costs of staff;
- j) Negative interest charged by banks or other financial institutions.

Affiliated entities

14.12. Where the special conditions contain a provision on entities affiliated to a beneficiary, costs incurred by such entity may be eligible, provided that they satisfy the same conditions under Articles 14 and 16, and that the beneficiary ensures that Articles 3, 4, 5, 6, 8, 10 and 16 are also applicable to the entity.

ARTICLE 15 — PAYMENT AND INTEREST ON LATE PAYMENT

Payment procedures

15.1. The contracting authority must pay the grant to the coordinator following one of the payment procedures below, as set out in Article 4 of the special conditions.

Option 1: Actions with an implementation period of 12 months or less or grant of EUR 100 000 or less

- (i) an initial pre-financing payment of 80 % of the maximum amount referred to in Article 3.2 of the special conditions (excluding contingencies);
- (ii) the balance of the final amount of the grant.

Option 2: Actions with an implementation period of more than 12 months and grant of more than EUR 100 000

- (i) an initial pre-financing payment of 100 % of the part of the estimated budget financed by the contracting authority for the first reporting period (excluding contingencies). The part of the budget financed by the contracting authority is calculated by applying the percentage set out in Article 3.2 of the special conditions;
- (ii) further pre-financing payments of 100 % of the part of the estimated budget financed by the contracting authority for the following reporting period (excluding not authorised contingencies):
 - the reporting period is intended as a twelve-month period unless otherwise provided for in the special conditions. When the remaining period to the end of the action is up to 18 months, the reporting period shall cover it entirely;
 - within 60 days following the end of the reporting period, the coordinator shall present an interim report or, if unable to do so, it shall inform the contracting authority of the reasons and provide a summary of progress of the action;
 - if at the end of the reporting period the part of the expenditure actually incurred which is financed by the contracting authority is less than 70 % of the previous payment (and 100 % of any previous payments), the further pre-financing payment shall be reduced by the amount corresponding to the difference between the 70 % of the previous pre-financing payment and the part of the expenditure actually incurred which is financed by the contracting authority;
 - the coordinator may submit a request for further pre-financing payment before the end of the reporting period, when the part of the expenditure actually incurred which is financed by the contracting authority is more than 70 % of the previous payment (and 100 % of any previous payments). In this case, the following reporting period starts anew from the end date of the period covered by this payment request;
 - in addition, for grants of more than EUR 5 000 000, a further pre-financing payment may be made only if the part financed by the contracting authority of the eligible costs approved is at least equal to the total amount of all the previous payments excluding the last one;
 - the total sum of pre-financing payments may not exceed 90 % of the amount referred to in Article 3.2 of the special conditions, excluding not authorised contingencies;

(iii) the balance of the final amount of the grant.

Option 3: All actions

(i) the final amount of the grant.

Submission of final reports

15.2. The coordinator shall submit the final report to the contracting authority no later than three months after the implementation period as defined in Article 2 of the special conditions. The deadline for submission of the final report is extended to six months where the coordinator does not have its headquarters in the country where the action is implemented.

Payment request

- 15.3. The payment request shall be drafted using the model in Annex V and shall be accompanied by:
- a) a narrative and financial report in line with Article 2;
 - b) a forecast budget for the following reporting period in case of request of further pre-financing;
 - c) an expenditure verification report or a detailed breakdown of expenditure if required under Article 15.7;

For the purposes of the initial pre-financing payment, the signed contract serves as payment request. A financial guarantee shall be attached if required in the special conditions.

Payment shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information provided.

Payment deadlines

- 15.4. The initial pre-financing payment shall be made within 30 days of receipt of the payment request by the contracting authority.

Further pre-financing payments and payments of the balance shall be made within 60 days of receipt of the payment request by the contracting authority.

However, further pre-financing payments and payments of the balance shall be made within 90 days of receipt of the payment request by the contracting authority in any of the following cases:

- a) one beneficiary with affiliated entity(ies);
- b) if more than one beneficiary is party to this contract;
- c) if the Commission is not the contracting authority;
- d) for grants exceeding EUR 5 000 000.

The payment request is deemed accepted if there is no written reply by the contracting authority within the deadlines set above.

Suspension of the period for payments

- 15.5. Without prejudice to Article 12, the time-limits for payments may be suspended by notifying the coordinator that:
- a) the amount indicated in its request of payments is not due, or;
 - b) proper supporting documents have not been supplied, or;
 - c) clarifications, modifications or additional information to the narrative or financial reports are needed, or;
 - d) there are doubts on the eligibility of expenditure and it is necessary to carry out additional checks, including on-the-spot checks or an audit to make sure that the expenditure is eligible, or;
 - e) it is necessary to verify, including through an OLAF investigation, whether presumed breach of obligations, irregularities or fraud have occurred in the grant award procedure or the implementation of the action, or;

- f) it is necessary to verify whether the beneficiary(ies) have breached any substantial obligations under this contract, or;
- g) the visibility and, if applicable, communication obligations set out in Article 6 or in the special conditions are not complied with.

The suspension of the time-limits for payments starts when the above notification is sent to the coordinator. The time-limit starts running again on the date on which a correctly formulated request for payment is recorded. The coordinator shall provide any requested information, clarification or document within 30 days of the request.

If, notwithstanding the information, clarification or document provided by the coordinator, the payment request is still inadmissible, or if the award procedure or the implementation of the grant proves to have been subject to irregularities, fraud, or breach of obligations, then the contracting authority may suspend payments, and in the cases foreseen in Article 12, terminate accordingly this contract.

In addition, the contracting authority may also suspend payments as a precautionary measure without prior notice, prior to, or instead of, terminating this contract as provided for in Article 12.

Interest on late payment

15.6. If the contracting authority pays the coordinator after the time limit, it shall pay default interest as follows:

- a) at the rediscount rate applied by the central bank of the country of the contracting authority if payments are in the currency of that country;
- b) at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, C series, if payments are in euro;
- c) on the first day of the month in which the time-limit expired, plus three and a half percentage points. The interest will be payable for the time elapsed between the expiry of the payment deadline and the date on which the contracting authority's account is debited.

By way of exception, when the interest calculated in accordance with this provision is lower than or equal to EUR 200, it will be paid to the coordinator only upon demand submitted within two months of receiving late payment.

The default interest is not considered as income for the purposes of Article 17.

This Article 15.6 does not apply if the coordinator is a European Union Member State, including regional and local government authorities or other public body acting in the name and on behalf of the Member State for the purpose of the contract.

Expenditure verification report

15.7. The coordinator must provide an expenditure verification report for:

- a) any request for further pre-financing payment in case of grants of more than EUR 5 000 000;
- b) any final report in the case of a grant of more than EUR 100 000.

The expenditure verification report shall conform to the model in Annex VII and shall be produced by an auditor approved or chosen by the contracting authority. The auditor shall

meet the requirements set out in the terms of reference for expenditure verification in Annex VII.

The auditor shall examine whether the costs declared by the beneficiary(ies) and the revenue of the action are real, accurately recorded and eligible under this contract. The expenditure verification report shall cover all expenditure not covered by any previous expenditure verification report.

If no expenditure verification is required with requests for pre-financing payments, a detailed breakdown of expenditure covering the preceding reporting periods not already covered, shall be provided for every other request for further pre-financing payment and starting with the second request for further pre-financing payment (i.e. 3rd, 5th, 7th... pre-financing payment).

The detailed breakdown of expenditure shall provide the following information for each cost heading in the financial report and for all underlying entries and transactions: amount of the entry or transaction, accounting reference (e.g. ledger, journal or other relevant reference) description of the entry or transaction (detailing the nature of the expenditure) and reference to underlying documents (e.g. invoice number, salary slip or other relevant reference), in line with Article 16.1. It shall be provided in electronic form and spreadsheet format (excel or similar) whenever possible.

The detailed breakdown of expenditure shall be supported by a declaration on honour by the coordinator that the information in the payment request is full, reliable and true and that the costs declared have been incurred and can be considered as eligible in accordance to this contract.

The final report shall in all cases include a detailed breakdown of expenditure covering the whole action.

When the grant takes the form of reimbursement of eligible costs actually incurred and is only expressed in terms of an absolute value (and not as a percentage of the EU contribution to the total eligible costs), verification can be limited to the amount paid by the Commission for the action concerned (i.e. it does not need to cover the whole action).

Where the coordinator is a government department or a public body, the contracting authority may accept to substitute the expenditure verification with a detailed breakdown of expenditure.

The expenditure verification report shall not be provided by the coordinator if the verification is directly done by the contracting authority's own staff, by the Commission or by a body authorised to do so on their behalf, according to Article of 5.2 of the special conditions.

Financial guarantee

- 15.8. If the grant exceeds EUR 60 000 the contracting authority may request a financial guarantee for the amount of the initial pre-financing payment.

The guarantee shall be denominated in euro or in the currency of the contracting authority, conforming to the model in Annex VIII. The guarantee shall be provided by an approved bank or financial institution established in one of the Member States of the European Union. Where the coordinator is established in a third country, the contracting authority may agree that a bank or financial institution established in that third country may provide the guarantee if the contracting authority considers that the bank or financial institution offers equivalent security and characteristics as those offered by a bank or financial institution established in a Member State of the European Union. This guarantee shall

remain in force until its release by the contracting authority when the payment of the balance is made.

During the execution of the contract, if the natural or legal person providing the guarantee (i) is not able or willing to abide by its commitments, (ii) is not authorised to issue guarantees to contracting authorities, or (iii) appears not to be financially reliable, or the financial guarantee ceases to be valid, and the coordinator fails to replace it, either a deduction equal to the amount of the pre-financing may be made by the contracting authority from future payments due to the coordinator under the contract, or the contracting authority shall give formal notice to the coordinator to provide a new guarantee on the same terms as the previous one. Should the coordinator fail to provide a new guarantee, the contracting authority may terminate the contract.

This provision shall not apply if the coordinator is a non-profit organisation, an organisation which has signed a framework partnership agreement with the European Commission, a government department or public body, unless otherwise stipulated in the special conditions.

Rules for currency conversion

- 15.9. The contracting authority shall make payments to the coordinator to the bank account referred to in the financial identification form in Annex V, which allows the identification of the funds paid by the contracting authority. The contracting authority shall make payments in the currency set in the special conditions.

Reports shall be submitted in the currency set out in the special conditions, and may be drawn from financial statements denominated in other currencies, on the basis of the beneficiary(ies)'s applicable legislation and applicable accounting standards. In such case and for the purpose of reporting, conversion into the currency set in the special conditions shall be made using the rate of exchange at which each contracting authority's contribution was recorded in the beneficiary(ies)'s accounts, unless otherwise provided for in the special conditions. If at the end of the action, a part of the expenses is pre-financed by the beneficiary(ies) (or by other donors), the conversion rate to be applied to this balance is the one set in the special condition according to the beneficiary(ies)'s usual accounting practice. If no specific provision is foreseen in the special conditions, the exchange rate of the last instalment received from the contracting authority will be applied.

- 15.10. Unless otherwise provided for in the special conditions, costs incurred in other currencies than the one used in the beneficiary(ies)'s accounts for the action shall be converted according to its usual accounting practices, provided they respect the following basic requirements: (i) they are written down as an accounting rule, i.e. they are a standard practice of the beneficiary, (ii) they are applied consistently, (iii) they give equal treatment to all types of transactions and funding sources, (iv) the system can be demonstrated and the exchange rates are easily accessible for verifications.

In the event of an exceptional exchange-rate fluctuation, the parties shall consult each other with a view to amending the action in order to lessen the impact of such a fluctuation. Where necessary, the contracting authority may take additional measures such as terminating the contract.

ARTICLE 16 — ACCOUNTS AND TECHNICAL AND FINANCIAL CHECKS

Accounts

- 16.1. The beneficiary(ies) shall keep accurate and regular accounts of the implementation of the action using an appropriate accounting and double-entry book-keeping system.

The accounts:

- a) may be an integrated part of or an adjunct to the beneficiary(ies)'s regular system;
 - b) shall comply with the accounting and bookkeeping policies and rules that apply in the country concerned;
 - c) shall enable income and expenditure relating to the action to be easily traced, identified and verified.
- 16.2. The coordinator shall ensure that any financial report as required under Article 2 can be properly and easily reconciled to the accounting and bookkeeping system and to the underlying accounting and other relevant records. For this purpose the beneficiary(ies) shall prepare and keep appropriate reconciliations, supporting schedules, analyses and breakdowns for inspection and verification.

Right of access

- 16.3. The beneficiary(ies) shall allow verifications to be carried out by the European Commission, the European Anti-Fraud Office, the European Public Prosecutor's Office, the European Court of Auditors and any external auditor authorised by the contracting authority. The beneficiary(ies) have to take all steps to facilitate their work.
- 16.4. The beneficiary(ies) shall allow the above entities to:
- a) access the sites and locations at which the action is implemented;
 - b) examine its accounting and information systems, documents and databases concerning the technical and financial management of the action;
 - c) take copies of documents;
 - d) carry out on the-spot-checks;
 - e) conduct a full audit on the basis of all accounting documents and any other document relevant to the financing of the action.
- 16.5. Additionally the European Anti-Fraud Office shall be allowed to carry out on-the-spot checks and inspections in accordance with the procedures laid down by the European Union legislation for the protection of the financial interests of the European Union against fraud and other irregularities.

Where appropriate, the findings may lead to recovery by the European Commission.

- 16.6. Access given to agents of the European Commission, European Anti-Fraud Office, the European Public Prosecutor's Office and the European Court of Auditors and to any external auditor authorised by the contracting authority carrying out verifications as provided for by this article as well as by Article 15.7 shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject.

Record keeping

- 16.7. The beneficiary(ies) shall keep all records, accounting and supporting documents related to this contract for five years following the payment of the balance and for three years in case of grants not exceeding EUR 60 000, and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim has been disposed of.

They shall be easily accessible and filed so as to facilitate their examination and the coordinator shall inform the contracting authority of their precise location.

- 16.8. All the supporting documents shall be available either in the original form, including in electronic form, or as a copy.
- 16.9. In addition to the reports mentioned in Article 2, the documents referred to in this article include:
- a) Accounting records (computerised or manual) from the beneficiary(ies)'s accounting system such as general ledger, sub-ledgers and payroll accounts, fixed assets registers and other relevant accounting information;
 - b) Proof of procurement procedures such as tendering documents, bids from tenderers and evaluation reports;
 - c) Proof of commitments such as contracts and order forms;
 - d) Proof of delivery of services such as approved reports, time sheets, transport tickets, proof of attending seminars, conferences and training courses (including relevant documentation and material obtained, certificates) etc.;
 - e) Proof of receipt of goods such as delivery slips from suppliers;
 - f) Proof of completion of works, such as acceptance certificates;
 - g) Proof of purchase such as invoices and receipts;
 - h) Proof of payment such as bank statements, debit notices, proof of settlement by the contractor;
 - i) Proof that taxes and/or VAT that have been paid cannot actually be reclaimed;
 - j) For fuel and oil expenses, a summary list of the distance covered, the average consumption of the vehicles used, fuel costs and maintenance costs;
 - k) Staff and payroll records such as contracts, salary statements and time sheets. For local staff recruited on fixed-term contracts, details of remuneration paid, duly substantiated by the person in charge locally, broken down into gross salary, social security charges, insurance and net salary. For expatriate and/or European-based staff (if the action is implemented in Europe) analyses and breakdowns of expenditure per month of actual work, assessed on the basis of unit prices per verifiable block of time worked and broken down into gross salary, social security charges, insurance and net salary.
- 16.10 Failure to comply with the obligations set forth in Article 16.1 to 16.9 constitutes a case of breach of a substantial obligation under this contract. In this case, the contracting authority may in particular suspend the contract, payments or the time-limit for a payment, terminate the contract and/or reduce the grant.

ARTICLE 17 — FINAL AMOUNT OF THE GRANT

Final amount

- 17.1. The grant may not exceed the maximum ceiling in Article 3.2 of the special conditions either in terms of the absolute value or the percentage stated therein.

If the eligible costs of the action at the end of the action are less than the estimated eligible costs as referred to in Article 3.1 of the special conditions, the grant shall be limited to the amount obtained by applying the percentage laid down in Article 3.2 of the special conditions to the eligible costs of the action approved by the contracting authority.

- 17.2. In addition and without prejudice to its right to terminate this contract pursuant to Article 12, if the action is implemented poorly or partially - and therefore not in accordance with

the description of the action in Annex I - or late, the contracting authority may, by a duly reasoned decision and after allowing the beneficiary(ies) to submit its observations, reduce the initial grant in line with the actual implementation of the action and in accordance with the terms of this contract. This applies as well with regards to the visibility and, if applicable, communication obligations set out in Article 6 and in the special conditions. In case of breach of obligations, fraud or irregularities the contracting authority may also reduce the grant in proportion of the seriousness of breach of obligations, fraud or irregularities. The measures described in the last paragraph may equally be adopted by the European Commission in pursuance of its administrative powers under the Financial Regulation (Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018, OJ-L 193/30.07.2018, p.1).

No-profit

- 17.3. The grant may not produce a profit for the beneficiary(ies), unless specified otherwise in Article 7 of the special conditions. Profit is defined as a surplus of the receipts over the eligible costs approved by the contracting authority when the request for payment of the balance is made.
- 17.4. The receipts to be taken into account are the consolidated receipts on the date on which the payment request for the balance is made by the coordinator which fall within one of the two following categories:
 - a) EU grant;
 - b) income generated by the action; unless otherwise specified in the special conditions.
- 17.5. In case of an operating grant, amounts dedicated to the building up of reserves shall not be considered as a receipt.
- 17.6. Where the final amount of the grant determined in accordance with the contract would result in a profit, it shall be reduced by the percentage of the profit corresponding to the final European Union contribution to the eligible costs actually incurred approved by the contracting authority.
- 17.7. The provisions in Article 17.3 and 17.6 shall not apply to:
 - a) actions the objective of which is the reinforcement of the financial capacity of a beneficiary, if specified in Article 7 of the special conditions;
 - b) actions which generate an income to ensure their continuity beyond the end of this contract, if specified in Article 7 of the special conditions;
 - c) actions implemented by non-profit organisations;
 - d) study, research or training scholarships paid to natural persons;
 - e) other direct support paid to natural persons in most need, such as unemployed persons and refugees, if specified in Article 7 of the special conditions;
 - f) grants of EUR 60 000 or less.

ARTICLE 18 — RECOVERY

Recovery

- 18.1. If any amount is unduly paid to the coordinator, or if recovery is justified under the terms of this contract, the coordinator undertakes to repay the contracting authority these amounts.

In particular, payments made do not preclude the possibility for the contracting authority to issue a recovery order following an expenditure verification report, an audit or further verification of the payment request.

- 18.2. If a verification reveals that the methods used by the beneficiary(ies) to determine unit costs, lump sums or flat-rates are not compliant with the conditions established in this contract, the contracting authority shall be entitled to reduce the final amount of the grant proportionately up to the amount of the unit costs, lump sums or flat rate financing.
- 18.3. The coordinator undertakes to repay any amounts paid in excess of the final amount due to the contracting authority within 45 days of the issuing of the debit note, the latter being the letter by which the contracting authority requests the amount owed by the coordinator.

Interest on late payments

- 18.4. Should the coordinator fail to make repayment within the deadline set by the contracting authority, the contracting authority may increase the amounts due by adding interest:
- a) at the rediscount rate applied by the central bank of the country of the contracting authority if payments are in the currency of that country;
 - b) at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, C series, where payments are in euros;

on the first day of the month in which the time-limit expired, plus three and a half percentage points. The default interest shall be incurred over the time which elapses between the date of the payment deadline set by the contracting authority, and the date on which payment is actually made. Any partial payments shall first cover the interest thus established.

Offsetting

- 18.5. Amounts to be repaid to the contracting authority may be offset against amounts of any kind due to the coordinator, after informing it accordingly. This shall not affect the parties' right to agree on payment in instalments.

Other provisions

- 18.6. The repayment under Article 18.4 or the offsetting under Article 18.6 amount to the payment of the balance.
- 18.7. Bank charges incurred by the repayment of amounts due to the contracting authority shall be borne entirely by the coordinator.
- 18.8. The guarantee securing the prefinancing may be invoked in order to repay any amount owed by the beneficiary(ies), and the guarantor shall not delay payment nor raise objections for any reason whatsoever.
- 18.9. Without prejudice to the prerogative of the contracting authority, if necessary, the European Union may, as donor, proceed itself to the recovery by any means.

1. Budget for the Action ¹					Year 1 ² (01/09/2023 - 31/01/2025)			
Costs	All Years							
	Unit ¹³	# of units	Unit value (in EUR)	Total Cost (in EUR) ³	Unit	# of units	Unit value (in EUR)	Total Cost (in EUR)
1. Human Resources								
Subtotal Human Resources				0				0
2. Travel ⁶								
Subtotal Travel				0				0
3. Equipment and supplies ⁷								
Subtotal Equipment and supplies				0				0
4. Project office ¹⁴								
Subtotal Project office				0				0
5. Other costs, services ⁸								
Subtotal Other costs, services				0				0
6. Other								
6.1. Student Scholarship Schemes								
6.1.1 Costs of living scholarships				126 000				96 250
6.1.1.1. Grants EU member states (management)	Yearly	27	250	6 750	Yearly	20,5	250	5 125
6.1.1.1.1 Grants EU member states (management) 2023/2024	Yearly	14	250	3 500	Yearly	14	250	3 500
6.1.1.1.2 Grants EU member states (management) 2024/2025	Yearly	13	250	3 250	Yearly	6,5	250	1 625
6.1.1.2. Individual support grant for students (living costs)	Monthly	265	450	119 250	Monthly	202,5	450	91 125
6.1.1.2.1 Individual support grant for students (living costs) 2023/2024	Monthly	140	450	63 000	Monthly	140	450	63 000
6.1.1.2.2 Individual support grant for students (living costs) 2024/2025	Monthly	125	450	56 250	Monthly	62,5	450	28 125
Subtotal Other				126 000				96 250
7. Subtotal direct eligible costs of the Action (1-6)				126 000				96 250
8. Indirect costs (maximum 7% of 7, subtotal of direct eligible costs of the Action)								
9. Total eligible costs of the Action, excluding reserve and volunteers' work (7+ 8)				126 000				96 250
10.1 Provision for contingency reserve (maximum 5% of 7 'Subtotal of direct eligible costs of the Action')								
10.2 Volunteers' work ¹⁵	Per day				Per day			
11. Total eligible costs (9+10)				126 000				96 250
12. - Taxes ¹¹								
13. Total accepted¹¹ costs of the Action (11+12)				126 000				96 250

1. The description of items must be sufficiently detailed and all items broken down into their main components. The number of units and the unit value must be specified for each item depending on

2. This section must be completed if the Action is to be implemented over more than one reporting period (usually 12 months).

3. The budget may be established in euro or in the currency of the country of the Contracting Authority. Costs and unit values are rounded to the nearest euro.

11. Only to be filled in when provided for in the Call for Proposal (i.e. taxes are not eligible and the beneficiary(ies) can show they cannot reclaim them). Please see glossary of terms (Annex A 1) of

13. Use "UNIT COST per flight/activity/output/kit etc..." or "LUMP SUM" or "FLAT RATE" in case of simplified cost options. Use different lines for each type of simplified cost options and per beneficiary. In worksheet 2, the methods used to determine and calculate them must be clearly described and substantiated and the Beneficiary proposing and using them must be univocally identified. (for more guidance see Annex K - Guidelines-Checklist for simplified cost options).

15. Include here the costs of the volunteers' work if this type of contribution in kind is allowed. Volunteers' work shall be declared as eligible cost, but set aside of the direct costs as the calculation of

NB: The Beneficiary(ies) alone is/are responsible for the correctness of the financial information provided in these tables.

2. Justification of the Budget for the Action		All Years				
Costs	Justification of the budget item Provide a narrative clarification of each budget item demonstrating	Justification of the estimated costs Provide a justification of the calculation of the estimated costs. Note that the estimation should be based on real costs or on simplified cost options if allowed, as described in section 2.1.5 of the Guidelines for Grants Applicants				
1. Human Resources (1)						
Subtotal Human Resources						
2. Travel						
Subtotal Travel						
3. Equipment and supplies						
Subtotal Equipment and supplies						
4. Project office						
Subtotal Project office						
5. Other costs, services						
Subtotal Other costs, services						
6. Other						
6.1. Student Scholarship Schemes						
6.1.1 Costs of living scholarships	Budgeted amount is based on unit costs, set in Erasmus+.	Amount of grant will be counted according number of students and type of costs using unit cost set in Erasmus +. Grant contracts are foreseen for each country that would take part in education of students. Total amount of grants 125 875,00 Eur. The documents proving that result is achieved should be submitted.				
		Costs	Unit cost	# of units	"Unit value	Costs
		6.1.1.1 Grants EU member states (management)	Yearly	27,0	250,00	6 750,00
		6.1.1.1.1 Grants EU member states (management) 2023/2024	Yearly	14,0	250,00	3 500,00
		6.1.1.1.2 Grants EU member states (management) 2024/2025	Yearly	13,0	250,00	3 250,00
		Unit costs are set according ERASMUS + and reduced from 400,00 Eur to 250,00 Eur per student for 1 year (rates are set by National Agency in Lithuania for 2021). Amount will cover management of students. Amount covered is based on the number of participants. It is foreseen that number of students will not exceed 100 students per 1 EU MS Contact point. If the number of students will be beyond the 100, unit cost would be 200 EUR per each additional participant starting from 101.				
		6.1.1.2. Individual support grant for students (living costs)	Monthly	265,00	450,00	119 250,00
		6.1.1.2.1 Individual support grant for students (living costs) 2023/2024	Monthly	140,00	450,00	63 000,00
		6.1.1.2.2 Individual support grant for students (living costs) 2024/2025	Monthly	125,00	450,00	56 250,00
		Unit costs are set according ERASMUS+. It is an individual support grant as a contribution to their additional costs for travel and subsistence related to the period of study or traineeship abroad. The lowest unit cost foreseen for Erasmus+ Program countries set by National Agency in Lithuania for 2021 (450.00 Eur rate) is applied per month. Amount covered is based on the number of participants and quantity of month.				

3. Expected sources of funding & summary of estimated costs¹

		Amount	Percentage
		EUR	%
Expected sources of funding			
EU/EDF contribution sought in this application (A)		126000	
CO-FINANCING (1+2+3+4) (B)		0	
1. Other contributions (Applicant, other Donors etc)			
Name	Conditions		
2. Revenue from the Action ⁶			
To be inserted if applicable and allowed by the guidelines:			
3. In-kind contributions ⁷			
4. Volunteers' work ⁸			
Expected TOTAL CONTRIBUTIONS (A)+(B)		126000	
Estimated Costs			
Estimated TOTAL ELIGIBLE COSTS ² (C)		126000	
EU/EDF contribution expressed as a percentage of total eligible costs ⁴ (A/C x 100)			100,00%
To be inserted if applicable and allowed by the guidelines:			
Taxes/In-kind contributions ⁵		0	
Estimated TOTAL ACCEPTED COSTS ³ (D)		126000,00	
EU/EDF contribution expressed as a percentage of total accepted costs ⁴ (A/D x 100)			100,00%

1. Expected sources of funding and estimated costs must be in balance. It is reminded that the figures introduced in the table shall respect all the points included in the checklist for the full application form (part 7 of the full application form)

2. as per heading 11 of the Budget of the Action

3. as per heading 13 of the Budget of the Action

4. EU contribution cannot finance volunteers' work. Do not round, enter percentage with 2 decimals (e.g. 74,38%),

5. as per heading 12 of the Budget of the Action

6. with reference to art.17.4 (b) of the General Conditions

7. as per heading 12 of the Budget of the Action

8. as per heading 10.2 of the Budget of the Action, up to 50% of the co-financing.

ANNEX IV

Request for payment for grant contract

European Union external actions

Request for payment for grant contract European Union external actions

<Date of the payment request>

For the attention of
The Central Project Management Agency
Public Institution, registration number
126125624
S. Konarskio str., 13, LT-03109, Vilnius
Lithuania
(‘the Contracting authority’),

Reference number of the grant contract:

Title of the grant contract:

Name and address of the Organization:

Payment request number:

Period covered by the payment request:

Dear Sir/Madam,

I hereby request payment of further pre-financing/balance under the contract mentioned above.

The amount requested is <according to the option indicated in Article 4(1) of the special conditions of the contract/the following: ...>.

Please find attached the following supporting documents:

- narrative and financial interim/final report (for further pre-financing payments/ for payment of the balance)
- a forecast budget for the subsequent reporting period (for further pre-financing payments).

The payment should be made to the following bank account: <give the account number shown on the financial identification form annexed to the contract¹>

Declaration on honour

I hereby certify that the information contained in this payment request is full, reliable and true, and is substantiated by adequate supporting documents that can be checked.

I hereby certify that the costs declared have been incurred in accordance with this contract and that they can be considered as eligible in accordance with the contract.

Yours faithfully,

< Signature >

¹ In case a different bank account has to be used a new financial identification form has to be timely submitted.



FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm#en

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

BANKING DETAILS ①

ACCOUNT NAME ②	Dům zahraniční spolupráce		
IBAN/ACCOUNT NUMBER ③	CZ4507100345340008737031		
CURRENCY	EUR		
BIC/SWIFT CODE	CNBACZPP	BRANCH CODE ④	
BANK NAME	Česká národní banka		
ADDRESS OF BANK BRANCH			
STREET & NUMBER	Na Příkopě 28		
TOWN/CITY	Praha 1	POSTCODE	11503
COUNTRY	Czech Republic		

ACCOUNT HOLDER'S DATA

AS DECLARED TO THE BANK

ACCOUNT HOLDER	Dům zahraniční spolupráce		
STREET & NUMBER	Na Poříčí 1035/4		
TOWN/CITY	Praha 1	POSTCODE	11000
COUNTRY	Czech Republic		

REMARK

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE ⑤



ČESKÁ NÁRODNÍ BANKA
Sekce peněžní
Pobočka Praha
Na Příkopě 28, 115 03 Praha 1

21-03-2024

32

DATE (Obligatory)

21.3.2024

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.



POVĚŘENÍ

PM/2023/0025

Dům zahraniční spolupráce

Na Poříčí 1035/4

110 00 Praha 1

IČO: 61386839

(dále jako Zaměstnavatel či DZS)

tímto pověřuje v souladu s článkem 5 odst. 5.4 písm. b) zřizovací listiny Domu zahraniční spolupráce č.j.: 17265/2009-10 vydané MŠMT dne 3. 12. 2009, ve znění pozdějších dodatků,

Romana Klepetko

náměstek ředitele DZS

(dále jako Zaměstnanec)

k tomu, aby Zaměstnavatele osobně zastupoval a činil za něj navenek právní jednání v rámci agend spadajících do náplně činnosti následujících organizačních jednotek Zaměstnavatele:

- Oddělení Kanceláře ředitele
- Oddělení CZELO
- Interní audit
- Sekce komunikační a analytická
- Sekce ekonomická a provozní
- Sekce školního a odborného vzdělávání
- Sekce vysokoškolského a celoživotního vzdělávání
- Sekce mládeže a sportu

Pro vyloučení případných pochybností Zaměstnavatel konstatuje, že Zaměstnanec je na základě tohoto pověření oprávněn zejména k zastupování Zaměstnavatele při právním jednání v rámci následujících agend:

- zadávání veřejných zakázek včetně uzavření smlouvy na plnění veřejné zakázky,
- jednání Zaměstnavatele vůči MŠMT jako zřizovateli,
- administrace a implementace programů Erasmus+ a Evropský sbor solidarity,

tedy uděluje tímto speciální pověření. Předmětem tohoto pověření není zastupování Zaměstnavatele v souvislosti s právním jednáním v pracovněprávní oblasti.

Zaměstnavatel toto pověření Zaměstnanci uděluje na dobu neurčitou, pověření zaniká skončením pracovněprávního vztahu mezi Zaměstnancem a Zaměstnavatelem anebo přeřazením Zaměstnance na jinou pracovní pozici. Zaměstnanec má právo vykonávat veškerá právní a/nebo faktická jednání spojené s předmětem tohoto pověření. V případech, kdy se uzavření smlouvy týká více sekcí Zaměstnavatele, může být taková smlouva uzavřena ze strany kteréhokoli oprávněného zaměstnance.

Zaměstnanec může pro případ nepřítomnosti dočasně udělit substituční pověření k uzavírání výše uvedených smluv jinému zaměstnanci Zaměstnavatele, který je také vedoucím sekce.



Ředitel DZS dále pověřuje Zaměstnance v souladu s článkem 5 odst. 5.4 písm. a) Zaměstnance jako svého zástupce k zastupování **ve všech věcech** (tedy včetně pracovněprávní a jiné agendy) **po dobu své nepřítomnosti**. Pověření podle tohoto odstavce je uděleno na dobu dvou let.

Účinnost tohoto pověření nastává 7.7.2023.

V Praze

Digitálně podepsal Michal Uhl
Datum: 2023.07.03 10:27:39 +02'00'

Michal Uhl
ředitel

Toto pověření v plném rozsahu bez výhrad přijímám

Digitálně podepsal Roman Klepetko
Datum: 2023.07.07 09:53:40 +02'00'

Roman Klepetko
náměstek ředitele DZS

Contract No.NDICI-GEO-NEAR/2022/434-092- 0004; EU4Belarus – Support to Advanced Learning and Training (SALT II)
Implementation period of the contract (DD/MM/YYYY-DD/MM/YYYY)

Forecast Budget & follow-up

Forecast Budget & follow-up	<u>Previous</u> period (dd/mm/yyyy-dd/mm/yyyy)				Real Previous Period	<u>Following</u> period (dd/mm/yyyy-dd/mm/yyyy)			
	Forecast					Forecast			
Expenditures	Unit	# Units	Unit value (in EUR)	Total Cost (in EUR)	Total Cost (in EUR)	Unit	# Units	Unit value (in EUR)	Total Cost (in EUR)
1. Human Resources									
Subtotal Human Resources									
2. Travel									
Subtotal Travel									
3. Equipment and supplies									
Subtotal Equipment and supplies									
4. Local office									
Subtotal Local office									
5. Other costs, services									
Subtotal Other costs, services									
6. Costs of subcontracting/granting/									
6.1 Grant EU member state									
6.1.1 Grants EU member states (management)									
6.1.1 Grants EU member states (management) 2023/2024									
6.1.1 Grants EU member states (management) 2024/2025									
6.1.2 Individual support grant for students (living costs)									
6.1.2.1 Individual support grant for students (living costs) 2023/2024									
6.1.2.2 Individual support grant for students (living costs) 2024/2025									
Subtotal Other									
7. Subtotal direct eligible costs of the Action (1-6)									
8. Indirect costs (maximum 7% of 7, subtotal of direct eligible costs of the Action)									
9. Total eligible costs of the Action, excluding reserve and volunteers' work (7+ 8)									
11. Total eligible costs (9+10)									
12. - Taxes - Contributions in kind									
13. Total accepted costs of the action (11+12)									

Contract No. NDICI-GEO-NEAR/2022/434-092- 0004; EU4Belarus – Support to Advanced Learning and Training (SALT II)												
Implementation period of the contract (DD/MM/YYYY-DD/MM/YYYY)												
Interim financial report: period (dd/mm/yyyy-dd/mm/yyyy)	Budget as per contract/addendum				Reallocation	Expenditure incurred					Variation in comparison with initial budget/reallocation	
	Unit	# Units	Unit value (in EUR)	Total Cost (in EUR)	allowed reallocation (article 9.4 of the GC)	# Units	Unit value (in EUR)	Total Cost (in EUR)	Cumulated costs (before current report) (in EUR)	Cumulated costs (from start of implementation to present report included) (in EUR)	Difference of cumulated costs till present and budget as per contract/addendum	Variation from budget as per contract/addendum
		(a)	(b)	(c)=a*b	(r)	(a)	(b)	(c)=a*b	(d)	(f)=c+d	(g)= c (or r) - f	(h)= g/c (or r)
1. Human Resources												
<i>Subtotal Human Resources</i>												
2. Travel												
<i>Subtotal Travel</i>												
3. Equipment and supplies												
<i>Subtotal Equipment and supplies</i>												
4. Local office												
<i>Subtotal Local office</i>												
5. Other costs, services												
<i>Subtotal Other costs, services</i>												
6. Costs of subcontracting/granting/												
6.1 Grant EU member state												
6.1.1 Grants EU member states (management)												
6.1.1 Grants EU member states (management) 2023/2024												
6.1.1 Grants EU member states (management) 2024/2025												
6.1.2 Individual support grant for students (living costs)												
6.1.2.1 Individual support grant for students (living costs) 2023/2024												
6.1.2.2 Individual support grant for students (living costs) 2024/2025												
<i>Subtotal Other</i>												
7. Subtotal direct eligible costs of the Action (1-6)												
8. Indirect costs (maximum 7% of 7, subtotal of direct eligible costs of the Action)												
9. Total eligible costs of the Action, excluding reserve and volunteers' work (7+ 8)												
11. Total eligible costs (9+10)												
12. - Taxes												
- Contributions in kind												
13. Total accepted costs of the action (11+12)												

Final financial report: period (dd/mm/yyyy-dd/mm/yyyy)	Contract No. NDICI-GEO-NEAR/2022/434-092- 0004; EU4Belarus – Support to Advanced Learning and Training (SALT II)												
	Implementation period of the contract (DD/MM/YYYY-DD/MM/YYYY)												
	Budget as per contract/addendum				Reallocation	Expenditure incurred					Variations in comparison with initial budget/addendum		
	Expenditures	Unit	# Units	Unit value (in EUR)	Total Cost (in EUR)	Reallocation allowed (Article 9.4 of the General Conditions)	# Units	Unit value (in EUR)	Total Cost (in EUR)	Cumulated costs (before current report) (in EUR)	Cumulated costs (from start of implementation to present report included) (in EUR) (f)=c+d	In absolute value in EUR	In %
		(a)	(b)	(c)=a*b		(a)	(b)	(c)=a*b	(d)				
1. Human Resources													
Subtotal Human Resources													
2. Travel													
Subtotal Travel													
3. Equipment and supplies													
Subtotal Equipment and supplies													
4. Local office													
Subtotal Local office													
5. Other costs, services													
Subtotal Other costs, services													
6. Costs of subcontracting/granting/													
6.1 Grant EU member state													
6.1.1 Grants EU member states (management)													
6.1.1 Grants EU member states (management) 2023/2024													
6.1.1 Grants EU member states (management) 2024/2025													
6.1.2 Individual support grant for students (living costs)													
6.1.2.1 Individual support grant for students (living costs) 2023/2024													
6.1.2.2 Individual support grant for students (living costs) 2024/2025													
Subtotal Other													
7. Subtotal direct eligible costs of the Action (1-6)													
8. Indirect costs (maximum 7% of 7, subtotal of direct eligible costs of the Action)													
9. Total eligible costs of the Action, excluding reserve and volunteers' work (7+ 8)													
11. Total eligible costs (9+10)													
12. - Taxes													
- Contributions in kind													
13. Total accepted costs of the action (11+12)													

Final sources of funding

		Amount EUR
Applicant contribution		
Other contributions (other Donors etc)		
<i>Name</i>	<i>Conditions</i>	
Revenue from the Action		
To be inserted if applicable and allowed by the guidelines:		
In-kind contribution		
Volunteers' work		

List of Pending payments (above 500 EUR)

Please list the following details: Name of the provider, Object of the contract (Final Audit, Works execution guarantee...), Amount in €, Due date, Reference document (Date and number of Invoice/ contract), Explanation and comments (why still not paid?)

Name of the provider	Object of the contract	Amount in EUR	Due date	Reference document	Explanation and comments

We herewith commit to refund to the European Union, according to art. 18 of the General Conditions, any amount for which proof of payment cannot be provided upon request after the due date, unless reasonable justification is provided.

Signed

ANNEX V NARRATIVE REPORT

- This report must be completed and signed by the contact person of the coordinator.
- Please expand the paragraphs as necessary.
- **Please refer to the special conditions of your grant contract and send one copy of the report to address mentioned.**
- The Contracting Authority will reject any incomplete or badly completed reports.
- The answer to all questions must cover the reporting period as specified in point 1.6.

List of acronyms used in the report

1. Description

- 1.1. Name of coordinator of the grant contract:
- 1.2. Name and title of the contact person:
- 1.3. Name of beneficiary and affiliated entity(ies) in the action:
- 1.4. Title of the action:
- 1.5. Contract number:
- 1.6. Start date and end date of the reporting period:
- 1.7. Target country:
- 1.8. Final beneficiaries &/or target groups¹ (if different) (including numbers of women and men):

2. Assessment of the implementation of the action activities and its results

2.1. Executive summary of the action

Please give a global overview of the action's implementation for the reporting period (no more than ½ page).

2.2. Results and activities

In case of underperformance, please explain the reasons and the corrective measures.

Please explain any problems (e.g. delay, cancellation, postponement of activities) which have arisen and how they have been addressed> (if applicable).

¹ 'Target groups' are the groups/entities who will be directly positively affected by the project at the project purpose level, and 'final beneficiaries' are those who will benefit from the project in the long term at the level of the society or sector at large.

<Contract number>

<Start date and end date of the reporting period>

Please list any risks that might have jeopardised the realisation of some activities and explain how they have been tackled> (if applicable).

3. Visibility

How is the visibility of the EU contribution being ensured in the action?

The European Commission may wish to publicise the results of actions. Do you have any objection to this report being published on the EuropeAid website? If so, please state your objections here.

Name of the contact person for the action:

.....

Signature:

Location:

Date report due:

Date report sent:

STATEMENT*

Date

Project No.	
Beneficiary:	
Reporting period	

No.	Number of decision of scholarships	Date of decision of scholarships	Name/surname of student	Host university	The actual start date of student's studies ¹	The actual end date of student's studies ²	Did student complete full academic year? ³ (Yes/Yes with interruption/No/No with interruption)	Grants EU member states (management) Unit cost			Individual support grant for students (living costs) Unit cost			Average score of exam results during academic year	Student status (degree completed/drop ped-out/withdrawn/ continued studies x years remaining)	Comments
								Unit	Yearly fee	Amount claimed	Month	Monthly fee	Amount claimed			
Total										0			0			

*Template of statement could be adapted with prior agreement with CPMA.

¹ signed document with identified actual first day of student's education for academic year (**1st day of studies of the academic year**), falling under Reporting Period, must be provided as evidence

² signed document with identified actual last day of student's education for academic year (**the latest day of these options: the final day of primary examination session of the academic year, last day of course /work / compulsory lecture period**), falling under Reporting Period, must be provided as evidence

³ please select YES if student completed full academic year, falling under Reporting Period; select NO if student was expelled / terminated his/her studies before completion; select options "with interruption" if student has interrupted his/her studies (participation in Erasmus programme, academic sabbatical, etc.). Please provide documents for evidence (with specific actual dates) of student's study termination, expulsion or interruptions. In case of semi-academic year (1 semester), please treat it as "interruption" option.

REQUESTED DOCUMENTS				
Document	Basis for submission	Submission properties	Facts/information to be checked	Examples of acceptable documents
Main documents as per Grant Contract				
Payment Request	General conditions, Articles 2 and 15, as per template under contract	1 per reporting period, signed by DZS director	-	Annex IV to the Grant Contract
Narrative report		1 narrative report per reporting period, signed by DZS responsible person	-	Annex V to the Grant Contract
Financial report		1 financial report per reporting period, signed by DZS responsible person		Annex V to the Grant Contract
Forecast budget for the following reporting period		1 per reporting period for upcoming reporting period, signed by DZS responsible person	-	Annex V to the Grant Contract
Statement	As part of Grant Contract's Annex VI "Statement and supporting documents" (template provided)	1 per reporting period (consolidating all students from all universities), signed by DZS responsible person	Consolidated list of all students, providing information on: 1. Decision on scholarship (ref.no; date). 2. Name, surname of the Student. 3. Name of Host university. 4. Actual start and end dates of individual students studying period in reporting academic year 5. Action funding for management (units, rate (yearly fee), amount (amount claimed)) 6. Action funding for individual support / student's living costs (units, rate (yearly fee), amount (amount claimed)) 7. Average score of exam results during academic year 8. Any comments should DZS want to introduce additional information on documents, facts for eligibility check, any other useful information	Annex VI to the Grant Contract
Monitoring report	DoA	2 reports: one after the first semester should be provided as a non-formal statement by e-mail to the Contracting Authority within 30-60 days after the end of the semester, second report as part of yearly narrative report.	Report on academic performance of awarded students, GPA of exams taken, dropout cases, other circumstances, such as academic leave etc.	
Supporting documents (for individual support / scholarships)				
1. Decision of granting support (from Host University dedicated to student(s))	Formal decision on support granting	1 per reporting period, shall be for each individual student or a pool of students studying in the same Host University; signed by HEI authority	Planned start and end dates of the studying period (either per semester or yearly, but shall cover the period indicated in the statement) Rewarded amount of individual support / student's living costs Identification of dedicated funding from Action (financial support from EU and SALT programme) Other facts and information, useful for review purposes	
2. Signed contract between Host University and DZS	Formal decision on support granting	1 per Action (project implementation period) per University. If amended - must be provided with the next interim report.	- Dedicated funding from Action (financial support from EU and SALT programme) - Contract "entry into force" date - Duration of contract - Amounts dedicated for students - (from annexes) Fact of University's payment to Student	According to internal DZS contract templates. If Annexes are provided, they shall be submitted as supporting documents to Contracting Authority (e.g., template of entering into study, confirmation of studying, etc.)
3. Document with identified actual first day (1st day of studies of the academic year) of student's education for academic year	"Statement", comment #1	1 per student per reporting period (could be 2 if divided into semesters). For each student, signed by respective HEI authority Could be individual per student, could be consolidated lists.	- Actual start date of specific student's education in particular academic year [to confirm start date entered in Statement]	- University's confirmation/certification on student's study start/end dates - [for start date only] Certificate of entering to study for each academic year - DZS and University contract annexes with this information (per student or consolidated) - Other
4. Document with identified actual last day (the latest day of these options: last day of the final primary examination session of the academic year, last day of course /work / compulsory lecture period) of student's education for academic year	"Statement", comment #2	1 per student per reporting period (could be 2 if divided into semesters). For each student, signed by respective HEI authority Could be individual per student, could be consolidated lists	- Actual end date of specific Student's education in particular academic year [to confirm end date entered in Statement]	
5. Document on specific student's education finalisation, interruptions, or a shorter academic year (1 semester or a shorter second semester)	"Statement", comment #3	Number of documents depends on situation; signed by respective University authority		1. University's confirmation/certification on start/end dates (for shorter academic year) 2. Diploma or other proof of completion, is required in all cases of graduation 3. Erasmus+ documents with actual start and/or end dates 4. Academic sabbatical documents with actual start and/or end dates 5. Document indicated exact date when student dropped-out, withdrawn 6. Other
Other documents		Upon discussion with DZS on potential documents on case-by-case basis depending on what is to be checked	Verification of facts, dates, funding amounts if any other submitted documents fail to provide required information, due to information inconsistency or suspicious information	Upon discussion with DZS on potential documents on case-by-case basis depending on what is to be checked: - Accounting information - Bank account statements - Internal university decisions on academic year length etc.

Annex VII

List of Students selected under SALT II in 2023

Approved			
Application No	Total Scores	University	Semesters CPMA (max. semesters compensated until 2025.09.30)
76	25	Prague University of Economics	4
110	25	Technical University of Liberec	4
292	25	Czech Technical U-ty in Prague	4
127	23	Higher School of Economics and	4
130	23	University of Chemistry and Technology, Prague.	3
158	23	Brno U-ty of Technology	4
85	22	The University of Ostrava	2
134	22	University of Jan Evangelista in	4
183	20	Prague U-ty of Economics and	4
49	18	Palacky University Olomouc	4
Reserve			
15	17	Palacky University Olomouc	4
92	17	University of Hradec Králové	4
291	15	Czech Technical University in	4
250	15	University of Jan Evangelista in	4
			53

Total: 14 students, 53 semesters, max 265 scholarships (number of scholarships for students for 10 months).

20.03.2024.