

# COST Action Grant Agreement

AGA-CA21157-1  
COST Action CA21157  
European Network for Innovative Woody Plant Cloning

COST Reference: AGA-CA21157-1-15571

Grant Holder Legal Representative's Signature

13.02.2023

Director of the COST Association's Signature

**The COST Association**, located at Avenue du Boulevard-Bolwerklaan 21, 1210 Brussels, Belgium, an International not-for-profit organisation (AISBL) under Belgian law, registration number 0829.090.573, represented by Director of the COST Association, hereinafter referred to as the “**COST Association**”,  
And

**Institute of Experimental Botany of CAS**, Rozvojová 263, 16500 Prague 6, Czechia, represented by Dr Jan Martinec, Legal Representative, hereinafter referred to as the “**Grant Holder**”  
Hereinafter referred to individually as the “Party” and collectively as the “Parties”.

- (1) COST (European Cooperation in Science and Technology) is a pan-European intergovernmental framework, whose mission is notably to enable breakthrough scientific and technological developments leading to new concepts, services, and products and thereby to contribute to strengthening Europe's research and innovation capacities. It allows researchers, engineers, scholars, and other stakeholders to jointly develop their own ideas and new initiatives across all fields of science and technology through trans-European coordination of nationally or otherwise funded research activities.
- (2) The COST Action and the Action Grant Agreement are governed by the COST Implementation Rules being the [Rules and Principles for COST activities \(level A\)](#) and the [Rules for COST Actions \(level B\)](#) as further detailed in the [Annotated Rules for COST Actions \(level C\)](#).
- (3) The COST Association is funded by the European Union Horizon Europe research and innovation programme within the frame of the COST Framework Partnership Agreement (FPA) signed between the COST Association and the European Commission and through subsequent COST Horizon Europe Specific Grant Agreements, hereinafter referred to as “SGA” or “SGAs”.
- (4) The COST Action concerned by this Action Grant Agreement was approved by the Committee of Senior Officials (CSO), the COST Association General Assembly, on 27/05/2022 following a proposal submitted to the COST Association in the frame of the COST Open Call,
- (5) The Grant Holder was selected by the COST Action Management Committee during the first Management Committee meeting on 24/10/2022

**Therefore,**

The Parties have agreed to the following terms and conditions including those in the following annexes, which form an integral part of this COST Action Grant Agreement, hereinafter referred to as the "Agreement":

- Annex A: Workplan (Work and Budget Plan)
- Annex B: Data protection Standard Contractual Clauses (controller to processor)

Throughout the present Agreement, the term "shall" implies an obligation to comply with the set requirement whilst the term "may" implies an authorisation to act. Other terms used in the present Agreement marked with a capital letter are defined in the list of Definitions and abbreviations contained in the Glossary.

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

- 1.1. Through this Agreement, the COST Association awards a Grant to the Grant Holder to allow the COST Action to achieve its objectives, as described in the Action's Memorandum of Understanding (MoU Ref: 071/22) and Annex A, under the coordination of the COST Action Management Committee, following the rules defined in the COST Implementation Rules.
- 1.2. The Agreement shall be implemented by the Grant Holder in compliance with the provisions of the COST Implementation Rules, this Agreement and its Annexes A and B. The Grant Holder shall be responsible for providing the necessary financial and administrative support to the COST Action's activities detailed in Annex A. This includes but is not limited to preparing all planned activities and invitations, drafting minutes and reports, executing all relevant payments to the participants according to the applicable COST Implementation rules. A contribution for Financial, Scientific and Administrative Coordination (FSAC) expenses incurred by the Grant Holder in the implementation of this Agreement is defined in Annex A.

## **ARTICLE 2. HIERARCHY OF RULES**

- 2.1. The present Action Grant Agreement shall be governed by the "COST Implementation Rules" meaning the Rules and Principles for COST activities (level A), the Rules for COST Actions (level B) as further detailed in the Annotated Rules for COST Actions (level C).
- 2.2. The present Action Grant Agreement shall not contravene the COST Implementation Rules. In case of any contradiction, the COST Implementation Rules shall prevail.

## **ARTICLE 3. GRANT PERIOD AND DURATION OF THE AGREEMENT**

- 3.1. The Grant Period will start on 01/11/2022 (the Starting Date) and end on 31/10/2023 (the End Date).
- 3.2. This Agreement shall enter into force as of the Starting Date, notwithstanding the date of its signature and shall thereafter remain in force until the End Date or its termination in accordance with Article 21.

## **ARTICLE 4. COST ACTION GRANT**

- 4.1. The COST Association will provide a Grant of up to a maximum of EUR 124,545.00 to carry out the COST Action. The detailed budget for the COST Action is set out in Annex A.
- 4.2. The Action Management Committee (MC) may, subject to approval of the COST Association as per the Annotated Rules for COST Actions (level C), Article 7.2.2.c), reallocate budget within the frame of the approved Work and Budget Plan, to the exception of the FSAC which shall not exceed the amount stated in Annex A and in no case exceed 15% of the actual eligible scientific expenditures incurred by the End Date as determined in the validated Final Financial Report.
- 4.3. The Grant awarded under this Agreement shall be fully dedicated to the COST Action and shall not be used for the Grant Holder's and/or its representatives' own activities, or any activities not approved by the Action MC.
- 4.4. The Grant Holder shall make all liable payments to persons, institutions, and other claimants eligible for reimbursement within thirty (30) calendar days of receiving a complete reimbursement claim and never later than forty-five (45) calendar days after the end date of the related event.
- 4.5. The Grant Holder shall record all eligible expenses incurred within the Grant Period within thirty (30)

days after the payment and never later than forty-five (45) days after the End Date of the Grant Period as mentioned under Article 3.1.

## ARTICLE 5. ELIGIBILITY OF EXPENSES

5.1. Eligible and non-eligible expenses of the implementation the COST Action are those identified in the

5.2. Annotated Rules for COST Actions (level C).

Non-eligible expenses specific under the present Agreement are as follows:

- Identifiable indirect and direct taxes and duties, including Value Added Tax (V.A.T.). V.A.T. is not a fee and is a non-eligible expense under the COST Grant System, irrespective of whether the Grant Holder institution is subject to pay V.A.T. or not. V.A.T. cannot be claimed or be reimbursed and shall be paid using sources other than COST funds.
- Taxes applicable according to national law on the reimbursement of flat rates or grants should not be applicable taking into consideration the nature of COST funds. COST is exclusively funded by European public funding, and as such, funds granted to Action participants are not taxable. In any case, those taxes are not eligible and cannot be deducted from any amount paid to the Action participants.
- The COST Association will not bear the cost of any fiscal adjustment applied to the Grant Holder as a result of payments made under this Agreement.
- Provisions for possible future losses or charges and for doubtful debt
- Expenses related to interests or duties
- Exchange rate losses and expenses related to a return on capital
- Expenses linked to activities that do not have a clear and recognisable association with COST activities, as well as expenses incurred or reimbursed from other sources in respect of other projects.
- Bank and / or currency related charges linked to receiving Grant payments are to be borne by the Grant Holder.

5.3. Any expenses linked to any activity carried out without the approval of the COST Action MC or the Core Group following its Delegation of Powers as per Article 3.6 of the Annotated Rules for COST Actions, or outside the Grant Period mentioned in Article 3.1 are not eligible for reimbursement.

## ARTICLE 6. IMPLEMENTATION OF THIS AGREEMENT

6.1. When administering the COST Grant, the Grant Holder shall act under supervision of the Action MC. However, the Grant Holder shall oppose to any MC decision that would be taken against the COST Implementation Rules and report to the COST Administration in case of issue for seeking resolution.

6.2. The Grant Holder shall, in order to fulfil its obligations under the present Agreement, use the online tool provided by the COST Association ("e-COST") to implement the Financial, Scientific and Administrative Coordination (FSAC) of the Action.

## ARTICLE 7. INFORMATION OBLIGATIONS

7.1. The Grant Holder shall provide – during the Agreement or afterwards as per Article 8.1 – any information requested in order to verify the eligibility of the costs declared, proper implementation of the present Agreement and compliance with the other obligations under the present Agreement. The information provided must be accurate, precise, and complete and in the format requested, including electronic format.

7.2. This obligation shall also apply towards requests for information related to the present Grant Agreement of the European Commission (EC), the European Public Prosecutor's Office (EPPO), the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF).

7.3. The Grant Holder shall immediately inform the COST Association of any of the following:

- events which are likely to affect or delay the implementation of the Agreement or affect COST or the EU's financial interests, in particular changes in their legal, financial, technical, organisational situation (including changes linked to one of the exclusion grounds listed in the declaration of

honour signed before grant signature)

- circumstances affecting compliance with requirements under the Agreement.

## **ARTICLE 8. RECORD KEEPING**

- 8.1. In line with the FPA and SGA, the Grant Holder shall keep for 9 years after the validation of the Final Financial Report by the COST Association records and other supporting documents to prove the proper implementation of the present Agreement, meaning the Grant Holder shall keep adequate records and supporting documents to prove the costs declared as per the Annotated Rules for COST Actions, level C.
- 8.2. In addition, the Grant Holder's usual accounting and internal control procedures shall enable direct reconciliation between the amounts declared, the amounts recorded in their accounts and the amounts stated in the supporting documents.
- 8.3. The records and supporting documents shall be made available upon request (see Article 7.1) or in the context of checks, reviews, audits or investigations (see Articles 13.1 and 13.2).
- 8.4. If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement (Article 13, Article 19, Article 20), the Grant Holder shall keep these records and other supporting documentation until the end of these procedures.
- 8.5. The Grant Holder shall keep the original documents. Digital and digitalised documents are considered originals if they are authorised by the applicable national law. COST may accept non-original documents if they offer a comparable level of assurance.

## **ARTICLE 9. DELIVERABLES AND REPORTING REQUIREMENTS**

### **9.1. Financial reporting**

The Grant Holder shall, with the support of the COST Action MC, provide the COST Association, except as otherwise directed by the COST Association, with the following reports, using e-COST and following the requirements described in the Annotated Rules for COST Actions (level C), Article 7.5.1

Financial reporting is made through the submission of the followings:

- Intermediate Financial Report (IFR) to be submitted only if cash is required when requesting the second instalment of the COST Grant, at any given time according to the budgetary needs of the Action and not later than 2 months before the end date of the Grant Period. The IFR shall be signed electronically on e-COST by the Financial representative of the Grant Holder.
- Final Financial Report (FFR): to be submitted to the COST Association at the end of the Grant Period and not later than within 30 calendar days after the end date of the Grant Period.

The FFR shall trigger, after validation by the COST Association, the payment of the last instalment of the COST Grant. The expenses reported in the FFR shall contain only finalised and paid claims.

Late submission of the FFR may lead to rejection of any non-finalised and / or unpaid claims from the given report as per Article 18.

The FFR shall be electronically signed on e-COST by the Financial representative of the Grant Holder, and by the Action Chair (Vice-Chair in case the Action Chair is affiliated with the GH) after approval of the MC.

The FFR shall be validated and signed by the COST Association and the Grant Holder within 45 days from the end date of the Action Grant Agreement. No changes to the report shall be done after the validation and signature of the FFR.

### **9.2. Management reporting**

Upon request by the COST Association, the Grant Holder shall provide the COST Action MC and the COST Association (see contact person in Article 22), within six (6) weeks of the request, with a detailed Management report using e-COST.

## **ARTICLE 10. ACKNOWLEDGMENT**

- 10.1. The Grant Holder shall take appropriate measures to acknowledge COST and the European Union's financial support in COST Action activities and mandatorily on any dissemination and publication material funded through the Agreement and shall respect its obligations under Annotated Rules for COST Actions (level C), Articles 5.1 and 5.4 regarding dissemination and publications.
- 10.2. In carrying out the present Agreement, the Grant Holder shall not act in a way that could potentially damage the COST Association reputation and image.

#### **ARTICLE 11. PAYMENT MODALITIES**

- 11.1. The bank account of the Grant Holder to which all payments will be made shall be recorded and kept up to date in e-COST.

The Grant Holder shall also register in e-COST without delay any changes to this information.

- 11.2. Payments will be made in Euro (EUR).
- 11.3. After signature of this Agreement a notification of payment will be sent to the Grant Holder. The COST Association will pay a first instalment of up to 50% of the amount stated in Article 4.1 (subject to the deduction of any unspent funds under a previous Grant Period), within thirty (30) calendar days of the above-mentioned notification under the terms and conditions set out in this Agreement.
- 11.4. The Grant Holder is entitled to request a second instalment of up to 35% of the amount stated in Article 4.1 if the conditions set out in Article 9.1 are fulfilled. A notification of payment will be sent to the Grant Holder and the COST Association will pay the second instalment within thirty (30) calendar days of the notification.
- 11.5. The Grant Holder is entitled to request a third and last instalment of up to 15% of the amount stated in Article 4.1 if the conditions set out in article 9.1 are fulfilled. A notification of payment will be sent to the Grant Holder and the COST Association will pay the third and last instalment within thirty (30) calendar days of the notification.
- 11.6. In exceptional and well justified cases, the COST Administration may on request of the Grant Holder proceed to an additional instalment, within the limit of the Grant amount specified in Article 4.1, and if the conditions set out in Article 9.1 are fulfilled.
- 11.7. The payment of the instalments is subject to the availability of funds under the applicable SGA.

#### **ARTICLE 12. RECOVERY OF FUNDS**

- 12.1. Unspent funds at the End Date identified in the validated Final Financial Report, in respect of the Grant specified in Article 4.1, will be either recovered by the COST Association as per Article 7.6 of the Annotated Rules for COST Actions or, when applicable, deducted from the first instalment of the subsequent Grant Period.
- 12.2. The Grant Holder is irrevocably and unconditionally responsible for any amount due to the COST Association. If the Grant Holder does not fulfil its contractual obligations, the COST Association reserves the right to postpone or cancel all payments and to recover the amounts already paid to the Grant Holder.

#### **ARTICLE 13. CONTROLS AND AUDITS**

- 13.1. The Grant Holder is aware that the COST Association can perform a continuous monitoring of the nature, justifications, and levels of expenditure of the COST Action. Therefore, the Grant Holder must keep e-COST up to date to enable the COST Association and its external auditors when appropriate, to perform verification of the use of the Grant awarded through this Agreement.
- 13.2. The Grant Holder is aware that the European Commission (EC), the European Public Prosecutor's Office (EPPO), the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can exercise their rights under the FPA and SGAs to carry out checks and audits as appropriate and for a period of up to two (2) years after the payment by the European Commission to the COST Association of the balance due under the applicable SGA.
- 13.3. Findings in checks, reviews, audits, or investigations carried out in the context of this grant may lead to measures described in Article 18.

## **ARTICLE 14. CONFLICT OF INTERESTS**

Rules applicable to Conflicts of Interests as per the part II. Level A - Rules applicable to Conflict of Interests of the Annotated Rules for COST Actions (level C) shall apply in the frame of the present Agreement.

## **ARTICLE 15. CONFIDENTIALITY**

- 15.1. The Parties shall not to disclose to any third party any confidential information (information of a confidential nature relating for instance but not only to the other Party's business or scientific strategies, opportunities, finances or processes, or research), relating to this Agreement, without prior agreement from the other Party, except if the disclosure of the confidential information is necessary to enable that party to perform its responsibilities and exercise its rights under this Agreement.
- 15.2. This obligation of non-disclosure will not extend to any information which the Party under the relevant obligation can show by written evidence that:
- Is required to be disclosed by law, or by competent authorities, or any court of competent jurisdiction,
  - Is or becomes generally available to the public otherwise than by reason of a breach by a Party.
- 15.3. This obligation of non-disclosure will be valid for the duration of this Agreement and for four (4) years following its expiry or termination.

## **ARTICLE 16. FORCE MAJEURE**

If the Grant Holder claims a delay in the performance of any of its obligations under this Agreement, due to a situation of Force Majeure as per Glossary, the COST Association shall be immediately informed, stating the nature, likely duration and foreseeable effects. A decision on the need to suspend the Agreement shall be taken without delay. If the situation of Force Majeure is not overcome within six (6) weeks after notification, and after discussions in good faith between the Parties, the COST Association reserves the right to decide whether the Agreement shall continue to be suspended for a newly defined period or terminated.

## **ARTICLE 17. DATA PROTECTION**

Where the Grant Holder process personal data related to the COST Action and entered in the COST databases (including e-COST) or used for carrying out the Agreement and to which the Grant Holder has access, the provisions in Annex B shall govern the conditions under which the Grant Holder acting as processor shall process those personal data on behalf of the COST Association, acting as controller.

## **ARTICLE 18. BREACH OF COST IMPLEMENTATION RULES AND OBLIGATIONS UNDER THE PRESENT AGREEMENT**

Breach of any of the provisions of COST implementation Rules as well as obligations under the present Agreement may lead to the application of different measures as per the part III. Level A - Breach of COST Rules And Principles of the Preamble of the Annotated Rules for COST Actions. Those provisions shall apply in the frame of the present Agreement.

## **ARTICLE 19. LIABILITY FOR THIRD PARTIES DAMAGES**

Notwithstanding provisions in COST Implementation Rules, level C (Annotated Rules for COST Actions), the Grant Holder shall bear sole liability towards third parties for damages arising as a result of the Grant Holder's breach of any of its obligations under this Agreement.

## **ARTICLE 20. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION**

- 20.1. This Agreement and all matters arising out of it will in all respects be governed by Belgian Law. If a dispute concerning the interpretation, application or validity of this Agreement cannot be settled amicably, the Brussels courts will have jurisdiction to hear any dispute under this Agreement.

- 20.2. Where a Grant Holder is the EC or an EU body, office or agency or an EU RTD in the meaning of COST Implementation Rules, nothing in the Agreement shall be interpreted as a waiver of their privileges or immunities, as accorded by their constituent documents or international law.

## **ARTICLE 21. TERMINATION**

- 21.1. The COST Association is entitled to terminate this Agreement if the Grant Holder commits any breach of or default in any terms and conditions of this Agreement or its annexes, and the Grant Holder fails to remedy such default or breach within sixty (60) days following receipt of written notice of such breach or default from the Grant Holder seeking to terminate this Agreement.
- 21.2. If the Grant Holder is unable or unwilling to continue its participation in the COST Action, the Parties shall be entitled to terminate this Agreement within sixty (60) days following receipt of written notice of such decision to withdraw from the Grant Holder. Such notice shall be sent to the COST Association contact indicated in Article 22 and to the COST Action MC through the Action Chair, and Vice Chair.
- 21.3. In case of termination of the Agreement, unspent funds at the date of termination, in respect of any Grant specified in Article 4.1, will be recovered by the COST Association.
- 21.4. The Grant Holder shall send to the COST Association a Final Financial Report in respect of any Grant specified in Article 4.1 due to the Grant Holder as at the date of the termination, or in respect of any non-cancellable costs and/commitments which the Grant Holder has incurred or entered into, and which the COST Association has agreed to meet on or prior to the termination of this Agreement. All non-cancellable costs and /or commitments incurred or entered into following the relevant date of notice of termination will only be recoverable where they have been approved in writing by the COST Association.
- 21.5. The provisions of Article 7, Article 8, Article 9, Article 13, Article 15, Article 17, Article 19 shall survive the expiry or termination of this Agreement.

## **ARTICLE 22. CONTACTS**

- 22.1. Any communication with respect to this Agreement must be made in English and in writing to the following contact persons and addresses:

Communication to the COST Association:

Avenue du Boulevard-Bolwerklaan 21 box 2  
1210 Brussels, Belgium  
Tel: +  
E-mail: @cost.eu

Communication to the Grant Holder:

Rozvojová 263  
16500 Prague 6  
Czechia  
Tel: +420  
E-mail: @ueb.cas.cz

- 22.2. The Parties agree to inform the other Party without delay and in writing of any changes in the names and addresses identified above, using the available procedure in e-COST.

## **ARTICLE 23. DEROGATIONS AND AMENDMENTS**

- 23.1. The Parties agree to inform each other without delay and in writing of any changes in their names (without change in their legal nature) and addresses, using the procedure available in e-COST.
- 23.2. Amendments to this Agreement, other than the changes covered under Articles 11.1, 22.2 and 23.1, shall be valid only if made in writing through an amendment signed by both Parties, unless otherwise agreed by the Parties. Any changes to the COST Implementation Rules will be notified in writing by the COST Association to the Grant Holder.
- 23.3. Any derogations to the terms and conditions set out in this Agreement and its annexes shall be formally requested by the Grant Holder, duly justified, and approved in writing by the COST Association.

# WORKPLAN

## Annex A - Work And Budget plan

### CA21157

European Network for Innovative Woody Plant Cloning

Grant Period from 01/11/2022 to 31/10/2023

### Summary Budget

<b>Networking Tool</b>	<b>Quant.</b>	<b>Budget</b>
Meetings	1	EUR 62 800.00
Training Schools	1	EUR 19 500.00
Mobility of Researchers and Innovators	tbd.	EUR 12 000.00
Presentation at Conferences organised by Third Parties	tbd.	EUR 0.00
Dissemination and Communication Products	3	EUR 14 000.00
Other Expenses Related to Scientific Activities (OERSA)	0	EUR 0.00
<b>SCIENCE EXPENDITURE :</b>		<b>EUR 108 300.00</b>
Financial and Scientific Administration and Coordination (FSAC) - MAX. 15%	15%	EUR 16 245.00
<b>TOTAL GRANT :</b>		<b>EUR 124 545.00</b>



## Indicative Information

### Details for Meetings

Meeting 1	
<b>Type :</b>	Management Committee Meeting, Workshops/Conferences
<b>Title :</b>	Innovative Woody Plant Cloning
<b>Attendance Type :</b>	Face to face
<b>Location :</b>	Andana (Turkey)
<b>Date :</b>	24/04/2023 - 25/04/2023
<b>Total Participants :</b>	90
<b>Total Reimbursed :</b>	80
<b>Travel Costs :</b>	EUR 56 800.00
<b>Local Organiser Support :</b>	EUR 6 000.00

### Details for Training Schools

Training School 1	
<b>Title :</b>	Temporary immersion bioreactors for mass production: opportunities and pitfalls
<b>Attendance Type :</b>	Face to face
<b>Location :</b>	Andana (Turkey)
<b>Date :</b>	21/04/2023 - 23/04/2023
<b>Number of Trainers :</b>	4
<b>Number of Trainees :</b>	12
<b>Travel Costs Trainers :</b>	EUR 4 000.00
<b>Travel Costs Trainees :</b>	EUR 12 000.00
<b>Local Organiser Support :</b>	EUR 3 500.00

### Details of Grants

Mobility of Researchers and Innovators	
<b>Total budget for Short Term Scientific Mission grants (STSM):</b>	EUR 12 000.00
<b>Total budget for Virtual Mobility grants (VM):</b>	EUR 0.00
Presentation at Conferences	
<b>Total budget for ITC Conference grants:</b>	EUR 0.00
<b>Total budget for Dissemination Conference grants:</b>	EUR 0.00

### Details for Dissemination and Communication Products

Item 1	
<b>Title :</b>	Copytree
<b>Dissemination and Communication Product :</b>	Action Website
<b>Amount :</b>	EUR 6 000.00

Item 2

**Title :** Publications  
**Dissemination and Communication**  
**Product :** Scientific publication in Open Access  
**Amount :** EUR 6 000.00

Item 3

**Title :** brochures and posters  
**Dissemination and Communication**  
**Product :** Dissemination Materials  
**Amount :** EUR 2 000.00

Details for Other Expenses Related to Scientific Activities (OERSA)

You have no Other Expenditures Related to Scientific Activities.

# Annex B - Data protection Standard Contractual Clauses (controller to processor)

## SECTION I

### CLAUSE 1 PURPOSE AND SCOPE

- (a) The purpose of these Standard Contractual Clauses (the Clauses) is to ensure compliance with Article 28(3) and (4) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).
- (b) The controllers and processors listed in Annex I have agreed to these Clauses in order to ensure compliance with Article 28(3) and (4) of Regulation (EU) 2016/679 and/or Article 29(3) and (4) of Regulation (EU) 2018/1725.
- (c) These Clauses apply to the processing of personal data as specified in Annex II.
- (d) Annexes I to IV are an integral part of the Clauses.
- (e) These Clauses are without prejudice to obligations to which the controller is subject by virtue of Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.
- (f) These Clauses do not by themselves ensure compliance with obligations related to international transfers in accordance with Chapter V of Regulation (EU) 2016/679 or [for GH being an EC/EU only] Regulation (EU) 2018/1725.

### CLAUSE 2 INVARIABILITY OF THE CLAUSES

- (a) The Parties undertake not to modify the Clauses, except for adding information to the Annexes or updating information in them.
- (b) This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a broader contract, or from adding other clauses or additional safeguards provided that they do not directly or indirectly contradict the Clauses or detract from the fundamental rights or freedoms of data subjects.

### CLAUSE 3 INTERPRETATION

- (a) Where these Clauses use the terms defined in Regulation (EU) 2016/679 or [for GH being an EC/EU only] Regulation (EU) 2018/1725 respectively, those terms shall have the same meaning as in that Regulation.
- (b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679 or [for GH being an EC/EU only] Regulation (EU) 2018/1725 respectively.
- (c) These Clauses shall not be interpreted in a way that runs counter to the rights and obligations provided for in Regulation (EU) 2016/679 OR [for GH being an EC/EU only] Regulation (EU) 2018/1725 or in a way that prejudices the fundamental rights or freedoms of the data subjects.

### CLAUSE 4 HIERARCHY

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties existing at the time when these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

### CLAUSE 5 - OPTIONAL DOCKING CLAUSE

Not applicable

## SECTION II OBLIGATIONS OF THE PARTIES

### CLAUSE 6 DESCRIPTION OF PROCESSING(S)

The details of the processing operations, in particular the categories of personal data and the purposes of processing for which the personal data is processed on behalf of the controller, are specified in Annex II.

### CLAUSE 7 OBLIGATIONS OF THE PARTIES

#### 7.1. Instructions

- (a) The processor shall process personal data only on documented instructions from the controller, unless required to do so by Union or Member State law to which the processor is subject. In this case, the processor shall inform the controller of that legal requirement before processing, unless the law prohibits this on important grounds of public interest. Subsequent instructions may also be given by the controller throughout the duration of the processing of personal data. These instructions shall always be documented.
- (b) The processor shall immediately inform the controller if, in the processor's opinion, instructions given by the controller infringe Regulation (EU) 2016/679 / Regulation (EU) 2018/1725 or the applicable Union or Member State data protection provisions.

#### 7.2. Purpose limitation

The processor shall process the personal data only for the specific purpose(s) of the processing, as set out in Annex II, unless it receives further instructions from the controller.

#### 7.3. Duration of the processing of personal data

Processing by the processor shall only take place for the duration specified in Annex II.

#### 7.4. Security of processing

- (a) The processor shall at least implement the technical and organisational measures specified in Annex III to ensure the security of the personal data. This includes protecting the data against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access to the data (personal data breach). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the risks involved for the data subjects.
- (b) The processor shall grant access to the personal data undergoing processing to members of its personnel only to the extent strictly necessary for implementing, managing, and monitoring of the contract. The processor shall ensure that persons authorised to process the personal data received have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

#### 7.5. Sensitive data

If the processing involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences ("sensitive data"), the processor shall apply specific restrictions and/or additional safeguards.

#### 7.6. Documentation and compliance

- (a) The Parties shall be able to demonstrate compliance with these Clauses.
- (b) The processor shall deal promptly and adequately with inquiries from the controller about the processing of data in accordance with these Clauses.
- (c) The processor shall make available to the controller all information necessary to demonstrate compliance with the obligations that are set out in these Clauses and stem directly from Regulation (EU) 2016/679 and/or [for GH being an EC/EU only] Regulation (EU) 2018/1725. At the controller's request, the processor shall also permit and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or

an audit, the controller may take into account relevant certifications held by the processor.

- (d) The controller may choose to conduct the audit by itself or mandate an independent auditor. Audits may also include inspections at the premises or physical facilities of the processor and shall, where appropriate, be carried out with reasonable notice.
- (e) The Parties shall make the information referred to in this Clause, including the results of any audits, available to the competent supervisory authority/ies on request.

#### 7.7. Use of sub-processors

Not applicable

- (a) The processor shall not subcontract any of its processing operations performed on behalf of the controller in accordance with these Clauses to a sub-processor, without the controller's prior specific written authorisation. The processor shall submit the request for specific authorisation at least 3 months prior to the engagement of the sub-processor in question, together with the information necessary to enable the controller to decide on the authorisation. The list of sub-processors authorised by the controller can be found in Annex IV. The Parties shall keep Annex IV up to date.
- (b) Where the processor engages a sub-processor for carrying out specific processing activities (on behalf of the controller), it shall do so by way of a contract which imposes on the sub-processor, in substance, the same data protection obligations as the ones imposed on the data processor in accordance with these Clauses. The processor shall ensure that the sub-processor complies with the obligations to which the processor is subject pursuant to these Clauses and to Regulation (EU) 2016/679 and/or [for GH being an EC/EU only] Regulation (EU) 2018/1725.
- (c) At the controller's request, the processor shall provide a copy of such a sub-processor agreement and any subsequent amendments to the controller. To the extent necessary to protect business secret or other confidential information, including personal data, the processor may redact the text of the agreement prior to sharing the copy.
- (d) The processor shall remain fully responsible to the controller for the performance of the sub-processor's obligations in accordance with its contract with the processor. The processor shall notify the controller of any failure by the sub-processor to fulfil its contractual obligations.
- (e) The processor shall agree a third-party beneficiary clause with the sub-processor whereby - in the event the processor has factually disappeared, ceased to exist in law or has become insolvent - the controller shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

#### 7.8. International transfers

- (a) Any transfer of data to a third country or an international organisation by the processor shall be done only on the basis of documented instructions from the controller or in order to fulfil a specific requirement under Union or Member State law to which the processor is subject and shall take place in compliance with Chapter V of Regulation (EU) 2016/679 or [for GH being an EC/EU only] Regulation (EU) 2018/1725.
- (b) The controller agrees that where the processor engages a sub-processor in accordance with Clause 7.7. for carrying out specific processing activities (on behalf of the controller) and those processing activities involve a transfer of personal data within the meaning of Chapter V of Regulation (EU) 2016/679, the processor and the sub-processor can ensure compliance with Chapter V of Regulation (EU) 2016/679 by using standard contractual clauses adopted by the Commission in accordance with of Article 46(2) of Regulation (EU) 2016/679, provided the conditions for the use of those standard contractual clauses are met.

### CLAUSE 8 ASSISTANCE TO THE CONTROLLER

- (a) The processor shall promptly notify the controller of any request it has received from the data subject. It shall not respond to the request itself, unless authorised to do so by the controller.
- (b) The processor shall assist the controller in fulfilling its obligations to respond to data subjects' requests to exercise their rights, taking into account the nature of the processing. In fulfilling its obligations in accordance with (a) and (b), the processor shall comply with the controller's instructions
- (c) In addition to the processor's obligation to assist the controller pursuant to Clause 8(b), the processor shall furthermore assist the controller in ensuring compliance with the following obligations, taking into account the nature of the data processing and the information available to the processor:

- (1) the obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data (a 'data protection impact assessment') where a type of processing is likely to result in a high risk to the rights and freedoms of natural persons.
  - (2) the obligation to consult the competent supervisory authority/ies prior to processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the controller to mitigate the risk.
  - (3) the obligation to ensure that personal data is accurate and up to date, by informing the controller without delay if the processor becomes aware that the personal data it is processing is inaccurate or has become outdated.
  - (4) the obligations in Article 32 of Regulation (EU) 2016/679/ [for GH being an EC/EU only] Articles 33 and 36 to 38 of Regulation (EU) 2018/1725.
- (d) The Parties shall set out in Annex III the appropriate technical and organisational measures by which the processor is required to assist the controller in the application of this Clause as well as the scope and the extent of the assistance required.

## **CLAUSE 9 NOTIFICATION OF PERSONAL DATA BREACH**

In the event of a personal data breach, the processor shall cooperate with and assist the controller for the controller to comply with its obligations under Articles 33 and 34 of Regulation (EU) 2016/679 or [for GH being an EC/EU only] under Articles 34 and 35 of Regulation (EU) 2018/1725, where applicable, taking into account the nature of processing and the information available to the processor.

### **9.1. Data breach concerning data processed by the controller**

In the event of a personal data breach concerning data processed by the controller, the processor shall assist the controller:

- (a) in notifying the personal data breach to the competent supervisory authority/ies, without undue delay after the controller has become aware of it, where relevant/ (unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons).
- (b) in obtaining the following information which, pursuant to Article 33(3) of Regulation (EU) 2016/679/ [for GH being an EC/EU only] Article 34(3) of Regulation (EU) 2018/1725, shall be stated in the controller's notification, and must at least include:
  - (1) the nature of the personal data including where possible, the categories and approximate number of data subjects concerned, and the categories and approximate number of personal data records concerned.
  - (2) the likely consequences of the personal data breach.
  - (3) the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects. Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.
- (c) in complying, pursuant to Article 34 of Regulation (EU) 2016/679 / [for GH being an EC/EU only] Article 35 of Regulation (EU) 2018/1725, with the obligation to communicate without undue delay the personal data breach to the data subject, when the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons.

### **9.2. Data breach concerning data processed by the processor**

In the event of a personal data breach concerning data processed by the processor, the processor shall notify the controller without undue delay after the processor having become aware of the breach. Such notification shall contain, at least:

- (a) a description of the nature of the breach (including, where possible, the categories and approximate number of data subjects and data records concerned).
- (b) the details of a contact point where more information concerning the personal data breach can be obtained.
- (c) its likely consequences and the measures taken or proposed to be taken to address the breach, including to mitigate its possible adverse effects. Where, and insofar as, it is not possible to provide all

this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay. The Parties shall set out in Annex III all other elements to be provided by the processor when assisting the controller in the compliance with the controller's obligations under Articles 33 and 34 of Regulation (EU) 2016/679 / [for GH being an EC/EU only] Articles 34 and 35 of Regulation (EU) 2018/1725.

## SECTION III FINAL PROVISIONS

### CLAUSE 10 NON-COMPLIANCE WITH THE CLAUSES AND TERMINATION

- (a) Without prejudice to any provisions of Regulation (EU) 2016/679 and/or [for GH being an EC/EU only] Regulation (EU) 2018/1725, in the event that the processor is in breach of its obligations under these Clauses, the controller may instruct the processor to suspend the processing of personal data until the latter complies with these Clauses or the contract is terminated. The processor shall promptly inform the controller in case it is unable to comply with these Clauses, for whatever reason.
- (b) The controller shall be entitled to terminate the contract insofar as it concerns processing of personal data in accordance with these Clauses if:
  - (1) the processing of personal data by the processor has been suspended by the controller pursuant to point (a) and if compliance with these Clauses is not restored within a reasonable time and in any event within one month following suspension.
  - (2) the processor is in substantial or persistent breach of these Clauses or its obligations under Regulation (EU) 2016/679 and/or [for GH being an EC/EU only] Regulation (EU) 2018/1725.
  - (3) the processor fails to comply with a binding decision of a competent court or the competent supervisory authority/ies regarding its obligations pursuant to these Clauses or to Regulation (EU) 2016/679 and/or [for GH being an EC/EU only] Regulation (EU) 2018/1725.
- (c) The processor shall be entitled to terminate the contract insofar as it concerns processing of personal data under these Clauses where, after having informed the controller that its instructions infringe applicable legal requirements in accordance with Clause 7.1 (b), the controller insists on compliance with the instructions.
- (d) Following termination of the contract, the processor shall, at the choice of the controller, delete all personal data processed on behalf of the controller and certify to the controller that it has done so, or return all the personal data to the controller and delete existing copies unless Union or Member State law requires storage of the personal data. Until the data is deleted or returned, the processor shall continue to ensure compliance with these Clauses.

## ANNEX I

### LIST OF PARTIES

#### 1. Controller(s):

**Name:** **COST Association**, an international not-for-profit organisation (AISBL) under Belgian law, registration number 0829.090.573, represented by Dr Ronald de Bruin, Director of the COST Association, hereinafter referred to as the “**COST Association**”,

**Address:** Avenue du Boulevard-Bolwerklaan 21, 1210 Brussels, Belgium

**Contact:** For practical implementation: Science Administration, [Science.Administration@cost.eu](mailto:Science.Administration@cost.eu)  
Data Protection Officer: GRCI Law, [privacy@cost.eu](mailto:privacy@cost.eu)

Activities relevant to the data transferred under these Clauses: Financing mobility of researchers and innovators in Europe

#### 2. Processor(s):

**Name:** Institute of Experimental Botany of CAS

**Address:** Rozvojová 263, 16500 Prague 6, Czechia

**Contact:**

**Tel:**

**E-mail:** @ueb.cas.cz

Activities relevant to the data transferred under these Clauses: Financial, Scientific and Administrative Coordination of COST Action CA21157.



## ANNEX II

### DESCRIPTION OF THE PROCESSING

#### Categories of data subjects whose personal data is processed

Working Group participants, MC Members and Observers and any reimbursed participant to an activity of the COST Action CA21157

#### Categories of personal data processed

<b>Identification data</b>	
Personal identification data	Title, name, first name, private address, phone numbers, email addresses (personal or professional at your choice).
<b>Financial data</b>	
Financial identification data	Bank account numbers, expenses and supporting documents.
<b>Personal characteristics</b>	
Personal details	Age, gender, year and place of birth.
<b>Training and studies data</b>	
Academic background and professional qualification	Degree level, PhD thema, year of start of PhD thesis, date of award of PhD, participation in COST trainings.
<b>Professional data</b>	
Professional identification data	Position, institution of affiliation (name and address), place of work, scientific field of expertise, research area.
Career	Participation and role in COST Actions, your grants (dates, funding agency(ies)), CV, ORCID id, professional webpage if any

Sensitive data processed (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures. . . . .

- Private address - Private address is required due to bank regulations for effecting reimbursement of expenses and may be used by the GH only for that purpose.
- Bank account number – Bank account number may be used by Grant Holder only for reimbursing the eligible expenses to the data subjects.

#### Nature of the processing

unlikely to encounter high risk for the data subject

#### Purpose(s) for which the personal data is processed on behalf of the controller

Implementation of the Financial, Scientific and Administrative Coordination (FSAC) of the Action as described in the [Annotated Rules for COST Actions](#).

**Duration of the processing.**

Duration of the Grant Agreement + extended retention period due to Article 8 of the Action Grant Agreement-record keeping obligations

For processing by (sub-) processors, also specify subject matter, nature, and duration of the processing

Not applicable

## **ANNEX III**

### **TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA**

To be updated asap

EXPLANATORY NOTE:

The technical and organisational measures need to be described concretely and not in a generic manner. Description of the technical and organisational security measures implemented by the processor(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context, and purpose of the processing, as well as the risks for the rights and freedoms of natural persons.

Examples of possible measures:

Measures of pseudonymisation and encryption of personal data Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing Measures for user identification and authorisation Measures for the protection of data during transmission Measures for the protection of data during storage Measures for ensuring physical security of locations at which personal data are processed Measures for ensuring events logging Measures for ensuring system configuration, including default configuration Measures for internal IT and IT security governance and management Measures for certification/assurance of processes and products Measures for ensuring data minimisation Measures for ensuring data quality Measures for ensuring limited data retention Measures for ensuring accountability Measures for allowing data portability and ensuring erasure] For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller Description of the specific technical and organisational measures to be taken by the processor to be able to provide assistance to the controller.

**ANNEX IV**

**LIST OF SUB-PROCESSORS**

Not applicable