



Education, Audiovisual and Culture Executive Agency

Tempus & Bilateral Cooperation with Industrialised Countries

GRANT AGREEMENT FOR AN ACTION WITH MULTIPLE BENEFICIARIES

AGREEMENT NUMBER – 2013 - 5045 / 001 - 001

Project reference number - 544031-TEMPUS-1-2013-1-AT-TEMPUS-JPHES

The **Education, Audiovisual and Culture Executive Agency** (hereinafter referred to as “the Agency”), acting under powers delegated by the European Commission (hereinafter referred to as “the Commission”) represented for the purposes of signature of this Agreement by Mr Klaus Haupt, Head of Unit P10 Tempus & Bilateral Cooperation with Industrialised Countries,

on the one part,

and

FH JOANNEUM GESELLSCHAFT MBH*
ALTE POSTSTRASSE , 149
AT - 8020 GRAZ,

hereinafter referred to as “the coordinator”, represented for the purposes of signature of this Agreement by **KARL-PETER PRIFER**, the legal representative,

and the beneficiaries : listed in Annex V

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

on the other part,

HAVE AGREED

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

- Annex I Description of the action
- Annex II Estimated budget of the action
- Annex III Mandates provided to the coordinator by the other beneficiaries
- Annex IV Technical implementation reports and financial statements to be submitted
- Annex V List of beneficiaries
- Annex VI General Conditions (hereinafter referred to as “the General Conditions”)
- Annex VII Model financial statement: not applicable
- Annex VIII Guidance notes – Report of Factual Findings on the Final Financial Report – Type II
- Annex IX Model terms of reference for the operational verification report: not applicable

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

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

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

SPECIAL CONDITIONS

ARTICLE I.1 – SUBJECT MATTER OF THE AGREEMENT

A European Union grant is awarded, under the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Agreement, for the action entitled **Knowledge Transfer Unit - From Applied Research and Technology-Entrepreneurial Know-How Exchange to Development of Interdisciplinary Curricula Modules** ("the action") as described in Annex I.

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

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

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

I.2.2 The action shall run for **36 months** as of **01-12-2013** ("the starting date of the action") and shall end on **30-11-2016**.

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

The grant shall be of a **maximum amount of EUR 817.263,73** and shall take the form of:

(a) The reimbursement of 90,00% of the eligible costs of the action ("reimbursement of eligible costs"), which are estimated at EUR 908.070,91 and which are:

(i) actually incurred ("reimbursement of actual costs") for the following categories of costs indicated in Annex II: Staff costs, Travel costs and Costs of stay, Equipment, Printing & Publishing and Other costs.

(b) Unit contribution: not applicable

(c) Lump sum contribution: not applicable

(d) A flat-rate contribution of 7% of the eligible direct costs ("flat-rate contribution") to cover the indirect costs.

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

I.4.1 Reporting periods, payments and additional supporting documents

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

- Upon entry into force of the Agreement, a pre-financing payment of 60% of the maximum amount specified in Article I.3 shall be paid to the coordinator;

Further pre-financing payment

- A second pre-financing payment of 30% of the maximum amount specified in Article I.3 shall be paid to the coordinator, subject to having used at least 70% of the previous pre-financing installment paid;

Payment of the balance

- Sole reporting period from **01-12-2013** to the end of the period set out in Article I.2.2: the balance shall be paid to the coordinator, subject to the receipt of the documents requested in Article II.23.2 (a) to (d) and subject to the receipt of the following documents :

Other supporting documents

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

I.4.2 Time limit for payments

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

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

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

ARTICLE I.5 – BANK ACCOUNT FOR PAYMENTS

All payments shall be made to the coordinator's bank account, denominated in euro¹, as indicated below:²

Name of bank: **LANDES-HYPOTHEKENBANK STEIERMARK AKTIENGESELLSCHAFT**

Address of branch: **RADETZKYSTRASSE 15-17,**

AT - GRAZ

Precise denomination of the account holder: **FH JOANNEUM GESELLSCHAFT
MBHKNOWLEDGE TRANSFER UNIT KTU**

Full account number (including bank codes): **IBAN_ ONLY**

IBAN code ³: **AT085600020141397215**

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

² As shown by the account identification document issued or certified by the bank concerned.

³ BIC or SWIFT code applies to for countries where the IBAN code does not apply.

ARTICLE I.6 - DATA CONTROLLER AND COMMUNICATION DETAILS OF THE PARTIES

I.6.1 Data controller

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

I.6.2 Communication details of the Agency

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

Education, Audiovisual and Culture Executive Agency
Mr.Klaus Haupt
Unit P10
Office BOUR 02/17
Avenue du Bourget, 1
1049 Brussels
BELGIUM

E-mail address: EACEA-Tempus-Project-Management@ec.europa.eu

I.6.3 Communication details of the beneficiaries

Any communication from the Agency to the beneficiaries shall be made via the co-ordinator and sent to the following address:

Doris KIENDL-WENDNER
FH JOANNEUM GESELLSCHAFT MBH*
ALTE POSTSTRASSE, 149 ,
AT - 8020 GRAZ

Any changes of address by the co-ordinator shall be communicated in writing to the Agency.

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

In addition to the provisions of Article II.8.3 of the General Conditions, the beneficiaries shall warrant that the Agency and/or the European Union (hereinafter referred to as "the Union") has the right[s] to:

- (a) communicate the results of the action by any other types of communication not specified in the General Conditions;
- (b) edit or re-write in another way the results of the action, including shortening, summarising, modifying the content, correcting technical errors in the content;
- (c) cut, insert meta-data, legends or other graphic, visual, audio or word elements in the results of the action;
- (d) extract a part (e.g. audio or video files) of, divide into parts or compile the results of the action;
- (e) prepare derivative works of the results of the action;

- (f) translate, insert subtitles in, dub the results of the action in all official languages of EU;
- (g) authorise or sub-licence the modes of exploitation set out above to third parties.

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

ARTICLE I.8 – SPECIAL PROVISIONS ON BUDGET TRANSFERS

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

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

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

ARTICLE I.10 – OTHER SPECIAL CONDITIONS

The following additional special conditions apply to this Agreement:

I.10.1 Additional provisions on award of contracts and subcontracting and rules of origin

In addition to the provisions set out in Article II.9 and Article II.10 of the General Conditions, where the value of a contract awarded in accordance with those Articles exceeds EUR 25.000, the beneficiaries shall obtain quotations from at least three suppliers and retain the one offering best value for money. The co-ordinator must clearly document the tendering procedure and retain the documentation in particular for audit purposes in accordance with Article II.27 of the General Conditions.

All supplies and materials purchased under this Grant Agreement shall comply with the rule of origin as set out in the basic acts and shall therefore originate from a Member State of the European Union or from an eligible country as defined in the following Regulations:

- Council Regulation (EC) No 1085/2006 establishing an Instrument for Pre-accession Assistance, 17 July 2006, cf. Art. 19⁴, for projects involving Tempus Partner Countries in the Western Balkans;

⁴ <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2006:210:0082:0093:EN:PDF>

- Regulation (EC) No 1638/2006 of the European Parliament and of the Council laying down general provisions establishing a European Neighbourhood and Partnership Instrument, 24 October 2006, cf. Art. 21⁵, for projects involving Tempus Partner Countries in the Southern and Eastern neighbouring area and the Russian Federation;
- Regulation (EC) No 1905/2006 of the European Parliament and of the Council establishing a Financing Instrument for Development Cooperation, 18 December 2006, cf. Art. 31⁶, for projects involving Tempus Partner Countries in Central Asia.

For equipment of a unit cost on purchase of more than € 5.000, the Beneficiary(ies) must keep proof of origin with the invoice. The certificate of origin must be made out by the competent authorities of the country of origin of the supplies and must comply with the rules laid down by the relevant Union legislation.

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

The co-ordinator shall submit the payment requests in accordance with Article I.4, including the underlying financial statements, in euros.

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

(http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/infoeuro_en.cfm) applicable:

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

I.10.3 Publicity obligations

a) For the purpose of the application of Article II.7 of the General Conditions, relating to publicity, the beneficiaries shall use the logo and follow the instructions available on the following Internet website: http://eacea.ec.europa.eu/tempus/beneficiaries/beneficiaries_tempus4_en.php

b) Obligations of the beneficiaries:

Information about the funding sources:

- The beneficiaries shall inform the public, press and media of the action (internet included); which must, in conformity with Article II.7 of the General Conditions, visibly indicate that "This project has been funded with the support of the European Union" as well as the graphic logos.
- The translation of the text can be found at the following Internet website address: http://eacea.ec.europa.eu/tempus/beneficiaries/beneficiaries_tempus4_en.php
- Where the action, or part of the action, is a publication the mention and graphic logos shall appear on the cover or the first pages following the editor's mention.
- Use of signs and posters: If the action includes events for the public, signs and posters related to this action shall be displayed. This shall include the logos mentioned under point a).
- Authorisation to use the logos described in point a) implies no right of exclusive use and is limited to this Agreement.

⁵ <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2006:310:0001:0014:EN:PDF>

⁶ <http://eur-lex.europa.eu/lex/LexUriServ/LexUriServ.do?uri=OJ:L:2006:378:0041:0071:EN:PDF>

- If the action is co-financed, the importance given to the above-mentioned publicity must be in proportion with the level of Union financing.
- c) The Agency shall consider this publicity obligation, foreseen in Articles I.10.3 (a) and (b) above and II.7 of the General Conditions as a «substantial obligation» within the meaning of Article II.16.3.1 point c) of the General Conditions.

I.10.4 Use of the Results

In addition to Article I.7 and for the purpose of Article II.8 of the General Conditions, the use of the results of the action shall include – the right, for the Agency and/or the Commission, to request that the beneficiaries make the said results available to the public via the European Commission-supported information platform «EVE», available at the following Internet address: <http://ec.europa.eu/eve/>

I.10.5 Cooperation obligation

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

I.10.6 Eligible costs

In addition to Article II.19.2 of the General Conditions replacement costs for European Union academic staff and experts assigned to the action will be considered eligible, provided that the cost is an actual cost incurred by the co-ordinator and beneficiaries and that they comply with the provisions set out in the "Guidelines for use of the grant" published on the Tempus website⁷.

I.10.7 Eligible costs for activities and related travel

For the purpose of Article II.19 of the General Conditions, the guiding principle for activities and related travel is that it is carried out at the project beneficiaries listed in Annex V. Exceptions to this rule, if not set out in the "Guidelines for use of the grant" published on the Tempus website, are subject to prior written authorisation by the Agency.

I.10.8 Salary costs of personnel of public administrations or governmental organisations

By derogation to Article II.19.2 of the General Conditions salary costs of personnel of public administrations (Ministries, other national, regional and local administrations) or governmental organisations are not eligible.

I.10.9 Depreciation

By derogation to Article II.19.2 of the General Conditions, and considering the particular nature of the Tempus programme, the total purchase cost of the equipment will be taken into account by the Agency rather than the equipment's depreciation corresponding to the duration of the action and the rate of actual use for the purposes of the action.

I.10.10 Ineligible costs

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

⁷ http://eacea.ec.europa.eu/tempus/beneficiaries/beneficiaries_tempus4_en.php

- equipment such as: furniture, motor vehicles of any kind, equipment for research and development purposes, telephones, mobile phones, alarm systems and anti-theft systems;
- hospitality costs;
- costs related to the use of materials (computer, laboratory, library, etc.) incurred by universities, institutions, industries or companies when hosting staff;
- registration fees for courses, seminars, symposia, conferences, congresses;
- costs of premises (purchase, rent, heating, maintenance, repairs etc.). Renting of premises is only possible for specific dissemination events with prior written approval from the Agency;
- costs linked to the purchase of real estate;
- expenses for activities - and related travel - that are not carried out on the premises of the project beneficiaries (see Annex V), unless listed as an eligible activity in these guidelines or explicit prior authorisation has been granted by the Agency;
- expenses incurred outside the eligibility period.
- contributions in kind.

I.10.11 Beneficiaries which are international organisations

I.10.11.1 Dispute settlement - Arbitration

As it results from the preamble of this Agreement the latter was concluded with an International Organisation, hereinafter referred to as “the IO”. As far as this IO is concerned the following shall apply:

- (a) By way of derogation from Article II.18 of the General Conditions, any dispute between the Agency and the IO relating to the Agreement, which cannot be settled amicably shall be referred to an arbitration committee in accordance with the procedure specified in points (b) to (g).
- (b) When notifying the other party of its intention to resort to arbitration, the notifying party shall also inform the other party about its appointed arbitrator. The second party shall appoint its arbitrator within one month of receipt of that written notification. The two arbitrators shall, by joint agreement and within three months of the appointment of the second party’s arbitrator, appoint a third arbitrator who shall be the chairman of the arbitration committee, unless both parties agreed to have a sole arbitrator.
- (c) Within one month of the appointment of the third arbitrator, the parties shall agree on the terms of reference of the arbitration committee, including the procedure to be followed.
- (d) The arbitration proceedings shall take place in Brussels.
- (e) The arbitration committee shall apply the terms of the Agreement. The arbitration committee shall set out in its arbitral award detailed grounds for its decision.
- (f) The arbitral award shall be final and binding upon the parties, which hereby expressly agree to renounce any form of appeal or revision.
- (g) The costs, including all reasonable fees incurred by the parties related to any arbitration, shall be apportioned between the parties by the arbitration committee.

I.10.11.2 Certificates on the financial statements

Certificates on the financial statements to be provided by the IO in accordance with Articles II.23.2 and II.20.5 of the General Conditions may be established by its regular internal or external auditor, in accordance with its internal financial regulations and procedures.

I.10.11.3 Checks and audits


The competent bodies of the Union shall address any requests for checks or audits pursuant to the provisions of Article II.27 of the General Conditions to the Director General of the IO.

The IO shall make available to the competent bodies of the Union, upon request, all relevant financial information, including statements of accounts concerning the action, where it implements the action or where a subcontractor takes part in the action.

I.10.11.4 Privileges and immunities

Nothing in the Agreement shall be interpreted as a waiver of any privileges or immunities which are accorded to the IO its constituent documents or international law.

SIGNATURES


For the coordinator
KARL-PETER PFEIFFER
Function:


GÜNTER RIEGLER

For the Agency
Klaus HAUPT
Head of Unit


[signature]
Done at Brussels, [date]

FH JOANNEUM
University of Applied Sciences

FH JOANNEUM Gesellschaft mbH
Alte Poststraße 147, A-8020 Graz, AUSTRIA
T: +43 (0)316 5453-0, F: +43 (0)316 5453-8803

[signature]
Done at [place], [date]

[signature]
Done at Brussels, [date]

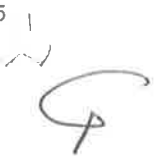
23/12/2013

In duplicate in English



ANNEX I

Description of the action





PART E. Project implementation / Award criteria

Narrative description of the project. Please describe the project in detail, clearly linking to the problems identified and ensuring consistency with the award criteria defined in the call for proposals.

E.1 The project rationale*

Please outline the motivation behind your project, clearly identifying the specific problem/s which it intends to solve. Explain how the project proposal fits within the development strategies of the Partner Countries involved and why this/these problem/s were selected instead of others. In particular, explain how the area of intervention has been explored to guarantee that the project is offering something new compared to the existing situation. Where applicable, any synergy with other EU initiatives should be highlighted. Define the wider and specific objectives that will be addressed as well as target group(s)/target sector(s) that will benefit from your project. (Max. 6000 characters)

This project tackles the lack of systematic and sustainable cooperation between universities and economy in Ukraine (UA).

The idea of this project was especially advocated by the local partner (KhAI), which participated in the Tempus project UNI4INNO, since the conducted initial problem analysis and discussions have shown that EU experiences can be very useful for Ukrainian universities, which are pushed by the policy makers to implement structural changes in order to promote research, knowledge transfer and cooperation. The other Ukrainian project partners – HEIs and organizations, who expressed their interest to participate in this project reported that the creation and strengthening of the linkage and cooperation between the universities and industry is part of their development strategies (see in particular KhNU Strategy on promoting R&D cooperation within ICT sector in Podillja region for 2012-2015 and SIBUANBU 2011 Mission Statement on facilitating cooperation with IT companies dealing with cyber security for banking sector in UA). The project of this kind is an important milestone in their activities and efforts towards the achievement of that goal.

HEIs expressed the willingness and the need to cooperate with the economy in order to provide more practical knowledge to their students, to develop labor market oriented curricula and applied research (as stated in the conclusions of the DeSSerT conference held at SIBUANBU May 25-28 2012). SMEs (small and medium enterprises) seek this cooperation in order to gain access to innovative solutions, new ideas and valuable technology, but also to influence curricula in order to gain qualified graduates in the areas in which they are needed (microelectronics, green technologies, ICT, precise machine building etc).

These aims which have been expressed on the micro level of the single organizations correspond to the Ukrainian national trends and reports. There is a small degree of dialog or none at all between the HEIs and the employers when it comes to curriculum design, quality assurance or university governance in Ukraine (TEMPUS country fact sheet; Annual report 2011 from Ukrainian Federation of Trade Unions). On the other hand, the investments in R&D in UA are unsatisfactory (0,73 % of GDP is invested in research – State Budget 2012) and the private sector is needed to boost innovation and research activities in Ukraine. In the period 2013-2015 the government intends to contribute to the strategy of decreasing the percentage of raw materials industries (SKM, INTERPIPE groups: tube rolling; Cherkassy AZOT plant: fertilizers) in Ukrainian GDP (currently 58,7 %) and increase the share of S&T sector with higher added value and highly qualified engineering personnel (Speech of Prime Minister M. Azarov during the meeting with representatives of IT sector, February 12, 2013).

In the effort to attain to the most urgent problems of Ukrainian higher education system, the overall developments should aim at increasing the relevance and capacities of UA universities in contributing to knowledge based economic

Submission number:

544031-TEMPUS-1-2013-1-AT-TEMPUS-JPHES



development, and to mobilize their potential as key players in the Ukrainian innovation system, expanding "research and technological development capabilities in the service of the economy and the society" (EU-Ukraine Action Plan).

This project's goal is to most adequately respond to the needs and problems that have been described here. Knowledge Transfer Units (KTUs) will be developed at all participating universities not as research centers, but as interface between HEIs and economy and society, which will attract SMEs to the university because of the knowledge and skills of their staff (professors and students) as well as the valuable technology that they will possess. Besides, KTUs will enhance participation of the universities in international projects and programmes, detection and valorisation of research results, creating strategic relationships with industry, liaisons and relations with potential sponsors.

KTUs will be equipped with rapid prototyping technology (RPT) that has lately become a necessary instrument for technical and engineering sciences, medicine, urban planning etc. However, most of the companies in Ukraine lack financial means to purchase and operate such technology (for example, MOTORSICH corporation – Ukrainian largest producer of aircraft and helicopter engines for former USSR countries – has only one RPT machine in its design bureau). The placement of RPT at universities will enable its usage by interested companies and will also allow practice oriented education of the graduates. This approach should enable capacity building and creation of sustainable networks between universities and companies, involving prospective MSc /PhD students in the implementation of the real R&D tasks provided by companies.

This project is thus in line with the national and institutions' strategies directly responding to the Ukrainian needs for the establishment and strengthening of the link between the HEI and economy. It will create synergies with already existing – completed and running – (Tempus) projects from this field (e.g. UNI4INNO) and it will aim at following target groups:

- universities: future graduates, academic staff and management, who will gain -> practical and comprehensive knowledge, long-term and institutionalized cooperation with the industry and other national and international HEIs, better commercialization of research and better graduate mobility and employability
- companies and organizations who will gain -> access to innovative ideas and approaches, access to new and valuable technology, cooperation with graduates/future professionals as well as university staff, influence on the development of the university curricula and activities
- society will gain -> more developed SME sector, decrease of unemployment, society based on knowledge and innovation.

E.2 Quality of the partnership*

Explain why the selected partners are best suited to participate in the project. Please describe the skills, relevant expertise and competences within the consortium directly relating them to the planned project activities and how they complement each other for the project's purpose. If applicable, make clear reference to any partner that has not benefited under Tempus IV or had a limited participation in the Tempus programme during previous calls for proposals. Explain how the tasks are distributed amongst the partners and how project "ownership" is ensured. Describe how the networking and communication amongst partners is envisaged during the project's lifetime. (Max. 6000 characters)

PCUs were included in the Consortium based on their development strategies which fitted very well in the goal of this project. In order to develop national cooperation and to reach a higher degree of project dissemination, PCUs were selected from different regions (Eastern, Central-Northern, Western and Southern). Moreover Consortium partners are mixed in terms of the extent of their experience with Tempus project with some have notable experience and the others



Tempus

Form version : 1.3.1 EN Adobe Reader version : 10.103

less or none (BME, ISTU, , SIBUABNBU, KSMA, DSTU) which creates a good balance.

The leading roles of the WPs are distributed among EU & UA partners, which will allow mutual capacity building & will provide a bigger incentive & motivation for partners to fully commit to the project. Most of the DEV WPs are assigned to EU partners, whereas DISS and EXPL fall into responsibility of the UA partners. WUS is in charge of the quality control & MNGT naturally falls within the responsibility of the Contractor.

FH Joanneum (FHJ) brings in extensive experience in the area of research, innovation, & technology transfer (TT). As Uni of Applied Sciences it focuses on the transfer of innovation of their applied research projects. FHJ has departments of scientific fields, of which each has an own transfer centre. They are non-profit research & development units which need to be self-financed. Thus, FHJ can bring in experience on the placement, setting up & strategy development of knowledge transfer units. Besides, it can bring in good practices on how to establish self-financed research units, how to build research networks, how to generate innovation and knowledge and how to protect intellectual property rights on a sustainable basis. FHJ is experienced in developing hands-on methodologies which are in line with European standards & providing hands-on trainings workshops.

University of Girona (UdG) contributes to this Consortium primarily through their "Centre Easy" that has extensive experience related to the TT projects in Spain & abroad. This center through its possession of the label "Tecnio" is supported by the regional government of Catalonia & has a large network of companies. It is supported entirely from the TT and can contribute to this project with their best practice examples & knowledge transfer from the people currently involved in different projects. This institution has proximity to public institutions in charge of competitiveness & international promotion of companies, it has extensive experience in business plan development, creation of spin-offs & start-ups in Spain as well as in the innovation management.

Royal Institute of Technology (KTH) is the largest Swedish technical university responsible for one-third of Sweden's capacity for engineering studies & technical research at post-secondary level. It is one of the leaders in the area of innovation and TT, as it is evident in the CV of its key staff. KTH also offers programmes designed for companies with common business logic, which combine practical case studies from the business world with theory from the academic world & they are designed for executives in consulting type of businesses, e.g. architecture & construction, engineering & information technology as well as advertising, auditing and law. They are THE example of successful development of cooperation between HEI and industry, as well as in the area of TT and innovation, which makes them one of the key partners in this Consortium.

Particular capacity and expertise of the Budapest University of Technology and Economics (BME) lies in the area of internal TT and network development, identification, protection & utilisation of IP (rules & processes, maintenance & business models, marketing, spin-off creating etc), as well as technology innovation & business development. The BME's experience in the development of the TT framework, creating of portfolio of services, creation of university spin offs & start ups, as well as investments from venture & private capitals and licence agreements will be of major importance for this project, since it addresses precisely the activities which are to be undertaken within this initiative. As Central European university this partner can bring in yet another insight than the other EU partners coming from other regions & from different systems.

World University Service (WUS) Austria has extensive experience in curriculum development and also in TT. It implements projects and offers consulting services in the area of HE and it cooperates with several partners in Ukraine. Its particular contribution to this project will lie in the adaptation of the EU models to the local conditions and in the development of the competence based curricula after the successful identification of the relevant skills and competences. WUS is the perfect partner to identify the similarities and differences between the EU and Ukrainian partners and to convert them into instruments.

Transcarpathian Chamber of Commerce, Association of Small Enterprises of Ukraine and Center of Innovative Engineering Technologies are very important partners in this Consortium. They will especially contribute by informing on private sector needs, promoting university research and innovation activities & facilitating the cooperation between HEI and SMEs. UA Institute for Scientific, Technical and Economic Information is very relevant in the area of awareness raising and dissemination, since that is their core activity. Direct influence from the industry will be assured through

Submission number:

544031-TEMPUS-1-2013-1-AT-TEMPUS-JPHES

<http://eacea.ec.europa.eu>

Page 104 of 194



participation of the Dnepropetrovsk Aggregate Plant.

The whole project will be supported by the Ministry of Education and Science, as well as the UA Student Association. These partners will be the crucial factor for quality, sustainability & institutionalization of the project results and their dissemination. Ministry will offer experts' inputs for shaping & steering the project, but will also directly profit from the capacity building measures.

E.3 The project's content and methodology*

Having identified the problems and needs under point E.1, please describe the project as a whole, addressing as appropriate the following points:

- *academic / training content*
- *pedagogical approach*
- *involvement of academics, students and stakeholders at large*
- *activities leading to the expected outcomes, being consistent with the wider and specific objectives*
- *quality assurance processes*

The description must indicate the working methodologies and processes to be used with a clear monitoring and management plan including measures for conflict resolution.

Make sure that the information in this section is consistent with the project Logical Framework Matrix. (Max. 12000 characters)

The project focuses on all three areas of the university's action –research, technology transfer and teaching, with an overall objective of developing the cooperation between the enterprises and the HEI and consequently improving the employability of the graduates in Ukraine. The project focuses on creating interdisciplinarity between the areas of engineering and business administration.

The project is based on the development and functioning of the Knowledge Transfer Unites (KTUs) at each of the involved PCUs that will be the meeting point for the entrepreneurs and students. The main milestones are:

KTU ESTABLISHMENT - These units will be established within already existing centers at all 6 PCUs (e.g. TTO, Centre of e-commerce and banking innovations, International innovation office), of which one was established in scope of a Tempus project (UNI4INNO). In that way we will first of all avoid additional administrative issues and possible problems and enable them to start with their work in the early stage of the project and build other activities on their work. On the other hand, by placing these units within the existing centers we will build synergies between the projects and allow very valuable exchange of experiences and knowledge between them. This is a very important issue and this project will be using the basis already created within the Tempus project UNI4INNO at which KhAI was involved - the relevant strategies have been developed on the university level and this project will go one step further and will develop instruments which will lead to the implementation of those strategies. This is thus the further, more operative level which will contribute to the sustainability of the previous project and further development of the R&D activities. Furthermore, this initiative will also be a mode to test the developed strategies and make recommendations for their improvement. (WP1)

KTU CAPACITY BUILDING - At least one person will be recruited at each KTU and the staff will get extensive training on 3 different models of university – economy cooperation during 3 study visits at partner universities in Girona (ES), Budapest (Hungary) and Stockholm (Sweden). They will always be accompanied by a colleague from PCU, assuring that the university staff is always directly involved in the project and that they will also be able to train their colleagues and extensively contribute to the dissemination of the project outcomes. (WP2)

METHODOLOGY DEVELOPMENT - Right at the beginning of the project a strategy for each KTU will be developed by the

Submission number:

544031-TEMPUS-1-2013-1-AT-TEMPUS-JPHES





joint efforts of the EU partners and PCUs. EU universities will analyse and present their methods, tools and best practices and the PCUs will analyse the situation in their country with regard to the knowledge transfer and commercialization of research. It is planned that WUS, due to its experience in this area, acts in this stage as a bridge between one and the other in order to adapt the EU models to the local conditions and needs.

We identified rapid prototyping technology (RPT) as the best connecting point between the universities, the R&D sector and the SME. This technology has ever more growing application in technical and engineering sciences, medicine, urban planning, art etc. That is why it is very important for the students of technical universities to get familiar with this technology, since they will need these skills in their future work. On the other hand SMEs need this technology to create real objects from their models within very short time by using RPT in order to see if they are as good as they should be before going into massive production (or in the urban planning, for example, to see the effect of a certain object on the surrounding environment). This type of technology is very expensive for an SME to own and besides they normally do not have required skills to operate this technology. That is why this equipment should be placed at the university for students and researchers to work on it and develop further methods of using it. It is then the perfect opportunity for the development of the cooperation between the universities and the enterprises. That is why it has been decided that equipment for the development of the prototypes and their visualization in 3D should be purchased within this project and installed universities.

Students of the economics/ business administration can be involved in such projects by developing marketing strategies for this type of technology. Furthermore their knowledge will be used within the KTUs not just with regard to the RPT, but also in the general area of consulting (making business plans, commercialization, spin offs and start ups etc.). That is why it has been decided to create a consortium with 3 HEI that focus on technical/ engineering sciences and 3 with the focus on economics/ business administration. The expertise of the EU partner universities also lies in both areas and they can give best practice examples on how to make the proposed kind of cooperation between HEIs and SMEs work. (WP1)

PILOT PROJECTS - After all organizational and formal matters regarding the establishment of such a unit have been conducted (placement, staff recruited and trained, equipment installed, strategy and business plan developed and first portfolio of services created), which will last approximately one year, a call will be launched by the KTUs for companies to submit their projects and ideas that will be implemented at the KTUs by their staff, university researchers and most importantly by students. Especially Transcarpathian Chamber of Commerce, Association of Small Enterprises of Ukraine and Ukrainian Institute for Scientific, Technical and Economic Information will play major roles in the promotion of this call among the SMEs and in giving them additional information about the project and the benefits that they can gain from it. That should contribute to the increased number of applications and will assure the concrete and active involvement of the private sector and the industry in the project and future KTU's activities.

After the companies' projects have been selected (at least one per KTU), they will be implemented starting from the second quarter of the second year and lasting until the end of this project. In the last quarter of the second year of project implementation, the provided services and tools of each KTU will be evaluated by the peers from the partner EU institutions and recommendations for improvement will be given. Finally, a portfolio of the tools and services of each KTU will be published at the end of the second year, which will be promoted to the stakeholders at the conference. (WP 3)

In order to assure the proposed flow of inputs from the research and technology transfer into teaching, inputs gained from the experience of the work on the pilot projects will be given by the KTU staff on how to develop and modernize curricula modules to make them more practice and labour market oriented. In order to achieve that we will establish (permanent) cooperation between the KTU staff and the curriculum offices that are in charge of the modernization and development of the curriculum. This cooperation will be developed with the already existing university offices/ departments (units for learning and methodics) that are placed between the Rectorate and the specific departments at which the courses are being introduced and implemented. (WP4).

Also in this regard we have decided to use the diversity of our consortium and develop joint interdisciplinary modules. This will be achieved based on the cooperation of the PCUs from the economics and technical field. The cooperation will be developed between National Aerospace University, Kharkov and Ukrainian Academy of Banking, between





International Scientific and Technical University and Khmelnytsky National University and between Dniprodzerzhynsk State Technical University and Kiev State Maritime Academy. One important goal of this project is also national cooperation which is sometimes less developed than international. We have decided to respond to this problem by implementing guest lecturing between the national partner institutions. (WP4)

One part of the joint module will concern topics related to both technical and business perspective of RPT, while the other part will be field specific (RPT and engineering; RPT and business). The joint part of the module will be organised in the same way at the partner institutions and it will be jointly developed by the partner universities. The implementation of the courses will take place in the last year of the project implementation (2 semesters). (WP4)

Since this consortium has EU partner institutions that have long tradition in technology transfer in both fields of study (engineering and business), twinning will be created between the PCUs and the EU universities. Therefore all through the phase of the pilot projects' implementation and the analysis, development and evaluation (peer review) of the modules (WPs 3 and 4), PCUs will be attended and consulted by their twinning EU partners (1 EU university will consult 2 cooperating PCUs). This cooperation will also include on site visits of each KTU by their EU partners beginning from the second year of the project implementation and even guest lectures can be organised, if needed. In this way stronger relationships will be developed between the EU institutions and the PCUs and better transfer of knowledge will be assured. This will be of great importance for the future cooperation as well. (WP4)

QUALITY ASSURANCE will be assured through the implementation of various measures in different stages of the project realization. EU institutions will especially be in charge of QA through constant feedback and by evaluating implemented services and developed modules (peer reviews). A specific QA plan and mechanisms will be developed at kick off meeting with support of all partners. The management plan of the project will be constantly adapted in relation to the developments during the project implementation and the feedback received from partners and the stakeholders. It will be made sure that the proposed models and strategies are indeed implementable in local countries. The work of the KTU staff will be evaluated based on reports and on sight visits. In the phase of the implementation of the modules, student evaluations will especially be taken into consideration and strategies for the fine tuning of the modules and the KTUs' strategies will be developed. (WP5)

WELL PLANNED MANAGEMENT - The overall management of the project will be conducted by FHJ that has long term experience in managing (Tempus) projects. Successful communication between such large group of partners will be ensured by the use of specific tools, such as Internal Communication Platform (e.g. BSCW). This project Internal Communication Platform will include a file storage tool and will be used as a safe and secure archive of all project documents and as system which makes all relevant information available and project procedures transparent.

Consortium will meet 4 times during the project implementation to decide by consensus on the next activities, financial issues and other matters. Monitoring and mentoring/twinning activities will contribute to the development of close relationship among partners, which is of great importance for good cooperation and smooth implementation of activities (WP8)

E.4 Dissemination and sustainability*

Explain how the planned dissemination and exploitation activities will ensure optimal use of the results during and beyond the lifetime of the project. Make clear the potential in the project for tangible impact and multiplier effects. Please list the outcomes that you consider sustainable and describe the strategy to ensure their long lasting use beyond the project's life (financially, institutionally and at policy level). (Max. 4000 characters)

Work packages 6 and 7 specify precise outcomes planned in the area of dissemination and sustainability and they will be led by the local partners.



DISSEMINATION strategy is based on using printed materials & publications, Internet, trainings, public media & public conferences for reaching specific and wider target audience, depending on the contents of dissemination.

Based on good experiences from the previous projects & lessons learned dissemination strategy has been developed & activities divided among all Consortium partners, so that it will have widest and most effective reach – through Ministries, Companies, Students union, PCUs and EU partners as well. In order to disseminate the results of the project two public conferences will be organised in two cities in the last year of the project implementation & they will gather all Consortium partners as well as local stakeholders. These conferences will be used to (1) present the KTU activities & services to the broader community, (2) to attract new projects & (3) to gain valuable insights which will contribute to the improvement of the KTU activities.

Social networks (LinkedIn, Facebook) will be used to promote the units & to create platform for their exchange.

Dissemination and sustainability are largely interconnected, because certain dissemination activities lead to the sustainability of the project and that is why they will be jointly described in the next part.

The project website will lead to separate websites of each KTU which will allow them to translate it in the local language & offer their tools and services, as well as to publish their projects. Additionally, each KTU will have their data base in which they can store their contacts and contracts & through which they can conduct the billing. In this way all information will be preserved in case of changes in the KTU staff. Contracts with the companies will assure the KTUs' long-term functioning.

KEY SUSTAINABILITY FACTORS are

- Further existence of KTUs, networks, promotion mechanisms (e.g. web site) through: location at universities (no extra costs and readiness to take over extra costs), enabling KTUs to become operatively and financially self-sustainable through own projects with companies; development of activity and business plan within the project.
- Generating an internal revenue model for each KTU (different possibilities will be stated in WP6)
- Results of pilot projects: knowledge, employability, curricula, networks – through quality of their establishment and implementation, esp. with regard to usage of project methodologies, quality of gained knowledge, need for curricula update and their integration into the universities' curricula.
- Methods and tools of cooperation and regular curriculum adaptation based on real needs, based on surveys among stakeholders (students, management, professors, alumni). No additional financial funds will have to be assured for this activity, since it will fall under obligation of the already existing curriculum development offices (which will cooperate with the KTU staff).
- Promotion of KTU activities and instruments – through involvement of main stakeholders, esp. company associations and Ministries; a possibility to organize additional trainings for awareness rising is given within the project to make sure that information about the new curricula modules and the KTU's activities is being properly promoted among the large student community.

The capacities will be built during the project and the curriculum modules will be integrated in the curriculum on the syllabus level (no accreditation needed) which will assure the sustainability of the project.

The key factors of sustainability are continuous support from the uni & company management, readiness to accept change and recognizing full potential of cooperation with KTU, which have all been considered in the project methodology, as well as development of adequate internal revenue model and good biz plan.

Submission number:

544031-TEMPUS-1-2013-1-AT-TEMPUS-JPHES



E.5 Budget and cost effectiveness*

Describe the strategy adopted to ensure that the proposed results and objectives will be achieved in the most economical way. Explain the principles of budget allocation amongst partners. Indicate the arrangements adopted for financial management. (Max. 2000 Characters)

The cost effectiveness will be secured by various measures:

Budget allocation among partners is based on clear division of tasks and subtasks within WPs. Smaller supporting activities are often not budgeted separately, but integrated in the main activities of the partners, using all synergy potentials

Staff

- Only ISCO 2 and ISCO 4 are budgeted (no ISCO 1). Reasons: Involved high management involved in the project is not budgeted, since their positions are already fully covered without project funds (e.g. Rector).
- Staff costs are budgeted based on task performed and not status of the person
- Nr. of staff days is rather low, but not underestimated, due to involvement of highly qualified staff to reduce the overall workload.
- Very few working days are budgeted for the preparation, design & layout of diss. materials

Travel Costs

- Events are put together to save travel costs: All meetings (kick-off and consortium) are connected with workshops/trainings saving travel and staff costs
- The estimation of travel costs are realistic and based on experiences from previous projects

Equipment, printing costs and other costs

- Equipment estimated at "acceptable" prices and tender procedure/offers will focus at best value for money (tendering).
 - Equipment will pass into the property of the PCUs and can be used by all involved faculties and beyond for any study programs in need of such equipment.
 - KTU will be of service to entire university, not only members and students of the participating faculties.
 - Websites and database will be developed in partner countries at much lower costs than they would be in EU.
 - Interpreter costs have been budgeted for all project meetings, because from experience partners express themselves more freely & are more active when speaking in their language. Having the majority of partners from UA, we think that allowing them to speak in Ukrainian would contribute to better achievement of the project results, which supersedes interp. costs
-

3. LOGICAL FRAMEWORK MATRIX – LFM

<p>Wider Objective: <i>What is the overall broader objective, to which the project will contribute?</i></p> <ul style="list-style-type: none"> To strengthen the PCUs in a way that will allow them to fulfil their central role as innovators in their national economies and to become a respected partner of the enterprises, in order for them to meet European and international standards both in research and teaching. 	<p>Indicators of progress: <i>What are the key indicators related to the wider objective?</i></p> <ul style="list-style-type: none"> Full compliance of the project with the Tempus specific objectives, as well as with the Lisbon Convention and Bologna process. Establishment of the Knowledge Transfer Units (KTUs) which guide and support PCU's cooperation with enterprises and curriculum modernisation Increased PCU – EU cooperation 	<p>How indicators will be measured: <i>What are the sources of information on these indicators?</i></p> <ul style="list-style-type: none"> Visible functioning of the KTUs and statistics on the interest of the stakeholders (university staff, students, enterprises) in their offers and work Number of the projects conducted by the PCUs in cooperation with the enterprises Number of conducted study visits in the EU and trainings held by the EU experts Signed partnership agreements between the universities and organisations Number of newly developed and modernised curricula modules 	<p>Assumptions & risks: <i>What are the factors and conditions not under the direct control of the project, which are necessary to achieve these objectives? What risks have to be considered?</i></p> <ul style="list-style-type: none"> General acceptance of the project and readiness to accept change by the local political and academic community Constant commitment of the PCUs' management and staff Interest of the regional and national enterprises to cooperate with the PCUs and the KTUs Commitment of the PCUs' staff to support the new curricula modules and the cooperation with the EU institutions
<p>Specific Project Objective/s: <i>What are the specific objectives, which the project shall achieve?</i></p> <ul style="list-style-type: none"> To establish and equip in the first half of the project implementation 6 Knowledge Transfer Units (KTUs) at all PCUs that will serve both as technology transfer units and sources of inputs for the development of the interdisciplinary curricula modules Modernisation and development of the curricula through the modification of the existing/ development of new practice oriented interdisciplinary modules and their implementation at the PCUs in the second half of the project, as a result of the KTUs' activity 	<p>Indicators of progress: <i>What are the quantitative and qualitative indicators showing whether and to what extent the project's specific objectives are achieved?</i></p> <ul style="list-style-type: none"> Established 6 KTUs within the existing structures/centres of the PCUs Recruited/contracted min. 6 KTU managers, conducted 3 workshops and 3 trainings at the EU institutions Increased knowledge transfer between the PCUs and the enterprises through the KTUs Implementation of the KTUs recommendations regarding the modernisation of the curricula by the curriculum offices Modernised and newly developed 15 curricula modules 	<p>How indicators will be measured: <i>What are the sources of information that exist and can be collected? What are the methods required to get this information?</i></p> <ul style="list-style-type: none"> Project reports, organisational chart of the PCUs, staff contracts Action and business plans of the KTUs Reports and feedbacks on the conducted workshops and trainings Lists of the participants at the workshops and trainings conducted at the KTUs Number of projects conducted at the KTUs in cooperation with the enterprises Written recommendations on the improvement of the curricula, reports Embedment of the new modules in the curriculum 	<p>Assumptions & risks: <i>What external factors and conditions must be realised to obtain the expected outcomes and results on schedule?</i></p> <ul style="list-style-type: none"> Readiness of the stakeholders (university management and staff, business and
<p>Outputs (tangible) and Outcomes (intangible): <i>Please provide the list of concrete DELIVERABLES - outputs/outcomes (grouped in Workpackages), leading to the specific objective/s:</i></p> <ul style="list-style-type: none"> (DEV) 1. Establish 6 Knowledge 	<p>Indicators of progress: <i>What are the indicators to measure whether and to what extent the project achieves the envisaged results and effects?</i></p> <ul style="list-style-type: none"> 1. Knowledge Transfer Unit is established within the existing university structure at 3 	<p>How indicators will be measured: <i>What are the sources of information on these indicators?</i></p> <ul style="list-style-type: none"> 1. Analysis reports – requirements for equipment and job profile of the KTU managers; physical establishment of the 6 	<p>Assumptions & risks: <i>What external factors and conditions must be realised to obtain the expected outcomes and results on schedule?</i></p> <ul style="list-style-type: none"> Readiness of the stakeholders (university management and staff, business and

<p>Transfer Units (KTUs) and develop strategies for them</p> <ol style="list-style-type: none"> 1.1. KTU strategy developed 1.2. KTUs established at the universities 1.3. KTUs equipped 1.4. KTU staff recruited • (DEV) 2. Build capacities and assure knowledge transfer at all the 6 KTUs 2.1. KTU staff trained 2.2. KTU's business plan developed and activities defined • (DEV) 3. Set up pilot projects at each KTU and develop appropriate services and tools 3.1. Developed and published KTU portfolio of services 3.2. Pilot projects implemented at the KTUs • (DEV) 4. Develop/modernise and implement interdisciplinary curricula modules in the areas of technical/engineering and business administration sciences 4.1. Interdisciplinary modules developed and implemented 4.2. Increased national cooperation through guest lecturing between the national partner institutions • (QLPN) 5. Conduct quality control and monitoring of the project 5.1. Reports produced and project plan adapted 5.2. Monitoring report produced and feedback given to the KTU staff 5.3. Modules and trainings adapted • (EXP) 6. Ensure sustainability of the project outcomes 6.1. Financial plan for sustainability developed and adopted 6.2. Local stakeholders outside of the partnership got involved in project-related 	<p>business administration/economics and 3 technical higher education institutions within the first 6 months of the project implementation and the strategy for their functioning is developed; KTUs are equipped with basic equipment (laptops, fax machines etc.) and additionally the the selected technology (rapid prototyping); min. 6 KTU managers are contracted/recruited</p> <ol style="list-style-type: none"> • 2. KTU managers are trained at each of the 6 units and the mid-term business plans and activity forecasts are developed at each of them • 3. Specific tools and services are developed at each KTU, they are implemented on selected projects and the provided services are evaluated • 4. 2-4 new and modified interdisciplinary curricula modules are developed at each PCU and evaluated; pilot modules are implemented • 5. All project activities, as well as the KTU work and curricula modules are regularly monitored and evaluated • 6. KTUs are fully functional; reimbursement of the KTU staff is taken over by the PCUs; new and modernised modules are embedded in the curriculum • 7. Academic, business and political community is informed about the project • 8. Meetings are held as scheduled and reports are submitted to the EU 	<p>KTUs at the existing institutes or centres at each PCU; equipment contracts; minutes of the meetings;</p> <ol style="list-style-type: none"> • 2. Staff contacts; agendas and reports on the study visits and trainings; reports from the on-sight visits including recommendations; business plan and activity forecast of the KTUs • 3. Minutes from the workshops; reports from the study visits; documentation on the received project requests from the enterprises and the list of the selected projects; evaluations templates and reports; information and material on the KTU services and tools • 4. Reports on the current curriculum analysis; KTUs' recommendations for the curriculum development; minutes from the meetings and workshops; module syllabi; peer reviews • 5. Evaluation and monitoring reports • 6. Curricula; KTUs' websites; staff contracts; organisational documentation of the KTUs • 7. Website statistics; number and range of the distributed printed materials; reports on the meeting with the relevant stakeholder and on the trainings conducted outside the PCUs; media coverage • 8. Minutes of the consortium meetings; EU reports 	<p>political stakeholders) to accept and support the development of the new units at the universities</p> <ul style="list-style-type: none"> • Qualified and motivated persons to apply for the position of KTU managers • Acceptance of the EU experts' trainings and recommendations by the local universities' management and staff • Enterprises' interest in the KTUs' services and tools and their willingness to participate in the joint projects • Willingness of the university management to cooperate with the KTU managers on the matters of curricula development • Commitment of the PCUs' staff to the reforms of the curricula • Interest of the students in the modified and newly developed curricula modules • Readiness of the PCUs' and of the local authorities to take over the costs of the KTUs after the end of the project • Interest of the stakeholders in the KTUs' services and the sustainable support of their activities
---	--	--	---

<p>activities</p> <p>6.3. Tools developed and processes defined for the curriculum modernisation</p> <ul style="list-style-type: none"> • (DISS) 7. Disseminate the project results to all stakeholders <p>7.1. Project's printed material created and distributed</p> <p>7.2. Websites for each KTU created and constantly updated</p> <p>7.3. Additional staff at the PCUs trained</p> <p>7.4. Interest of the stakeholders for the project increased and relevant inputs gained from the panellists</p> <ul style="list-style-type: none"> • (MNGT) 8. Conduct project management <p>8.1. Activities conducted according to the plan and reports approved by the EC</p> <p>8.2. Financial reports approved by the EC</p>			
<p>Activities:</p> <p><i>What are the key activities to be carried out (grouped in Workpackages) and in what sequence in order to produce the expected results?</i></p> <ul style="list-style-type: none"> • 1.1.1. Compiling of existing methodologies and examples at the EU institutions and developing of the portfolio of tools and services • 1.1.2. Compiling of existing methodologies and examples in Ukraine (if existing) • 1.1.3. Kick-off meeting at FHJ • 1.1.4. Analysis and synthesis of the data and the strategy development for the KTU • 1.2.1. Physical placement of the KTUs at the existing centres/institutes at the PCUs • 1.3.1. Definition of the organisational and equipment requirements for the KTUs • 1.3.2. Purchase and installation of the equipment • 1.4.1. Definition of the staff requirements and contracting/ recruitment of the KTU 	<p>Inputs:</p> <p><i>What inputs are required to implement these activities, e.g. staff time, equipment, mobilities, publications etc.?</i></p> <p>WP1:</p> <ul style="list-style-type: none"> • Staff time: 319 days • Equipment for KTU offices (computers, fax, printers, projectors, 3D printers), computer labs and literature • Travel and costs of stay: 37 mobilities • Interpreter costs (kick-off meeting) <p>WP2:</p> <ul style="list-style-type: none"> • Staff time: 345 days • Travel and costs of stay: 34 mobilities • Interpreter costs (project meeting) <p>WP3:</p> <ul style="list-style-type: none"> • Staff time: 359 days • Travel and costs of stay: 27 mobilities • Publication of KTUs portfolios of tools and services • Translation services (publication) • Interpreter costs (project meeting) 		<p>Assumptions, risks and pre-conditions:</p> <p><i>What pre-conditions are required before the project starts? What conditions outside the project's direct control have to be present for the implementation of the planned activities?</i></p> <p>WPI:</p> <ul style="list-style-type: none"> • Availability of the data to conduct the analysis • Commitment of the stakeholders (university staff, private and public sector) to the project • Complicated tendering procedures • Expertise in procurement and installation of the equipment <p>WP2:</p> <ul style="list-style-type: none"> • Motivation and the expertise of the KTU staff • Willingness of the KTU staff and the other PCU staff to cooperate and work with the EU partners • Acceptance of the KTU staff and its activities within the PCUs and by the local

<p>staff</p> <ul style="list-style-type: none"> ● 2.1.1 Knowledge transfer through 2 study visits of the KTU staff to EU (UdG and BME) ● 2.1.2 Mentoring-Twinning on-site visits of each KTU (1 EU institution visits two cooperating PCUs) ● 2.2.1 Activity forecast and business plan for all KTUs ● 3.1.1. Development of services and tools for the KTU staff (with the focus on specific technology) – Study visit to Sweden ● 3.1.2 Evaluation of the KTUs' provided services and tools and recommendations for improvement ● 3.1.3 Development of the portfolio with tools and services for each KTU and its publication ● 3.2.1 Call launched for companies and selection of the projects to be implemented at each KTU ● 3.2.2 Implementation of at least 1 pilot project at each KTU ● 4.1.1 Analysis of the curricula of technical/ engineering and business admin. sciences ● 4.1.2 Development of the 2-4 joint interdisciplinary modules based on the KTU-PCU cooperation (Workshop in Austria) ● 4.1.3 Evaluation of the newly developed and modified modules (peer reviews - content and Bologna conformity) ● 4.1.4 Implementation of the pilot modules (including literature purchase, staff assignment etc.) 	<p>WP4:</p> <ul style="list-style-type: none"> ● Staff time: 471 days ● Travel and costs of stay: 26 mobilities ● Printing of teaching materials (scripts, readers, copies) for joint modules ● Translation services (curricula) ● Interpreter costs (project meeting) <p>WP5:</p> <ul style="list-style-type: none"> ● Staff time: 351 days ● Travel and costs of stay: 6 mobilities <p>WP6:</p> <ul style="list-style-type: none"> ● Staff time: 208 days ● Development and maintenance of KTUs databases ● Translation services (database) <p>WP7:</p> <ul style="list-style-type: none"> ● Staff time: 308 days ● Travel and costs of stay: 59 mobilities ● Printing of flyers, posters and brochures ● Publishing of project website ● Interpreter services (final conference) <p>WP8:</p> <ul style="list-style-type: none"> ● Staff time: 351 days ● Travel and costs of stay: 6 mobilities ● Bank charges ● External financial audit ● External evaluation 	<p>companies</p> <p>WP3:</p> <ul style="list-style-type: none"> ● Expertise and commitment of the KTU staff to develop and implement appropriate tools and services for the university staff and companies ● Interest of the local companies to apply for the call ● Engagement of the KTU staff in the implementation of the recommendations and in the development of the service-portfolio <p>WP4:</p> <ul style="list-style-type: none"> ● Good cooperation between the HEI on the national level in the process of the development of the interdisciplinary joint modules ● Motivation and commitment of the PCU staff to the curriculum modernisation ● Willingness of the curriculum development officers to cooperate with the KTU managers on the curriculum development and modernisation ● Interest of the students in the new technology and in the new/modernised modules ● Interest of the private sector in the applied teaching and research <p>WP5:</p> <ul style="list-style-type: none"> ● Availability of the needed data ● Transparency in the reporting ● Cooperation of the KTU staff ● Expertise of the PCU staff in the adaptation of the modules in the curriculum <p>WP6:</p> <ul style="list-style-type: none"> ● Acceptance of the KTUs in the PCUs' organisational structure ● Available space and financial means for the KTUs and its staff
---	---	---

<ul style="list-style-type: none"> • 4.2.1 National exchange between the twinning PCUs' staff through guest lecturing (technical-business admin.) • 5.1.1 Quality control and monitoring of project implementation and management plan of the project • 5.2.1 Quality control and monitoring of the KTUs and their staff • 5.3.1 Quality control and fine tuning of the modules and trainings • 6.1.1 Planning financial sustainability of the KTUs' – take over of the costs by the PCUs for KTU staff, equipment and website maintenance • 6.2.1 Sustainability through project dissemination and networking • 6.3.1 Development of tools and processes for the continuous modernisation of the curriculum • 7.1.1 Dissemination through printed material • 7.2.1 Dissemination through different websites (KTUs', partner institutions' etc.) • 7.3.1 Dissemination through multiplication (train the trainers) • 7.4.1 Dissemination through events and other activities • 8.1.1 Day-to-day project management • 8.2.1 Financial management and controlling 		<ul style="list-style-type: none"> • Willingness of the curriculum development offices to continue their cooperation with the KTUs • Willingness of the PCU staff to continue with the curriculum modernisation and development with the focus on applied research and technology transfer • Interest of the private sector in the specific technology (rapid prototyping) and in the cooperation with the universities on the technology transfer • Support of the relevant governmental institutions <p>WP7:</p> <ul style="list-style-type: none"> • Interest of the other academic community (from and outside of the PCUs) for the project and its outcomes • Expertise of the KTU staff in training • Interest of the broader community in the project results • Interest of the national and regional media <p>WP8:</p> <ul style="list-style-type: none"> • Legal framework in partner countries
--	--	---

ANNEX II

Estimated budget of the action

PROJECT COSTS

		EUR
I	STAFF COSTS	324.421,20
II	TRAVEL COSTS AND COSTS OF STAY	179.323,20
III	EQUIPMENT	244.800,00
IV	PRINTING AND PUBLISHING	36.720,00
V	OTHER COSTS	63.400,00
ELIGIBLE DIRECT COSTS (total I – V)		848.664,40
VI	INDIRECT COSTS	59.406,51
TOTAL ELIGIBLE COSTS (total I – VI)		908.070,91

PROJECT FINANCE	EUR
Tempus grant: includes financing to a maximum of 90% of the total eligible costs (from the EU)	817.263,73
Co-financing: at least 10% of the total eligible costs (from the partnership's own resources)	90.807,18
TOTAL PROJECT FINANCE	908.070,91

ANNEX III

MANDATES

**conferring powers of attorney from the
co-beneficiaries to the co-ordinator**

Project Reference Number: [REDACTED]

Annex III

Mandate

I, the undersigned,

Bykovets Vyacheslav Mikhaylovitch,

representing,

The Union of the Entrepreneurs of Small, Medium-sized and Privatized Enterprises of Ukraine

Gromadska organizatsiyaⁱ

[official registration No]ⁱⁱ

[01601, Kyiv, Vorovskogo str., 22, of.37]

VAT number:

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement [**Knowledge Transfer Unit - From Applied Research and Technology-Entrepreneurial Know-How Exchange to Development of Interdisciplinary Curricula Modules (KTU)**] (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

1. Mandate

FH JOANNEUM Gesellschaft mit beschränkter Haftung - FH JOANNEUM
limited liability companyⁱⁱⁱ

125888f^{iv}

Alte Poststraße 149

8020 Graz - Austria

VAT number: ATU42301001

represented by Univ. Prof. DI Dr. Karl P. Pfeiffer, Rector and Managing Director and Dr. Günter Riegler, Managing Director

(Hereinafter referred to as "the coordinator")

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

11

12

13

14

Project Reference Number: [REDACTED]

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

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

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

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

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

SIGNATURE

[General Director Vyacheslav Bykovets]

[Signature and stamp]



Done at [Kyiv], [18/03/2013]

In triplicate in English

ⁱ To be deleted or filled in according to the "Legal Entity" form

ⁱⁱ To be deleted or filled in according to the "Legal Entity" form

ⁱⁱⁱ To be deleted or filled in according to the "Legal Entity" form

^{iv} To be deleted or filled in according to the "Legal Entity" form

11

12

13

14

Project Reference Number:

Annex III

Mandate

I, the undersigned,

Dr. Gábor Péceli, rector,

representing,

[Budapest University of Technology and Economics] *[BME]*
[public university]ⁱ
[FI23344]ⁱⁱ
[Műegyetem rkp. 3-9. H-1111 Budapest, Hungary]
VAT number: HU 15308799

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement [Knowledge Transfer Unit - From Applied Research and Technology-Entrepreneurial Know-How Exchange to Development of Interdisciplinary Curricula Modules (KTU)] (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

1. Mandate

FH JOANNEUM Gesellschaft mit beschränkter Haftung - FH JOANNEUM
limited liability companyⁱⁱⁱ
125888f^{iv}
Alte Poststraße 149
8020 Graz - Austria
VAT number: ATU42301001

represented by Univ. Prof. DI Dr. Karl P. Pfeiffer, Rector and Managing Director and Dr. Günter Riegler, Managing Director

(Hereinafter referred to as "the coordinator")

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

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

Project Reference Number:

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

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

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

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

SIGNATURE


[Dr. Gábor Péceli, rector]



[Signature and stamp]

Done at [Budapest], [13.03.2013.]

In triplicate in English

ⁱ To be deleted or filled in according to the "Legal Entity" form

ⁱⁱ To be deleted or filled in according to the "Legal Entity" form

ⁱⁱⁱ To be deleted or filled in according to the "Legal Entity" form

^{iv} To be deleted or filled in according to the "Legal Entity" form

Project Reference Number:

Annex III

Mandate

I, the undersigned,

Sergii Marcovych, Director,

representing,

"Center for Innovative Engineering Technologies" Ltd [INNOTECH]
Private Companyⁱ
37366345ⁱⁱ
Svobody Sq., 7, Kharkov, 61041, Ukraine
VAT number: 100312961

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement [**Knowledge Transfer Unit - From Applied Research and Technology-Entrepreneurial Know-How Exchange to Development of Interdisciplinary Curricula Modules (KTU)**] (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

1. Mandate

FH JOANNEUM Gesellschaft mit beschränkter Haftung - FH JOANNEUM
limited liability companyⁱⁱⁱ
125888f^{iv}
Alte Poststraße 149
8020 Graz - Austria
VAT number: ATU42301001

represented by Univ. Prof. DI Dr. Karl P. Pfeiffer, Rector and Managing Director and Dr. Günter Riegler, Managing Director

(Hereinafter referred to as "the coordinator")

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

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

Project Reference Number: [REDACTED]

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

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

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

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

SIGNATURE

Sergii Marcovych, Director



Done at [Kharkov], [15.03.2013]

In triplicate in English

ⁱ To be deleted or filled in according to the "Legal Entity" form

ⁱⁱ To be deleted or filled in according to the "Legal Entity" form

ⁱⁱⁱ To be deleted or filled in according to the "Legal Entity" form

^{iv} To be deleted or filled in according to the "Legal Entity" form

Project Reference Number:

Annex III Mandate

I, the undersigned,

Prof Oleksandr Korobóehka,

representing,

Dniprodzerzhinsk state technical university [DSTU]

[state organization]¹

[02070737]¹¹

[Dniprobudivska, 2

Dniprodzerzhinsk

Dnipropetrovsk region

Ukraine, 51918]

VAT number: 020707304735

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement [**Knowledge Transfer Unit - From Applied Research and Technology-Entrepreneurial Know-How Exchange to Development of Interdisciplinary Curricula Modules (KTU)**] (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

I, Mandatē

FH JOANNEUM Gesellschaft mit beschränkter Haftung - FH JOANNEUM

limited liability company¹²

1258881¹³

Alte Poststraße 149

8020 Graz - Austria

VAT number: ATU42301001

represented by Univ. Prof. DI Dr. Karl P. Pfeiffer, Rector and Managing Director and Dr. Günter Riegler, Managing Director

(Hereinafter referred to as "the coordinator")

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

Project Reference Number:

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

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

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

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

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

SIGNATURE

Rector Prof Oleksandr Korolanchuk



[Signature and stamp]

Done at Dniprodzerzhinsk state technical university , [6.03.2013]

In triplicate in English

To be deleted or filled in according to the "Legal Entity" form

To be deleted or filled in according to the "Legal Entity" form

To be deleted or filled in according to the "Legal Entity" form

To be deleted or filled in according to the "Legal Entity" form

Project Reference Number: [REDACTED]

Annex III

Mandate

I, the undersigned,

Andrey Yatsuba, Chief Engineer,

representing,

Dnepropetrovsk Aggregate Plant [DAP]

Public Joint Stock Companyⁱ

14311614ⁱⁱ

49052, Ukraine, Dnepropetrovsk, Schepkina Str., 53

VAT number: 100346481

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement [**Knowledge Transfer Unit - From Applied Research and Technology-Entrepreneurial Know-How Exchange to Development of Interdisciplinary Curricula Modules (KTU)**] (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

1. Mandate

FH JOANNEUM Gesellschaft mit beschränkter Haftung - FH JOANNEUM

limited liability companyⁱⁱⁱ

125888f^{iv}

Alte Poststraße 149

8020 Graz - Austria

VAT number: ATU42301001

represented by Univ. Prof. DI Dr. Karl P. Pfeiffer, Rector and Managing Director and Dr. Günter Riegler, Managing Director

(Hereinafter referred to as "the coordinator")

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

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

Project Reference Number: [REDACTED]

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

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

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

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

SIGNATURE

Andrey Yatsuba, First Deputy Chairman of the Board – Chief Engineer



Done at Dnepropetrovsk, 21.10.2013

In triplicate in English

ⁱ To be deleted or filled in according to the "Legal Entity" form

ⁱⁱ To be deleted or filled in according to the "Legal Entity" form

ⁱⁱⁱ To be deleted or filled in according to the "Legal Entity" form

^{iv} To be deleted or filled in according to the "Legal Entity" form

Project Reference Number:

Annex III

Mandate

I, the undersigned,

Prof. Vladislav Bugay, Rector,

representing,

International Scientific and Technical University [ISTU]

Private Higher Educational Institutionⁱ

19359117ⁱⁱ

Magnitogorskiy Lane, 3, Kiev, Ukraine 02660

VAT number: 200053907

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement [**Knowledge Transfer Unit - From Applied Research and Technology-Entrepreneurial Know-How Exchange to Development of Interdisciplinary Curricula Modules (KTU)**] (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

1. Mandate

FH JOANNEUM Gesellschaft mit beschränkter Haftung - FH JOANNEUM

limited liability companyⁱⁱⁱ

125888f^{iv}

Alte Poststraße 149

8020 Graz - Austria

VAT number: ATU42301001

represented by Univ. Prof. DI Dr. Karl P. Pfeiffer, Rector and Managing Director and Dr. Günter Riegler, Managing Director

(Hereinafter referred to as "the coordinator")

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

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

Project Reference Number:

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

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

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

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

SIGNATURE

Prof. Vladislav Bugay, Rector



Done at [Kiev], [06.03.2013]

In triplicate in English

ⁱ To be deleted or filled in according to the "Legal Entity" form

ⁱⁱ To be deleted or filled in according to the "Legal Entity" form

ⁱⁱⁱ To be deleted or filled in according to the "Legal Entity" form

^{iv} To be deleted or filled in according to the "Legal Entity" form

Annex III

Mandate

I, the undersigned,

Mykola Skyba, Rector,

representing,

Khmelnitsky National University [KhNU]
State Universityⁱ
ii

Institutska Str., 11, Khmelnitskiy, 26106, Ukraine
VAT number: 31833043

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement **Knowledge Transfer Unit - From Applied Research and Technology-Entrepreneurial Know-How Exchange to Development of Interdisciplinary Curricula Modules (KTU)** (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

1. Mandate

FH JOANNEUM Gesellschaft mit beschränkter Haftung - FH JOANNEUM
limited liability companyⁱⁱⁱ
125888f^{iv}
Alte Poststraße 149
8020 Graz - Austria
VAT number: ATU42301001

represented by Univ. Prof. DI Dr. Karl P. Pfeiffer, Rector and Managing Director and Dr. Günter Riegler, Managing Director

(Hereinafter referred to as "the coordinator")

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

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



10

Project Reference Number:

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

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

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

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

SIGNATURE

Mykola Skyba, Rector



Done at Khmelnytskyi, 06.03.2013

In triplicate in English

ⁱ To be deleted or filled in according to the "Legal Entity" form

ⁱⁱ To be deleted or filled in according to the "Legal Entity" form

ⁱⁱⁱ To be deleted or filled in according to the "Legal Entity" form

^{iv} To be deleted or filled in according to the "Legal Entity" form



Project Reference Number

Annex III Mandate

I, the undersigned,

Prof. Vladyslav Panin,

representing

Kyiv State Maritime Academy [*KSMA*]
[state organization]ⁱ
[19036779]ⁱⁱ
Str. Frunze, 9
Kyiv
Ukraine, 04071
VAT number: 190367726569

hereinafter referred to as “the beneficiary”

For the purposes of the signature and the implementation of the grant agreement [**Knowledge Transfer Unit – From Applied Research and Technology-Entrepreneurial Know-How Exchange to Development of Interdisciplinary Curricula Modules (KTU)**] hereinafter referred to as “the grant agreement”) with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as “Agency”

hereby:

1. Mandate

FH JOANNEUM Gesellschaft mit beschränkter Haftung – FH JOANNEUM limited liability companyⁱⁱⁱ
125888f^{iv}
Alte Poststraße 149
8020 Graz – Austria
VAT number: ATU 42301001

Represented by Univ. Prof. DI Dr. Karl P. Pfeiffer, Rector and Managing Director and Dr. Günter Riegler, Managing Director

(Hereinafter referred to as “the coordinator”)

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

Project Reference Number

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

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

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

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

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

SIGNATURE

Rector Prof. Vladyslav Panin

[Signature and stamp]



Done at Kyiv State Maritime Academy. [19.03.2013]

In triplicate in English

I To be or filled in according to the "Legal Entity" form

II To be deleted in according to the "Legal Entity" form

III To be deleted in according to the "Legal Entity" form

IV To be deleted in according to the "Legal Entity" form

Project Reference Number:

Annex III

Mandate

I, the undersigned,

Yevhen Sulima, First Deputy Minister,

representing,

Ministry of Education and Science of Ukraine [MESU]

public-sector bodyⁱ

0027677ⁱⁱ

10, Peremogy Ave., 01135, Kyiv, Ukraine

VAT number: non-payer

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement [**Knowledge Transfer Unit - From Applied Research and Technology-Entrepreneurial Know-How Exchange to Development of Interdisciplinary Curricula Modules (KTU)**] (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

1. Mandate

FH JOANNEUM Gesellschaft mit beschränkter Haftung - FH JOANNEUM

limited liability companyⁱⁱⁱ

125888f^{iv}

Alte Poststraße 149

8020 Graz - Austria

VAT number: ATU42301001

represented by Univ. Prof. DI Dr. Karl P. Pfeiffer, Rector and Managing Director and Dr. Günter Riegler, Managing Director

(Hereinafter referred to as "the coordinator")

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

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

Project Reference Number: ~~XXXXXXXXXX~~

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

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

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

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

SIGNATURE

Yevhen Sulima, First Deputy Minister



The seal is circular with a double border. The outer border contains the text "МІНІСТЕРСТВО ОСВІТИ І НАУКИ, МОСНУ ТА ТЮРИЗМУ УКРАЇНИ" in Ukrainian and "MINISTRY OF EDUCATION AND SCIENCE OF UKRAINE" in English. The inner border contains "ЛЕГІСЛАТИВНИЙ АПАРАТ" and "КАБІНЕТ МІНІСТРІВ". In the center is a shield with a scale of justice and a book. Below the shield are two asterisks.

Done at Kiev, 19.03.2013

In triplicate in English

ⁱ To be deleted or filled in according to the "Legal Entity" form

ⁱⁱ To be deleted or filled in according to the "Legal Entity" form

ⁱⁱⁱ To be deleted or filled in according to the "Legal Entity" form

^{iv} To be deleted or filled in according to the "Legal Entity" form

Project Reference Number: [REDACTED]

77
544031-TEMPUS-1-2013-1-
AT-TEMPUS-JPHES

Annex III

Mandate

I, the undersigned,

Vitaliy Pavlenko, vice-rector on teaching,

representing,

National Aerospace University "KhAI" [KHAI]

Public Universityⁱ

02066769ⁱⁱ

Chkalov Str., 17, Kharkov, Ukraine

VAT number: 28767150

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement [**Knowledge Transfer Unit - From Applied Research and Technology-Entrepreneurial Know-How Exchange to Development of Interdisciplinary Curricula Modules (KTU)**] (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

1. Mandate

FH JOANNEUM Gesellschaft mit beschränkter Haftung - FH JOANNEUM

limited liability companyⁱⁱⁱ

125888f^{iv}

Alte Poststraße 149

8020 Graz - Austria

VAT number: ATU42301001

represented by Univ. Prof. DI Dr. Karl P. Pfeiffer, Rector and Managing Director and Dr. Günter Riegler, Managing Director

(Hereinafter referred to as "the coordinator")

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

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

Project Reference Number:

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

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

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

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

SIGNATURE



Vitaliy Pavlenko, vice-rector of teaching

Done at [Kharkov], [15.03.2013]

In triplicate in English

ⁱ To be deleted or filled in according to the "Legal Entity" form

ⁱⁱ To be deleted or filled in according to the "Legal Entity" form

ⁱⁱⁱ To be deleted or filled in according to the "Legal Entity" form

^{iv} To be deleted or filled in according to the "Legal Entity" form

Project Reference Number:

Annex III

Mandate

I, the undersigned,

Eva Malmstrom Jonsson, Deputy President,

representing,

Royal Institute of Technology [KTH]

i
ii

Kungliga Tekniska Hogskolan, 10044, Stockholm, Sweden .
VAT number: SE202100305401

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement [**Knowledge Transfer Unit - From Applied Research and Technology-Entrepreneurial Know-How Exchange to Development of Interdisciplinary Curricula Modules (KTU)**] (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

1. Mandate

FH JOANNEUM Gesellschaft mit beschränkter Haftung - FH JOANNEUM
limited liability companyⁱⁱⁱ
125888f^{iv}
Alte Poststraße 149
8020 Graz - Austria
VAT number: ATU42301001

represented by Univ. Prof. DI Dr. Karl P. Pfeiffer, Rector and Managing Director and Dr. Günter Riegler, Managing Director

(Hereinafter referred to as "the coordinator")

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

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

Project Reference Number:

particular, I acknowledge that, by virtue of this mandate, the coordinator alone is entitled to receive funds from the Agency and distribute the amounts corresponding to the beneficiary's participation in the action.

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

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

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

SIGNATURE



Eva Malmström Jonsson, Vice-rector



Done at Stockholm, 18/03/2013

In triplicate in English

-
- ⁱ To be deleted or filled in according to the "Legal Entity" form
 - ⁱⁱ To be deleted or filled in according to the "Legal Entity" form
 - ⁱⁱⁱ To be deleted or filled in according to the "Legal Entity" form
 - ^{iv} To be deleted or filled in according to the "Legal Entity" form

Project Reference Number:

Annex III

Mandate

I, the undersigned,

Badyrkhan Dadashev, Deputy Director,

representing,

**Sevastopol Institute of Banking of Ukrainian Academy of Banking
of the National Bank of Ukraine [SIBUABNBU]
State Instituteⁱ
ii**

6 Parkovaya street, Sevastopol, Ukraine, 99057
VAT number: 23635020

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement **Knowledge Transfer Unit - From Applied Research and Technology-Entrepreneurial Know-How Exchange to Development of Interdisciplinary Curricula Modules (KTU)** (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

1. Mandate

FII JOANNEUM Gesellschaft mit beschränkter Haftung - FH JOANNEUM
limited liability companyⁱⁱⁱ
125888^{iv}
Alte Poststraße 149
8020 Graz - Austria
VAT number: ATU42301001

represented by Univ. Prof. DI Dr. Karl P. Pfeiffer, Rector and Managing Director and Dr. Günter Riegler, Managing Director

(Hereinafter referred to as "the coordinator")

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

Project Reference Number:

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

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

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

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

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

SIGNATURE

Badyrkhan Dadashev, Deputy Director



Done at Sevastopol, 5.03.2013

In triplicate in English

ⁱ To be deleted or filled in according to the "Legal Entity" form

ⁱⁱ To be deleted or filled in according to the "Legal Entity" form

ⁱⁱⁱ To be deleted or filled in according to the "Legal Entity" form

^{iv} To be deleted or filled in according to the "Legal Entity" form

Project Reference Number: [REDACTED]

544031-TEMPUS -1-2013-1 -
AT-TEMPUS-JPHES

Annex III

Mandate

I, the undersigned,

Otto Kovchar,

representing,

Transcarpathian Chamber of Commerce and Industry (TCCI)
non-profit non-governmental organizationⁱ
[02944834]ⁱⁱ
62, Hrushevskoho str.,
88000, Uzhhorod, Ukraine
VAT number: 029448307015

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement [**Knowledge Transfer Unit - From Applied Research and Technology-Entrepreneurial Know-How Exchange to Development of Interdisciplinary Curricula Modules (KTU)**] (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

1. Mandate

FH JOANNEUM Gesellschaft mit beschränkter Haftung - FH JOANNEUM
limited liability companyⁱⁱⁱ
125883f^{iv}
Alte Poststraße 149
8020 Graz - Austria
VAT number: ATU42301001

represented by Univ. Prof. DI Dr. Karl P. Pfeiffer, Rector and Managing Director and Dr. Günter Riegler, Managing Director

(Hereinafter referred to as "the coordinator")

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



1
2

Project Reference Number: [REDACTED]

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

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

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

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

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

SIGNATURE

Otto Kovchar
President of Transcarpathian Chamber
of Commerce and Industry



Done at Uzhgorod, 18 March, 2013

In triplicate in English

ⁱ To be deleted or filled in according to the "Legal Entity" form;
ⁱⁱ To be deleted or filled in according to the "Legal Entity" form
ⁱⁱⁱ To be deleted or filled in according to the "Legal Entity" form



Project Reference Number:

544031-TEMPUS-1-2013-1-AT -
TEMPUS - JPHE5

Annex III

Mandate

I, the undersigned,

Director Anatoliy Yamchuk,

representing,

Ukrainian Institute for Scientific, Technical and Economic Information [UISTEI]

[state organization]ⁱ

[16308272]ⁱⁱ

[Gorky St., 180

Kyiv

Ukraine, 03680]

VAT number: 163082726090

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement [**Knowledge Transfer Unit - From Applied Research and Technology-Entrepreneurial Know-How Exchange to Development of Interdisciplinary Curricula Modules (KTU)**] (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

1. Mandate

FH JOANNEUM Gesellschaft mit beschränkter Haftung - FH JOANNEUM

limited liability companyⁱⁱⁱ

125888f^{iv}

Alte Poststraße 149

8020 Graz - Austria

VAT number: ATU42301001

represented by Univ. Prof. DI Dr. Karl P. Pfeiffer, Rector and Managing Director and Dr. Günter Riegler, Managing Director

(Hereinafter referred to as "the coordinator")

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

Project Reference Number: TEMPUS-SPHEE

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

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

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

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

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

SIGNATURE

Director Anatoliy Yamchuk

[Signature and stamp] 

Done at Ukrainian Institute for Scientific, Technical and Economic Information, [19.03.2013]

In triplicate in English

- ⁱ To be deleted or filled in according to the "Legal Entity" form
- ⁱⁱ To be deleted or filled in according to the "Legal Entity" form
- ⁱⁱⁱ To be deleted or filled in according to the "Legal Entity" form
- ^{iv} To be deleted or filled in according to the "Legal Entity" form



Project Reference Number:

712
544031-TEMPUS-1-2013-1-
AT-TEMPUS-IPHE5

Annex III

Mandate

I, the undersigned,

Stanislav Kutsenko, the Chairman,

representing,

Ukrainian Students' Association [USA]

NGOⁱ

14305921ⁱⁱ

33 Prazka Str., off. 18, Kiev, Ukraine, 02090

VAT number: non-payer

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement [**Knowledge Transfer Unit - From Applied Research and Technology-Entrepreneurial Know-How Exchange to Development of Interdisciplinary Curricula Modules (KTU)**] (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

1. Mandate

FH JOANNEUM Gesellschaft mit beschränkter Haftung - FH JOANNEUM
limited liability companyⁱⁱⁱ

125888f^{iv}

Alte Poststraße 149

8020 Graz - Austria

VAT number: ATU42301001

represented by Univ. Prof. DI Dr. Karl P. Pfeiffer, Rector and Managing Director and Dr. Günter Riegler, Managing Director

(Hereinafter referred to as "the coordinator")

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

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

Project Reference Number:

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

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

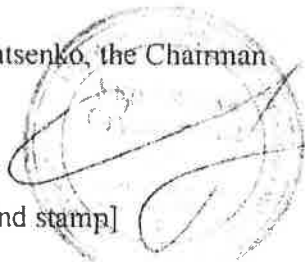
I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfil his obligations under the grant agreement, and in particular, to provide to the coordinator, on his request, whatever documents or information may be required.

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

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

SIGNATURE

Stanislav Kutsenko, the Chairman



[Signature and stamp]

Done at Kyiv, 10.03.2013

In triplicate in English

¹ To be deleted or filled in according to the "Legal Entity" form

² To be deleted or filled in according to the "Legal Entity" form

³ To be deleted or filled in according to the "Legal Entity" form

⁴ To be deleted or filled in according to the "Legal Entity" form

Project Reference Number:

Annex III

Mandate

I, the undersigned,

[Dr. Anna Maria Geli de Ciurana, rector],

representing,

[Universitat de Girona] [UdG]

[official legal status or form]ⁱ

[official registration No]ⁱⁱ

[Plaça Sant Domènec, 3

17071 Girona,

Spain]

VAT number: Q6750002E

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement [**Knowledge Transfer Unit - From Applied Research and Technology-Entrepreneurial Know-How Exchange to Development of Interdisciplinary Curricula Modules (KTU)**] (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

1. Mandate

FH JOANNEUM Gesellschaft mit beschränkter Haftung - FH JOANNEUM

limited liability companyⁱⁱⁱ

125888f^{iv}

Alte Poststraße 149

8020 Graz - Austria

VAT number: ATU42301001

represented by Univ. Prof. DI Dr. Karl P. Pfeiffer, Rector and Managing Director and Dr. Günter Riegler, Managing Director

(Hereinafter referred to as "the coordinator")

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

Project Reference Number:

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

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

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

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

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

SIGNATURE

[Dr. Anna Maria Geli de Ciurana, rector]

[Signature and stamp] 

Done at [Girona], [06/03/2013]

In triplicate in English

ⁱ To be deleted or filled in according to the "Legal Entity" form

ⁱⁱ To be deleted or filled in according to the "Legal Entity" form

ⁱⁱⁱ To be deleted or filled in according to the "Legal Entity" form

^{iv} To be deleted or filled in according to the "Legal Entity" form

Project Reference Number: 

~~544031-TEMPUS -~~
1-2013-1-AT-
TEMPUS - JPHES

P2

Annex III

Mandate

I, the undersigned,

Almir Kovacevic and Clemens Juriga,

representing,

World University Service Austrian Committee [WUS Austria]
associationⁱ
961843202ⁱⁱ
Schmiedgasse 40/3
8010 Graz
Austria
VAT number: N/A

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement [**Knowledge Transfer Unit - From Applied Research and Technology-Entrepreneurial Know-How Exchange to Development of Interdisciplinary Curricula Modules (KTU)**] (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

1. Mandate

FH JOANNEUM Gesellschaft mit beschränkter Haftung - FH JOANNEUM
limited liability companyⁱⁱⁱ
125888f^{iv}
Alte Poststraße 149
8020 Graz - Austria
VAT number: ATU42301001

represented by Univ. Prof. DI Dr. Karl P. Pfeiffer, Rector and Managing Director and Dr. Günter Riegler, Managing Director

(Hereinafter referred to as "the coordinator")

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

Project Reference Number:

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

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

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

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

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

SIGNATURE



[Almir Kovacevic, Executive Director
Clemens Juriga, Head of Finance



[Signature and stamp]

Done at Graz, 18.3.2013

In triplicate in English

ⁱ To be deleted or filled in according to the "Legal Entity" form

ⁱⁱ To be deleted or filled in according to the "Legal Entity" form

ⁱⁱⁱ To be deleted or filled in according to the "Legal Entity" form

^{iv} To be deleted or filled in according to the "Legal Entity" form

ANNEX IV

Technical implementation reports and financial statements to be submitted

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

http://eacea.ec.europa.eu/tempus/beneficiaries/beneficiaries_tempus4_en.php

Reports and Pre-financing		Deadlines
Intermediate Report:	<ul style="list-style-type: none">• Report on implementation of the project (IR)• summary report for publication• statement of the costs incurred and request for payment	when 70% of the 1st pre-financing has been disbursed and not later than half way through the eligibility period
Final Report:	<ul style="list-style-type: none">• final report on implementation of the project (FR)• summary report for publication• financial statement and request for payment, including the financial tables for each budget heading• for all grants an external audit report on the action's financial statements and underlying accounts	two months after the end of the eligibility period

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

- Invoices related to purchase of equipment where the cost exceeds EUR 25.000
- Invoices and contracts related to subcontractors (Other Costs) whether academic or administrative (individuals, companies) if the cost exceeds EUR 25.000

ANNEX V

List of beneficiaries



ANNEX V - List of co-beneficiaries

544031-TEMPUS-1-2013-1-AT-TEMPUS-JPHES

Co-beneficiary Institutions	City	Country
Association of Small Enterprises of Ukraine	Kiev	UA
Budapest University of Technology and Economics	Budapest	HU
Center of Innovative Engineering Technologies Ltd.	Kharkov	UA
Dniprodzerzhinsk state technical university	Dniprodzerzhinsk	UA
Dnipropetrovsk Aggregate Plant	Dnipropetrovsk	UA
International Scientific and Technical University	Kiev	UA
Khmelnitskiy National University	Khmelnitskiy	UA
Kyiv State Maritime Academy	Kiev	UA
Ministry of Education and Science of Ukraine	Kiev	UA
National Aerospace University	Kharkov	UA
Royal Institute of Technology	Stockholm	SE
Sevastopol Inst. of Banking of the National Bank of Ukraine	Sevastopol	UA
Transcarpathian Chamber of Commerce and Industry	Uzhgorod	UA
Ukrainian Institute for Scientific, Technical & Economic Info	Kiev	UA
Ukrainian Students' Association	Kiev	UA
Universitat de Girona	Girona	ES
World University Service - Austrian Committee	Graz	AT
Co-ordinator	City	Country
FH Joanneum Gesellschaft mbH	Graz	AT

ANNEX VI

General Conditions

A handwritten signature or mark, possibly a stylized 'G' or 'P', located in the bottom right corner of the page.

ANNEX VI
GENERAL CONDITIONS

TABLE OF CONTENT

PART A – LEGAL AND ADMINISTRATIVE PROVISIONS

- II.1 – GENERAL OBLIGATIONS AND ROLES OF THE BENEFICIARIES
- II.2 – COMMUNICATIONS BETWEEN THE PARTIES
- II.3 – LIABILITY FOR DAMAGES
- II.4 – CONFLICT OF INTERESTS
- II.5 – CONFIDENTIALITY
- II.6 – PROCESSING OF PERSONAL DATA
- II.7 – VISIBILITY OF UNION FUNDING
- II.8 – PRE-EXISTING RIGHTS AND OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)
- II.9 – AWARD OF CONTRACTS NECESSARY FOR THE IMPLEMENTATION OF THE ACTION
- II.10 – SUBCONTRACTING OF TASKS FORMING PART OF THE ACTION
- II.11 – FINANCIAL SUPPORT TO THIRD PARTIES
- II.12 – AMENDMENTS TO THE AGREEMENT
- II.13 – ASSIGNMENT OF CLAIMS FOR PAYMENTS TO THIRD PARTIES
- II.14 – FORCE MAJEURE
- II.15 – SUSPENSION OF THE IMPLEMENTATION OF THE ACTION
- II.16 – TERMINATION OF THE AGREEMENT
- II.17 – ADMINISTRATIVE AND FINANCIAL PENALTIES
- II.18 – APPLICABLE LAW, SETTLEMENT OF DISPUTES AND ENFORCEABLE DECISION

PART B – FINANCIAL PROVISIONS

- II.19 – ELIGIBLE COSTS
- II.20 – IDENTIFIABILITY AND VERIFIABILITY OF THE AMOUNTS DECLARED
- II.21 – ELIGIBILITY OF COSTS OF ENTITIES AFFILIATED TO THE BENEFICIARIES
- II.22 – BUDGET TRANSFERS
- II.23 – TECHNICAL AND FINANCIAL REPORTING – REQUESTS FOR PAYMENT AND SUPPORTING DOCUMENTS
- II.24 – PAYMENTS AND PAYMENT ARRANGEMENTS
- II.25 – DETERMINING THE FINAL AMOUNT OF THE GRANT
- II.26 – RECOVERY
- II.27 – CHECKS, AUDITS AND EVALUATION

PART A – LEGAL AND ADMINISTRATIVE PROVISIONS

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

II.1.1 General obligations and role of the beneficiaries

The beneficiaries shall:

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

II.1.2 General obligations and role of each beneficiary

Each beneficiary shall:

- (a) inform the coordinator immediately of any change likely to affect or delay the implementation of the action of which the beneficiary is aware;
- (b) inform the coordinator immediately of any change in its legal, financial, technical, organisational or ownership situation or of its affiliated entities and of any change in its name, address or legal representative or of its affiliated entities;
- (c) submit in due time to the coordinator:
 - (i) the data needed to draw up the reports, financial statements and other documents provided for in the Agreement;
 - (ii) all the necessary documents in the event of audits, checks or evaluation in accordance with Article II.27;
 - (iii) any other information to be provided to the Agency according to the Agreement, except where the Agreement requires that such information is submitted directly by the beneficiary to the Agency.

II.1.3 General obligations and role of the coordinator

The coordinator shall:

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

ownership situation of any of the beneficiaries or of its affiliated entities to any event likely to affect or delay the implementation of the action, of which the coordinator is aware;

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

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

ARTICLE II.2 – COMMUNICATIONS BETWEEN THE PARTIES

II.2.1 Form and means of communications

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

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

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

II.2.2 Date of communications

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

Electronic communication is deemed to have been received by the receiving party on the day of successful dispatch of that communication, provided that it is sent to the addressees listed in Article I.6. Dispatch shall be deemed unsuccessful if the sending party receives a message of non-delivery. In this case, the sending party shall immediately send again such communication to any of the other

addresses listed in Article I.6. In case of unsuccessful dispatch, the sending party shall not be held in breach of its obligation to send such communication within a specified deadline.

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

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

ARTICLE II.3 – LIABILITY FOR DAMAGES

II.3.1 The Agency shall not be held liable for any damage caused or sustained by any of the beneficiaries, including any damage caused to third parties as a consequence of or during the implementation of the action.

II.3.2 Except in cases of force majeure, the beneficiaries shall compensate the Agency for any damage sustained by it as a result of the implementation of the action or because the action was not implemented or implemented poorly, partially or late.

ARTICLE II.4 - CONFLICT OF INTERESTS

II.4.1 The beneficiaries shall take all necessary measures to prevent any situation where the impartial and objective implementation of the Agreement is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest (“conflict of interests”).

II.4.2 Any situation constituting or likely to lead to a conflict of interests during the implementation of the Agreement shall be notified to the Agency, in writing, without delay. The beneficiaries shall immediately take all the necessary steps to rectify this situation. The Agency reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken within a specified deadline.

ARTICLE II.5 – CONFIDENTIALITY

II.5.1 The Agency and the beneficiaries shall preserve the confidentiality of any information and documents, in any form, which are disclosed in writing or orally in relation to the implementation of the Agreement and which are explicitly indicated in writing as confidential.

II.5.2 The beneficiaries shall not use confidential information and documents for any reason other than fulfilling their obligations under the Agreement, unless otherwise agreed with the Agency in writing.

II.5.3 The Agency and the beneficiaries shall be bound by the obligations referred to in Articles II.5.1 and II.5.2 during the implementation of the Agreement and for a period of five years starting from the payment of the balance, unless:

- (a) the party concerned agrees to release the other party from the confidentiality obligations earlier;

- (b) the confidential information becomes public through other means than in breach of the confidentiality obligation through disclosure by the party bound by that obligation;
- (c) the disclosure of the confidential information is required by law.

ARTICLE II.6 – PROCESSING OF PERSONAL DATA

II.6.1 Processing of personal data by the Agency

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

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

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

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

II.6.2 Processing of personal data by the beneficiaries

Where the Agreement requires the processing of personal data by the beneficiaries, the beneficiaries may act only under the supervision of the data controller identified in Article I.6.1, in particular with regard to the purpose of the processing, the categories of data which may be processed, the recipients of the data and the means by which the data subject may exercise his or her rights.

The access to data that the beneficiaries grant to their personnel shall be limited to the extent strictly necessary for the implementation, management and monitoring of the Agreement.

The beneficiaries undertake to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned, in order to:

- (a) prevent any unauthorised person from gaining access to computer systems processing personal data, and especially:
 - (i) unauthorised reading, copying, alteration or removal of storage media;
 - (ii) unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;
 - (iii) unauthorised persons from using data-processing systems by means of data transmission facilities;
- (b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
- (c) record which personal data have been communicated, when and to whom;

- (d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the Agency;
- (e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- (f) design their organisational structure in such a way that it meets data protection requirements.

ARTICLE II.7 – VISIBILITY OF UNION FUNDING

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

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

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

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

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

II.7.2 Disclaimers excluding Agency and Commission responsibility

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

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

II.8.1 Ownership of the results by the beneficiaries

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

II.8.2 Pre-existing industrial and intellectual property rights

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

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

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

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

- (a) use for its own purposes, and in particular, making available to persons working for the Agency, the Union institutions, agencies and bodies and to Member States' institutions, as well as, copying and reproducing in whole or in part and in unlimited number of copies;
- (b) distribution to the public, and in particular, publication in hard copies and in electronic or digital format, publication on the internet, including on the Europa website, as a downloadable or non-downloadable file, broadcasting by any kind of technique of transmission, public display or presentation, communication through press information services, inclusion in widely accessible databases or indexes;
- (c) translation;
- (d) giving access upon individual requests without the right to reproduce or exploit, as provided for by Regulation (EC) No 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents;
- (e) storage in paper, electronic or other format;
- (f) archiving in line with the document management rules applicable to the Agency and/or the Commission;
- (g) rights to authorise or sub-licence the modes of exploitation set out in points (b) and (c) to third parties.

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

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

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

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

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

Beneficiaries acting in their capacity of contracting authorities within the meaning of Directive 2004/18/EC of the European Parliament and of the Council of 31 March 2004 on the coordination of procedures for the award of public work contracts, public supply contracts

and public service contracts or contracting entities within the meaning of Directive 2004/17/EC of the European Parliament and of the Council of 31 March 2004 coordinating the procurement procedures of entities operating in the water, energy, transport and postal services sectors shall abide by the applicable national public procurement rules.

- II.9.2** The beneficiaries shall retain sole responsibility for carrying out the action and for compliance with the provisions of the Agreement. The beneficiaries shall ensure that any procurement contract contains provisions stipulating that the contractor has no rights vis-à-vis the Agency under the Agreement.
- II.9.3.** The beneficiaries shall ensure that the conditions applicable to them under Articles II.3, II.4, II.5, II.8 and II.27 are also applicable to the contractor.

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

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

ARTICLE II.11 - FINANCIAL SUPPORT TO THIRD PARTIES

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

- II.11.2** By way of derogation from Article II.11.1, in case the financial support takes the form of a prize, the beneficiaries shall give such financial support in accordance with the conditions specified in Annex I, which shall at least contain:
- (a) the conditions for participation;
 - (b) the award criteria;
 - (c) the amount of the prize;
 - (d) the payment arrangements.
- II.11.3** The beneficiaries shall ensure that the conditions applicable to them under Articles II.3, II.4, II.5, II.7, II.8 and II.27 are also applicable to the third parties receiving financial support.

ARTICLE II.12 – AMENDMENTS TO THE AGREEMENT

- II.12.1** Any amendment to the Agreement shall be made in writing.
- II.12.2** An amendment may not have the purpose or the effect of making changes to the Agreement which would call into question the decision awarding the grant or be contrary to the equal treatment of applicants.
- II.12.3** Any request for amendment shall be duly justified and shall be sent to the other party in due time before it is due to take effect, and in any case one month before the end of the period set out in Article I.2.2, except in cases duly substantiated by the party requesting the amendment and accepted by the other party.
- II.12.4** A request for amendment on behalf of the beneficiaries shall be submitted by the coordinator. If a change of coordinator is requested without its agreement, the request shall be submitted by all other beneficiaries.
- II.12.5** Amendments shall enter into force on the date on which the last party signs or on the date of approval of the request for amendment.
Amendments shall take effect on a date agreed by the parties or, in the absence of such an agreed date, on the date on which the amendment enters into force.

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

- II.13.1** Claims for payments of the beneficiaries against the Agency may not be assigned to third parties, except in duly justified cases where the situation warrants it.
- The assignment shall only be enforceable against the Agency if it has accepted the assignment on the basis of a written and reasoned request to that effect made by the coordinator on behalf of the beneficiaries. In the absence of such acceptance, or in the event of failure to observe the terms thereof, the assignment shall have no effect on the Agency.
- II.13.2** In no circumstances shall such an assignment release the beneficiaries from their obligations towards the Agency.

ARTICLE II.14 – FORCE MAJEURE

- II.14.1** "*Force majeure*" shall mean any unforeseeable exceptional situation or event beyond the parties' control, which prevents either of them from fulfilling any of their obligations under the Agreement, which was not attributable to error or negligence on their part or on the part of subcontractors, affiliated entities or third parties involved in the implementation and which proves to be inevitable in spite of exercising all due diligence. Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties cannot be invoked as *force majeure*.
- II.14.2** A party faced with *force majeure* shall formally notify the other party without delay, stating the nature, likely duration and foreseeable effects.
- II.14.3** The parties shall take the necessary measures to limit any damage due to *force majeure*. They shall do their best to resume the implementation of the action as soon as possible.
- II.14.4** The party faced with *force majeure* shall not be held to be in breach of its obligations under the Agreement if it has been prevented from fulfilling them by *force majeure*.

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

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

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

II.15.2 Suspension of the implementation by the Agency

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

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

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

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

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

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

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

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

II.15.3 Effects of the suspension

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

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

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

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

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

ARTICLE II.16 – TERMINATION OF THE AGREEMENT

II.16.1 Termination of the Agreement by the coordinator

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

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

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

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

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

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

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

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

- (a) if a change to the beneficiary's legal, financial, technical, organisational or ownership situation is likely to affect the implementation of the Agreement substantially or calls into question the decision to award the grant;
- (b) if, following the termination of the participation of any one or several beneficiaries, the necessary modifications to the Agreement would call into question the decision awarding the grant or would result in unequal treatment of applicants;
- (c) if the beneficiaries do not implement the action as specified in Annex I or if a beneficiary fails to comply with another substantial obligation incumbent on it under the terms of the Agreement;

- (d) in the event of *force majeure*, notified in accordance with Article II.14, or in the event of suspension by the coordinator as a result of exceptional circumstances, notified in accordance with Article II.15, where resuming the implementation is impossible or where the necessary modifications to the Agreement would call into question the decision awarding the grant or would result in unequal treatment of applicants;
- (e) if a beneficiary is declared bankrupt, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of any other similar proceedings concerning those matters, or is in an analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (f) if a beneficiary or any related person, as defined in the second subparagraph, have been found guilty of professional misconduct proven by any means;
- (g) if a beneficiary is not in compliance with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or in which the action is implemented;
- (h) if the Agency has evidence that a beneficiary or any related person, as defined in the second subparagraph, have committed fraud, corruption, or are involved in a criminal organisation, money laundering or any other illegal activity detrimental to the Union's financial interests;
- (i) if the Agency has evidence that a beneficiary or any related person, as defined in the second subparagraph, have committed substantial errors, irregularities or fraud in the award procedure or in the implementation of the Agreement, including in the event of submission of false information or failure to submit required information in order to obtain the grant provided for in the Agreement; or
- (j) if the Agency has evidence that a beneficiary has committed systemic or recurrent errors, irregularities, fraud or breach of obligations under other grants funded by the Union or the European Atomic Energy Community which were awarded to that beneficiary under similar conditions, provided that those errors, irregularities, fraud or breach of obligations have a material impact on this grant.

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

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

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

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

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

II.16.4 Effects of termination

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

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

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

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

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

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

ARTICLE II.17 – ADMINISTRATIVE AND FINANCIAL PENALTIES

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

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

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

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

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

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

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

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

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

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

PART B – FINANCIAL PROVISIONS**ARTICLE II.19 – ELIGIBLE COSTS****II.19.1 Conditions for the eligibility of costs**

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

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

II.19.2 Eligible direct costs

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

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

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

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

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

- (b) costs of travel and related subsistence allowances, provided that these costs are in line with the beneficiary's usual practices on travel and do not exceed the scales approved annually by the Commission;
- (c) the depreciation costs of equipment or other assets (new or second-hand) as recorded in the accounting statements of the beneficiary, provided that the asset has been purchased in

accordance with Article II.9 and that it is written off in accordance with the international accounting standards and the usual accounting practices of the beneficiary; the costs of rental or lease of equipment or other assets are also eligible, provided that these costs do not exceed the depreciation costs of similar equipment or assets and are exclusive of any finance fee;

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

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

II.19.3 Eligible indirect costs

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

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

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

II.19.4 Ineligible costs

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

- (a) return on capital;
- (b) debt and debt service charges;
- (c) provisions for losses or debts;
- (d) interest owed;
- (e) doubtful debts;
- (f) exchange losses;
- (g) costs of transfers from the Agency charged by the bank of a beneficiary;
- (h) costs declared by a beneficiary in the framework of another action receiving a grant financed from the Union budget (including grants awarded by a Member State and financed from the Union budget and grants awarded by other bodies than the Agency for the purpose of

implementing the Union budget); in particular, indirect costs shall not be eligible under a grant for an action awarded to a beneficiary which already receives an operating grant financed from the Union budget during the period in question;

- (i) contributions in kind from third parties;
- (j) excessive or reckless expenditure;
- (k) deductible VAT.

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

II.20.1 Reimbursement of actual costs

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) the cost accounting practices used constitute its usual cost accounting practices and are applied in a consistent manner, based on objective criteria independent from the source of funding;
- (b) the costs declared can be directly reconciled with the amounts recorded in its general accounts; and
- (c) the categories of costs used for the purpose of determining the costs declared are exclusive of any ineligible cost or costs covered by other forms of grant in accordance with Article I.3.

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

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

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

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

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

Where the Special Conditions contain a provision on entities affiliated to the beneficiaries, costs incurred by such an entity are eligible, provided that they satisfy the same conditions under Articles II.19 and II.20 as apply to the beneficiary, and that the beneficiary the entity is affiliated to ensures that the conditions applicable to him under Articles II.3, II.4, II.5, II.7, II.9, II.10, II.13 and II.27 are also applicable to the entity.

ARTICLE II.22 – BUDGET TRANSFERS

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

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

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

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

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

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

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

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

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

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

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

This request shall be accompanied by the following documents:

- (a) an interim report (“interim technical report”) or, for the payment of the balance, a final report on implementation of the action (“final technical report”), drawn up in accordance with Annex IV; the interim or final technical report must contain the information needed to justify the eligible costs declared or the contribution requested on the basis of unit costs and lump sums where the grant takes the form of the reimbursement of unit or lump sum costs or of a unit or lump sum contribution in accordance with Article I.3(a)(ii), (iii), (b) or (c), as well as information on subcontracting as referred to in Article II.10.2(d);
- (b) an interim financial statement (“interim financial statement”) or, for the payment of the balance, a final financial statement (“final financial statement”); the interim or final financial statements must include a consolidated statement as well as a breakdown of the amounts claimed by each beneficiary and its affiliated entities; they must be drawn up in accordance with the structure of the estimated budget set out in Annex II and with Annex IV and detail the amounts for each of the forms of grant set out in Article I.3 for the reporting period concerned;
- (c) only for the payment of the balance, a summary financial statement (“summary financial statement”); this statement must include a consolidated financial statement and a breakdown of the amounts declared or requested by each beneficiary and its affiliated entities, aggregating the financial statements already submitted previously and indicating the receipts referred to in

Article II.25.3.2 for each beneficiary and its affiliated entities; it must be drawn up in accordance with Annex IV;

- (d) where required by Article I.4.1 or for each beneficiary for which the total contribution in the form of reimbursement of actual costs as referred to in Article I.3(a)(i) is at least EUR 750 000 and which requests a reimbursement in that form of at least EUR 325 000 (when adding all previous reimbursements in that form for which a certificate on the financial statements has not been submitted), a certificate on the financial statements and underlying accounts (“certificate on the financial statements”);

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

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

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

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

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

II.23.3 Non-submission of documents

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

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

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

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

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

ARTICLE II.24 – PAYMENTS AND PAYMENT ARRANGEMENTS

II.24.1 Pre-financing

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

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

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

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

II.24.2 Further pre-financing payments

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

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

II.24.3 Interim payments

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

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

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



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

- (a) where, in accordance with Article I.3(a), the grant takes the form of the reimbursement of eligible costs, the amount obtained by application of the reimbursement rate specified in that Article to the eligible costs of the action approved by the Agency for the concerned reporting period and the corresponding categories of costs, beneficiaries and affiliated entities; if Article I.4.1 specifies another reimbursement rate, this other rate shall be applied instead;
- (b) where, in accordance with Article I.3(b), the grant takes the form of a unit contribution, the amount obtained by multiplying the unit contribution specified in that Article by the actual number of units approved by the Agency for the concerned reporting period and for the corresponding beneficiaries and affiliated entities;
- (c) where, in accordance with Article I.3(c), the grant takes the form of a lump sum contribution, the lump sum specified in that Article for the corresponding beneficiaries and affiliated entities, subject to approval by the Agency of the proper implementation during the concerned reporting period of the corresponding tasks or part of the action in accordance with Annex I;
- (d) where, in accordance with Article I.3(d), the grant takes the form of a flat-rate contribution, the amount obtained by applying the flat rate referred to in that Article to the eligible costs or to the contribution accepted by the Agency for the concerned reporting period and the corresponding beneficiaries and affiliated entities.

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

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

II.24.4 Payment of the balance

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

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

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

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

II.24.5 Suspension of the time limit for payment

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

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

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

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

II.24.6 Suspension of payments

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

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

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

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

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

in the case referred to in point (c) of the first subparagraph, the indicative date of completion of the necessary verification.

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

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

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

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

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

II.24.7 Notification of amounts due

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

II.24.8 Interest on late payment

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

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

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

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

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

II.24.9 Currency for payments

Payments by the Agency shall be made in euro.

II.24.10 Date of payment

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

II.24.11 Costs of payment transfers

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

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

II.24.12 Payments to the coordinator

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

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

II.25.1 Calculation of the final amount

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

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

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

II.25.2 Maximum amount

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

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

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

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

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

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

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

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

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

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

II.25.4 Reduction for poor, partial or late implementation

Without prejudice to the right to terminate the Agreement referred to in Article II.16 and without prejudice to the right of the Agency to apply penalties referred to in Article II.17, if the action is not implemented or is implemented poorly, partially or late, the Agency may reduce the grant initially

provided for, in line with the actual implementation of the action according to the terms laid down in the Agreement.

ARTICLE II.26 – RECOVERY

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

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

II.26.2 Recovery after payment of the balance

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

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

II.26.3 Recovery procedure

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

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

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

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

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

II.26.4 Interest on late payment

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

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

II.26.5 Bank charges

Bank charges incurred in connection with the recovery of the sums owed to the Agency and/or the Commission shall be borne by the beneficiary concerned except where Directive 2007/64/EC of the European Parliament and of the Council of 13 November 2007 on payment services in the internal market amending Directives 97/7/EC, 2002/65/EC, 2005/60/EC and 2006/48/EC and repealing Directive 97/5/EC applies.

ARTICLE II.27 – CHECKS, AUDITS AND EVALUATION

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

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

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

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

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

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

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

II.27.2 Duty to keep documents

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

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

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

II.27.3 Obligation to provide information

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

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

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

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

II.27.4 On-the-spot visits

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

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

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

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

II.27.5 Contradictory audit procedure

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



II.27.6 Effects of audit findings

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

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

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

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

- (a) the beneficiary is found, on the basis of an audit of other grants awarded to it under similar conditions, to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on this grant; and
- (b) the final audit report containing the findings of the systemic or recurrent errors, irregularities, fraud or breach of obligations is received by the beneficiary within the period referred to in Article II.27.1.

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

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

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

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

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

The Agency and/or the Commission shall formally notify the extrapolation method to be applied to the beneficiary concerned, which shall have 60 days from the date



of receipt of the notification to submit observations and to propose a duly substantiated alternative method.

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

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

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

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

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

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

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

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

II.27.8 Checks and inspections by OLAF

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

By virtue of Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities and Regulation (EC)



No 1073/1999 of the European Parliament and the Council of 25 May 1999 concerning investigations conducted by the European Anti-Fraud Office (OLAF), OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against fraud and other irregularities.

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

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

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

ANNEX VII

Model financial statement: not applicable



ANNEX VIII

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

As stated in Article I.4.1 of the Grant Agreement an external audit report on the action's financial statement and underlying accounts must be sent with the Final Report (see Annex IV).

You will find as guidance note the template "Audit Certificate on Final Financial Report" on the Tempus website of the Executive Agency:

http://eacea.ec.europa.eu/tempus/beneficiaries/beneficiaries_tempus4_en.php

ANNEX IX

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

