



EUROPEAN COMMISSION
Directorate-General for Education and Culture
Culture and Communication

FRAMEWORK PROGRAMME “CULTURE 2000”
ACTION 2: CULTURAL COOPERATION AGREEMENTS

GRANT AGREEMENT for an ACTION
with a COORDINATOR

AGREEMENT NUMBER - «NO_REF»

«PROG_COD»-«SACT_COD»

The European Community (“the Community”), represented by the Commission of the European Communities (“the Commission”), itself represented for the purposes of signature of this agreement by xxxxxxxx xxxxxxxxxxxx, Director, Directorate-General for Education and Culture

of the one part,

and

«DEMA_NOM_CONT»,

«ADRE_RUE», «ADRE_NUM»
«ADRE_BUILD» «ADRE_BOX»
«DEMA_ST_NAME» - «ADRE_COD_POS» «DEMA_ST_CITY»

(“the co-ordinator”), represented for the purposes of signature of this agreement by «RESI_NOM»

of the other part,

HAVE AGREED

the **Special Conditions, General Conditions** and **Annexes** below:

- | | |
|------------------|--|
| Annex I | Description of the action |
| Annex II | Estimated budget of the action |
| Annex III | Technical implementation reports and financial statements to be submitted, interim (III-1) and final (III-2) |
| Annex IV | Copies of the agreements by which the co-beneficiaries mandate the co-ordinator to represent them |
| Annex V | Specific conditions relating to the action – Publicity obligations |

which form an integral part of this agreement (“the agreement”).

The terms set out in the Special Conditions shall take precedence over those in the other parts of the agreement. The terms of the General Conditions shall take precedence over those in the Annexes.

The co-ordinator has been mandated to sign this agreement by the other organisation(s) listed below (“the co-beneficiaries”):

[full official name]
[official legal form]
[official registration No]
[official address in full]
[VAT number],

[full official name]
[official legal form]
[official registration No]
[official address in full]
[VAT number],

[full official name]
[official legal form]
[official registration No]
[official address in full]
[VAT number],

[full official name]
[official legal form]
[official registration No]
[official address in full]
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[full official name]
[official legal form]
[official registration No]
[official address in full]
[VAT number].

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I - SPECIAL CONDITIONS

ARTICLE I.1 – PURPOSE OF THE GRANT

I.1.1 The Commission has decided to award a grant, under the terms and conditions set out in the Special Conditions, the General Conditions and the Annexes to the agreement, which the co-ordinator and the co-beneficiaries hereby declare that they have taken note of and accept, for the action entitled:

«**PROJ_TIT**» «**PROJ_TIT2**» ("the action").

I.1.2 The co-ordinator and the co-beneficiaries accept the grant and undertake to do everything in their power to carry out the action as described in Annex I, acting on their own responsibility.

ARTICLE I.2 - DURATION

I.2.1 The agreement shall enter into force on the date when the last of the two parties signs.

I.2.2 The action and the period of eligibility of costs shall begin on «**DEDE_DAT_DEB_CON**» and shall end on «**DEDE_DAT_FIN_CON**».

I.2.3 In application of Article I.3.2, the Commission may consider the termination of the Agreement after evaluation of the interim report and financial accounts, should these documents give an indication to the Commission that the implementation of the **action** is not in accordance with the terms of this Agreement and its annexes.

ARTICLE I.3 - FINANCING THE ACTION

I.3.1 The total eligible cost of the action for which the Commission grant is awarded is estimated at EUR «**DEDE_MNT_ELI**», as shown in the estimated budget in Annex II. The estimated budget shall give a detailed breakdown of the costs that are eligible for Community funding under the terms of Article II.14, and of all receipts, so that receipts and costs balance.

I.3.2 Indirect costs are eligible for flat-rate funding of 7% of the total direct costs eligible, subject to the conditions laid down in Article II.14.3.

I.3.3 The Commission shall contribute a maximum of EUR «**DEDE_MNT_PRO**», equivalent to «**PCT_FINANCE**»% of the estimated total eligible costs indicated in paragraph 1. The final amount of the grant shall be determined as specified in Article II.17, without prejudice to Article II.19.

The Community grant may not finance the entire costs of the action. The amounts and sources of co-financing other than from Community funds shall be set out in the estimated budget referred to in paragraph 1.

I.3.4 By way of derogation from Article II.13, the co-ordinator may, in agreement with the co-beneficiaries, when carrying out the action, adjust the estimated budget by transfers between items of eligible costs, provided that this adjustment of expenditure does not affect implementation of the action and the transfer between items does not exceed 10% of the amount of each item of estimated eligible costs for which the transfer is intended, and without exceeding the total eligible costs indicated in paragraph 1. He shall inform the Commission in writing.

ARTICLE I.4 - PAYMENT ARRANGEMENTS

I.4.1 Pre-financing:

Within 45 days of the date when the last of the two parties signs the agreement, a pre-financing payment representing **50%** of the amount specified in Article I.3.3 shall be made to the co-ordinator.

I.4.2 Further pre-financing payments:

The pre-financing payment may be divided into several instalments. In this case, a new pre-financing instalment may only be paid when at least 70% of the preceding pre-financing instalment representing 50% of the amount specified in Article I.3.3 has been spent.

Any request for a new pre-financing payment must be accompanied by the documents mentioned in article II.15.2 (and by a report on the state of progress of the action).

Within 45 days of the date of receipt by the Commission of the request for a new pre-financing payment, accompanied by the documents mentioned in the preceding paragraph, a new pre-financing payment representing **30%** of the amount mentioned in article I.3.3 shall be made to the beneficiary.

I.4.3 Interim payment:

Not applicable

I.4.4 Payment of the balance

The request for payment of the balance shall be accompanied by the final technical implementation report and financial statement specified in Article II.15.4. The Commission shall have 45 days to approve or reject the documents in question or to request additional supporting documents or information under the procedure laid down in Article II.15.4. In that case the co-ordinator shall have 30 days to submit the additional information or new documents requested.

A payment representing the balance of the grant determined in accordance with Article II.17 shall be made to the beneficiary within 45 days following approval by the Commission of the technical implementation report accompanying the request for payment of the balance. The Commission may suspend the period for payment in accordance with the procedure in Article II.16.2.

ARTICLE I.5 - SUBMISSION OF REPORTS AND OTHER DOCUMENTS

The provisions relating to the submission of the technical implementation reports, financial statements and other documents referred to in Article I.4 are contained in Annex III.

The technical and financial implementation reports and other documents referred to in Article I.4 must be submitted in two copies by the following deadline:

- Interim report: at the latest by **«DEDE DAT DOC INT1»**;
- Final report: within 2 months following the closing date of the action specified in Article I.2.2, covering the period of eligibility of costs

ARTICLE I.6 - BANK ACCOUNT

Payments shall be made to the co-ordinator's bank account or sub-account denominated in euro, as indicated below:

«DEST_BAN_NOM»
«DEST_BAN_RUE», «DEST_BAN_NUM_BAT»
«DEMA_ST_NAME» - «DEST_BAN_COD_POS» «DEST_BAN_VIL»
Account holder: «DEST_NOM»
Full account number (including bank codes): «DEST_NUM_COM»
IBAN account code: «DEST_IBAN_CD»

This account or sub-account must identify the payments made by the Commission. If the funds paid to this account yield interest or equivalent benefits under the law of the State on whose territory the account is opened, such interest or benefits shall, if they are generated by pre-financing payments, be recovered by the Commission as specified in Article II.16.4.

Changes to the bank references will only be accepted in highly exceptional circumstances and on the basis of a duly justified request.

ARTICLE I.7 - GENERAL ADMINISTRATIVE PROVISIONS

Any communication in connection with this agreement shall be in writing, indicating the number of the agreement, and shall be sent to the following addresses:

For the Commission:

Requests for payment, technical reports and other financial information must be addressed to:

European Commission
Directorate-General for Education and Culture
Unit «DEFU_UNOP»
To the attention of «GEST_NOM»
Office : «CHEF_UNOP_BAT», «CHEF_UNOP_ETA»/«CHEF_UNOP_BUR»
B - 1049 Brussels

Ordinary mail shall be considered to have been received by the Commission on the date on which it is formally registered by the Commission unit responsible referred to above.

For the co-ordinator:

«DEMA_NOM_CONT»
To the attention of «REPR_NOM» «REPR_PRE»
«ADRE_RUE», «ADRE_NUM»
«ADRE_BUILD» «ADRE_BOX»
«DEMA_ST_NAME» - «ADRE_COD_POS» «DEMA_ST_CITY»

Any communication from the Commission to the co-ordinator and/or the co-beneficiaries and vice-versa shall be made via the co-ordinator.

ARTICLE I.8 - LAW APPLICABLE AND COMPETENT COURT

The grant is governed by the terms of the agreement, the Community rules applicable and, on a subsidiary basis, by the law of Belgium relating to grants.

The co-ordinator may bring legal proceedings regarding decisions by the Commission concerning the application of the provisions of the agreement and the arrangements for implementing it, before the Court of First Instance of the European Communities and, in the event of appeal, the Court of Justice of the European Communities.

ARTICLE I.9 – DATA PROTECTION

All personal data contained in the agreement shall be processed in accordance with Regulation (EC) No 45/2001 of the European Parliament and of the Council 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 solely in connection with the implementation and follow-up of the agreement by DG EAC, without prejudice to the possibility of passing the data to the bodies responsible for inspection and audit in accordance with Community legislation.

Co-ordinator and co-beneficiaries may, on written request, gain access to their personal data and correct any information that is inaccurate or incomplete. They should address any questions regarding the processing of their personal data to DG EAC. Beneficiaries may lodge a complaint against the processing of their personal data with the European Data Protection Supervisor at any time.

ARTICLE I.10 – ROLE OF THE CO-ORDINATOR AND THE CO-BENEFICIARIES

I.10.1 The co-ordinator shall:

- a) have full responsibility for ensuring that the project is implemented in accordance with this agreement. The co-ordinator shall be officially mandated by the co-beneficiaries to take this responsibility. Copies of these mandates shall be annexed to this agreement and shall form an integral part of the agreement;
- b) be the intermediary for all communication between the co-beneficiaries and the Commission in accordance with Article I.7. Any claims that the Commission might have in respect of this agreement shall be addressed to, and answered by, the co-ordinator;
- c) be responsible for supplying all documents and information to the Commission which may be required under this agreement. The co-ordinator shall not delegate any part of this task to the co-beneficiaries or

- d) to any other party. Where information from the co-beneficiaries is required, the co-ordinator shall be responsible for obtaining and verifying this information and for passing it on to the Commission;
- e) request and receive, on behalf of the co-beneficiaries, all payments made by the Commission to the bank account referred to in paragraph 1 of Article I.6 and distribute the Community financial contribution between co-beneficiaries in accordance with this agreement, the estimated eligible costs as foreseen in Annex II, and the actual costs incurred. The co-ordinator shall ensure that all the appropriate payments are made to co-beneficiaries without unjustified delay in accordance with paragraph 3 of Article I.6;
- f) inform the Commission of the distribution of the Community financial contribution between co-beneficiaries and of the date of transfer;
- g) be responsible, in the event of audits, checks or evaluations, as described in Articles II.19 and II.6, for providing all the necessary documents, including the accounts of the co-beneficiaries and the original accounting documents. The co-ordinator shall therefore have an agreement with the co-beneficiaries by which these documents can be provided at short notice if necessary;
- h) inform the co-beneficiaries of any event of which the co-ordinator is aware that is liable to substantially affect the implementation of the action;
- i) inform the Commission of transfers between items of eligible costs, as provided in Article I.3.4;
- j) shall keep duly signed original copies of sub-contracts, if any have been concluded by him and/or the co-beneficiaries in accordance with Article II.9.

I.10.2 The co-beneficiaries shall:

- a) agree upon appropriate arrangements between themselves for the proper performance of the action;
- b) forward to the co-ordinator the data needed to draw up the reports, financial statements and other documents provided for in this agreement including its Annexes;
- c) ensure that all information to be provided to the Commission is sent via the co-ordinator;
- d) inform the co-ordinator immediately of any event liable to substantially affect or delay the implementation of the action of which they are aware;
- e) take part in meetings concerning the monitoring and evaluation of the action which are relevant to them.

I.10.3 In accordance with Article II.14, costs incurred by the co-ordinator and duly recorded in the co-ordinator's accounts, or by any of the co-beneficiaries, and duly recorded in the accounts of the relevant co-beneficiary, shall be eligible insofar as they comply with the other rules set out in Article II.14 and in the other articles of this agreement. Costs incurred by any organisation other than the co-ordinator or the co-beneficiaries, or costs not recorded in the accounts of either the co-ordinator or the co-beneficiaries, shall not be eligible.

ARTICLE I.11 – SPECIFIC TERMS AND CONDITIONS APPLYING TO THE OPERATION

- I.11.1 No reimbursement of travel expenses or subsistence allowances will be made either to Commission representatives or personnel from Technical Assistance Offices to the Commission with regard to this Agreement.
- I.11.2 Any request for amendment made by the co-ordinator in agreement with the co-beneficiaries must be duly justified and received by the Commission at the latest **60 days before the end of the eligibility period referred to in Article I.2.2.**

II - GENERAL CONDITIONS

PART A: LEGAL AND ADMINISTRATIVE PROVISIONS

ARTICLE II.1 - LIABILITY

- II.1.1 The co-ordinator and the co-beneficiaries shall have sole responsibility for complying with any legal obligations incumbent on them.
- II.1.2 The Commission shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to any damage caused during the action's execution. Consequently, the Commission will not entertain any request for indemnity or reimbursement accompanying any such claim.
- II.1.3 Except in cases of force majeure, the co-ordinator shall make good any damage sustained by the Commission as a result of the execution or faulty execution of the action.
- II.1.4 The co-ordinator and the co-beneficiaries shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the action is being carried out.

ARTICLE II.2 - CONFLICT OF INTERESTS

The co-ordinator and the co-beneficiaries undertake to take all the necessary measures to prevent any risk of conflicts of interests which could affect the impartial and objective performance of the agreement. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.

Any situation constituting or likely to lead to a conflict of interests during the performance of the agreement must be brought to the attention of the Commission, in writing, without delay. The co-ordinator and the co-beneficiaries shall undertake to take whatever steps are necessary to rectify this situation at once. The Commission reserves the right to check that the measures taken are appropriate and may demand that the co-ordinator take additional measures, if necessary, within a certain time.

ARTICLE II.3 - OWNERSHIP/USE OF THE RESULTS

- II.3.1 Unless stipulated otherwise in this 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 co-ordinator and the co-beneficiaries.
- II.3.2 Without prejudice to paragraph 1, the co-ordinator and the co-beneficiaries grant the Commission the right to make free use of the results of the action as it deems fit, provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights.

ARTICLE II.4 - CONFIDENTIALITY

The Commission and the co-ordinator and the co-beneficiaries undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the action.

ARTICLE II.5 - PUBLICITY

- II.5.1 Unless the Commission requests otherwise, any communication or publication by the co-ordinator and the co-beneficiaries about the action, including at a conference or seminar, shall indicate that the action has received funding from the Community.

Any communication or publication by the co-ordinator and the co-beneficiaries, in any form and medium, shall indicate that sole responsibility lies with the author and that the Commission is not responsible for any use that may be made of the information contained therein.

- II.5.2 The co-ordinator and the co-beneficiaries authorises the Commission to publish the following information in any form and medium, including via the Internet:
- the co-ordinator and the co-beneficiaries' names and addresses,
 - the subject and purpose of the grant,
 - the amount granted and the proportion of the action's total cost covered by the funding.

Upon a reasoned and duly substantiated request by the co-ordinator, the Commission may agree to forgo such publicity if disclosure of the information indicated above would risk compromising the co-ordinator's or a co-beneficiary's security or prejudicing their commercial interests.

ARTICLE II.6 - EVALUATION

Whenever the Commission carries out an interim or final evaluation of the action's impact measured against the objectives of the Community programme concerned, the co-ordinator and the co-beneficiaries undertake to make available to the Commission and/or persons authorised by it all such documents or information as will allow the evaluation to be successfully completed and to give them the rights of access specified in Article II.19.

ARTICLE II.7 - SUSPENSION

- II.7.1 The co-ordinator may suspend implementation of the action if exceptional circumstances make this impossible or excessively difficult, notably in the event of force majeure. He shall inform the Commission without delay, giving all the necessary reasons and details and the foreseeable date of resumption.
- II.7.2 If the Commission does not terminate the agreement under Article II.11.2, the co-ordinator and the co-beneficiaries shall resume implementation once circumstances allow and shall inform the Commission accordingly. The duration of the action shall be extended by a period equivalent to the length of the suspension. In accordance with Article II.13, a supplementary written agreement shall be concluded to extend the duration of the action and to make any amendments that may be necessary to adapt the action to the new implementing conditions.

ARTICLE II.8 - FORCE MAJEURE

- II.8.1 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 this agreement, was not attributable to error or negligence on their part, and proves insurmountable in spite of all due diligence. Defects in equipment or material or delays in making them available (unless due to force majeure), labour disputes, strikes or financial difficulties cannot be invoked as force majeure by the defaulting party.
- II.8.2 A party faced with force majeure shall inform the other party without delay by registered letter with advice of delivery or equivalent, stating the nature, probable duration and foreseeable effects.
- II.8.3 Neither of the parties shall be held in breach of their obligations under the agreement if they are prevented from fulfilling them by force majeure. The parties shall make every effort to minimise any damage due to force majeure.
- II.8.4 The action may be suspended in accordance with Article II.7.

ARTICLE II.9 – PROCUREMENT

- II.9.1 If procurement has to be undertaken by the co-ordinator and the co-beneficiaries in order to be able to carry out the action, and such procurement constitutes costs of the action under an item of eligible direct costs in the estimated budget, the co-ordinator and the co-beneficiaries are obliged to ensure that competition takes place among the potential suppliers and to award the contract to the economically most advantageous offer, that is to say, that which provides the best value for money. In doing so, the co-ordinator and the co-beneficiaries shall observe the principles of transparency and equal treatment of potential contractors and shall take care to avoid any conflict of interests.

II.9.2 Recourse to procurement as referred to in II.9.1 is possible only in the following cases:

- a) only the execution of a limited part of the action may be concerned;
- b) recourse to the procurement must be justified having regard to the nature of the action and what is necessary for its implementation;
- c) the tasks concerned must be set out in Annex I and the corresponding estimated costs must be set out in detail in the budget in Annex II;
- d) any recourse to procurement while the action is under way, if not provided for in the initial grant application, shall be subject to prior written authorisation by the Commission;
- e) the co-ordinator and the co-beneficiaries shall retain sole responsibility for carrying out the action and for compliance with the provisions of the agreement. The co-ordinator and the co-beneficiaries must undertake to make the necessary arrangements to ensure that the contractor waives all rights in respect of the Commission under the agreement;
- f) the co-ordinator and the co-beneficiaries must undertake to ensure that the conditions applicable to them under Articles II.1, II.2, II.3, II.4, II.5, II.6, II.10 and II.19 of the agreement are also applicable to the contractor.

ARTICLE II.10 - ASSIGNMENT

Claims against the Commission may not be transferred

In exceptional circumstances, where the situation warrants it, the Commission may authorise the assignment to a third party of the agreement and payments flowing from it following a written request to that effect, giving reasons, from the co-ordinator, in agreement with the co-beneficiaries. If the Commission agrees, it must make its agreement known in writing before the proposed assignment takes place. In the absence of the above authorisation, or in the event of failure to observe the terms thereof, the assignment shall not be enforceable against and shall have no effect on the Commission.

In no circumstances shall such an assignment release the co-ordinator from his obligations to the Commission.

ARTICLE II.11 – TERMINATION OF THE AGREEMENT

II.11.1 Termination by the co-ordinator

In duly justified cases, the co-ordinator, in agreement with the co-beneficiaries, may withdraw his request for a grant and terminate the agreement at any time by giving 60 days' written notice stating the reasons, without being required to furnish any indemnity on this account. If no reasons are given or if the Commission does not accept the reasons, the co-ordinator shall be deemed to have terminated this agreement improperly, with the consequences set out in the third subparagraph of paragraph 4.

II.11.2 Termination of the participation of a co-beneficiary

Any co-beneficiary may request the termination of its participation in the agreement. The request must be submitted by the co-ordinator in accordance with article I.7.3 by giving to the Commission 60 days' written notice stating the reasons.

Termination of the participation of the co-beneficiary shall take effect on the date of Commission's approval.

II.11.3 Termination by the Commission

The Commission may decide to terminate the agreement or the participation of a co-beneficiary, without any indemnity on its part, in the following circumstances:

- a) in the event of a legal, financial, technical, organisational or auditing change in the co-ordinator or a co-beneficiary's situation that is liable to affect the agreement substantially or to call into question the decision to award the grant;
- b) if the co-ordinator or a co-beneficiary fails to fulfil a substantial obligation incumbent on him under the terms of the agreement, including its annexes;
- c) in the event of force majeure, notified in accordance with Article II.8, or if the action has been suspended as a result of exceptional circumstances, notified in accordance with Article II.7;
- d) if the co-ordinator or a co-beneficiary is declared bankrupt, is being wound up or is the subject of any other similar proceedings;
- e) if the co-ordinator or a co-beneficiary is found guilty of an offence involving his professional conduct by a judgment having the force of res judicata or if he is guilty of grave professional misconduct proven by any justified means;
- f) if the co-ordinator is guilty of misrepresentation or submits reports inconsistent with reality to obtain the grant provided for in the agreement;
- g) if the co-ordinator or a co-beneficiary has intentionally or by negligence committed a substantial irregularity in performing the agreement or in the event of fraud, corruption or any other illegal activity on the part of the co-ordinator or a co-beneficiary to the detriment of the European Communities' financial interests. A substantial irregularity consists of any infringement of a provision of an agreement or regulation resulting from an act or an omission on the part of the co-ordinator or a co-beneficiary which causes or might cause a loss to the Community budget.

II.11.4 Termination procedure

The procedure is initiated by registered letter with advice of delivery or equivalent.

In the cases referred to in points (a), (b) and (d) of paragraph 2, the co-ordinator shall have 30 days to submit his observations and take any measures necessary to ensure continued fulfilment of his obligations under the agreement. If the Commission fails to confirm acceptance of these observations by giving written approval within 30 days of receiving them, the procedure shall continue to run.

Where notice is given, termination shall take effect at the end of the period of notice, which shall start to run from the date when notification of the Commission's decision to terminate the agreement is received.

If notice is not given in the cases referred to in points (c), (e), (f) and (g) of paragraph 2, termination shall take effect from the day following the date on which notification of the Commission's decision to terminate the agreement is received.

II.11.5 Effects of termination

In the event of termination of the agreement, payments by the Commission shall be limited to the eligible costs actually incurred by the co-ordinator and the co-beneficiaries up to the date when termination takes effect, in accordance with Article II.17. Costs relating to current commitments that are not due to be executed until after termination shall not be taken into account.

The co-ordinator shall have 60 days from the date when termination takes effect, as notified by the Commission, to produce a request for final payment in accordance with Article II.15.4. If no request for final payment is received within this time limit, the Commission shall not reimburse the expenditure incurred by the co-ordinator and the co-beneficiaries up to the date of termination and it shall recover any amount if its use is not substantiated by the technical implementation reports and financial statements approved by the Commission.

In the event of termination of the participation of a co-beneficiary, only those eligible costs actually incurred by the co-beneficiary up to the date when termination of its participation takes effect, in

accordance with Article II.17 shall be considered eligible. Costs relating to current commitments that were not due to be executed until after termination shall not be taken into account.

By way of exception, at the end of the period of notice referred to in paragraph 3, where the Commission is terminating the agreement on the grounds that the co-ordinator has failed to produce the final technical implementation report and financial statement within the deadline stipulated in Article I.5 and the co-ordinator has still not complied with this obligation within two months following the written reminder sent by the Commission by registered letter with advice of delivery or equivalent, the Commission shall not reimburse the expenditure incurred by the co-ordinator and the co-beneficiaries up to the date on which the action ended and it shall recover any amount if its use is not substantiated by the technical implementation reports and financial statements approved by the Commission.

By way of exception, in the event of improper termination by the co-ordinator or termination by the Commission on the grounds set out in points (e), (f) or (g) of paragraph 2, the Commission may require the partial or total repayment of sums already paid under the agreement on the basis of technical implementation reports and financial statements approved by the Commission, in proportion to the gravity of the failings in question and after allowing the co-ordinator to submit his observations.

ARTICLE II.12 - FINANCIAL PENALTIES

By virtue of the Financial Regulation applicable to the general budget of the European Communities, if the co-ordinator and/or the co-beneficiaries is declared to be in grave breach of his obligations, they shall be liable to financial penalties of between 2% and 10% of the value of the grant in question, with due regard for the principle of proportionality. This rate may be increased to between 4% and 20% in the event of a repeated breach in the five years following the first. The co-ordinator shall be notified in writing of any decision by the Commission to apply such financial penalties.

ARTICLE II.13 - SUPPLEMENTARY AGREEMENTS

- II.13.1 Any amendment to the grant conditions must be the subject of a written supplementary agreement. No oral agreement may bind the parties to this effect.
- II.13.2 The supplementary agreement may not have the purpose or the effect of making changes to the agreement which might call into question the decision awarding the grant or result in unequal treatment of applicants.
- II.13.3 If the request for amendment is made by the co-ordinator in agreement with the co-beneficiaries, he must send it to the Commission in good time before it is due to take effect and at all events one month before the closing date of the action, except in cases duly substantiated by the co-ordinator and accepted by the Commission.

PART B - FINANCIAL PROVISIONS

ARTICLE II.14 - ELIGIBLE COSTS

II.14.1 To be considered as eligible costs of the action, costs must satisfy the following general criteria:

- they must be connected with the subject of the agreement and they must be provided for in the estimated budget annexed to it;
- they must be necessary for performance of the action covered by the agreement;
- they must be reasonable and justified and they must accord with the principles of sound financial management, in particular in terms of value for money and cost-effectiveness;
- they must be generated during the lifetime of the action as specified in Article I.2.2 of the agreement;
- they must be actually incurred by the co-ordinator or the co-beneficiaries, be recorded in their accounts in accordance with the applicable accounting principles, and be declared in accordance with the requirements of the applicable tax and social legislation;
- they must be identifiable and verifiable.

The co-ordinator's or the co-beneficiary's internal accounting and auditing procedures must permit direct reconciliation of the costs and revenue declared in respect of the action with the corresponding accounting statements and supporting documents.

II.14.2 The eligible direct costs for the action are those costs which, with due regard for the conditions of eligibility set out in Article II.14.1, are identifiable as specific costs directly linked to performance of the action and which can therefore be booked to it directly. In particular, the following direct costs are eligible provided that they satisfy the criteria set out in Article II.14.1:

- the cost of staff assigned to the action, comprising actual salaries plus social security charges and other statutory costs included in the remuneration, provided that this does not exceed the average rates corresponding to the co-ordinator's or the relevant co-beneficiary's usual policy on remuneration;
- travel and subsistence allowances for staff taking part in the action, provided that they are in line with the co-ordinator's or the relevant co-beneficiary's usual practices on travel costs or do not exceed the scales approved annually by the Commission;
- the purchase cost of equipment (new or second-hand), provided that it is written off in accordance with the tax and accounting rules applicable to the co-ordinator or the relevant co-beneficiary and generally accepted for items of the same kind. Only the portion of the equipment's depreciation corresponding to the duration of the action and the rate of actual use for the purposes of the action may be taken into account by the Commission, except where the nature and/or the context of its use justifies different treatment by the Commission;
- costs of consumables and supplies, provided that they are identifiable and assigned to the action;
- costs entailed by other contracts awarded by the co-ordinator or the co-beneficiaries for the purposes of carrying out the action, provided that the conditions laid down in Article II.9 are met;
- costs arising directly from requirements imposed by the agreement (dissemination of information, specific evaluation of the action, audits, translations, reproduction, etc.), including the costs of any financial services (especially the cost of financial guarantees);

II.14.3 The eligible indirect costs for the action are those costs which, with due regard for the conditions of eligibility described in Article II.14.1, are not identifiable as specific costs directly linked to performance of the action which can be booked to it directly, but which can be identified and justified by the co-ordinator or the co-beneficiaries using their accounting systems as having been incurred in connection with the eligible direct costs for the action. They may not include any eligible direct costs.

By way of derogation from Article II.14.1, the indirect costs incurred in carrying out the action may be eligible for flat-rate funding fixed at not more than 7% of the total eligible direct costs. If provision is made in Article I.3.2 for flat-rate funding in respect of indirect costs, they need not be supported by accounting documents.

II.14.4 The following costs shall not be considered eligible:

- return on capital;
- debt and debt service charges;
- provisions for losses or potential future liabilities;
- interest owed;
- doubtful debts;
- exchange losses;
- VAT, unless the co-ordinator or the co-beneficiary can show that they are unable to recover it;
- costs declared by the co-ordinator and/or the co-beneficiaries and covered by another action or work programme receiving a Community grant;
- excessive or reckless expenditure.

II.14.5 Contributions in kind shall not constitute eligible costs. However, the Commission can accept, in duly substantiated exceptional cases, that the co-financing of the action referred to in Article I.3.3 should be made up entirely or in part of contributions in kind. In this case, the value calculated for such contributions must not exceed:

- the costs actually borne and duly supported by accounting documents of the third parties who made these contributions to the co-ordinator or the co-beneficiary free of charge but bear the corresponding costs;
- the costs generally accepted on the market in question for the type of contribution concerned when no costs are borne.

Contributions involving buildings shall not be covered by this possibility.

In the case of co-financing in kind, a financial value shall be placed on the contributions and the same amount will be included in the costs of the action as ineligible costs and in receipts from the action as co-financing in kind. The co-ordinator and the co-beneficiaries undertake to obtain these contributions as provided for in the agreement.

II.14.6 By way of derogation from paragraph 3, indirect costs shall not be eligible under a project grant awarded to a co-ordinator who already receives an operating grant from the Commission during the period in question.

ARTICLE II.15 - REQUESTS FOR PAYMENT

Payments shall be made in accordance with Article I.4 of the Special Conditions.

II.15.1 Pre-financing

Pre-financing is intended to provide the co-ordinator with a float.

Where required by the provisions of Article I.4.1 on pre-financing, the co-ordinator shall furnish a financial guarantee from a bank or an approved financial institution established in one of the Member States of the European Union. In exceptional cases, the guarantee may be replaced by a joint and several guarantee provided by a third party.

The guarantor shall stand as first call guarantor and shall not require the Commission to have recourse against the principal debtor (the co-ordinator).

The financial guarantee shall remain in force until final payments by the Commission match the proportion of the total grant accounted for by pre-financing. The Commission undertakes to release the guarantee within 30 days following that date.

II.15.2 Further pre-financing payments

Where pre-financing is divided into several instalments, the co-ordinator may request a further pre-financing payment once he has used up the percentage of the previous payment specified in the provisions of Article I.4.2 on further pre-financing. The request shall be accompanied by the following documents:

- a detailed statement of the eligible costs actually incurred;
- where required by the above-mentioned provisions of Article I.4.2, a financial guarantee in accordance with II.15.1;
- where required by the above-mentioned provisions of Article I.4.2, an external audit report on the action's accounts. The external audit shall be carried out by an independent body or expert officially authorised to carry out audits of accounts;
- any other documents in support of his request that may be required in support of the request for further pre-financing payments.

The documents accompanying the request for payment shall be drawn up in accordance with the relevant provisions in Article I.5 and the annexes.

II.15.3 Interim payments

Interim payments are intended to reimburse the co-ordinator for expenditure on the basis of a detailed statement of the costs incurred, once the action has reached a certain level of completion. It may clear all or part of any pre-financing.

By the appropriate deadline indicated in Article I.5, the co-ordinator shall submit a request for interim payment accompanied by the following documents:

- an interim report on implementation of the action;
- an interim financial statement of the eligible costs actually incurred, following the structure of the estimated budget;
- where required by the provisions of Article I.4.3 on interim payment, an external audit report on the action's accounts. The external audit shall be carried out by an independent body or expert officially authorised to carry out audits of accounts. The purpose of the audit is to certify that the financial documents submitted to the Commission by the co-ordinator comply with the financial provisions of the agreement, that the costs declared are the actual costs, and that all receipts have been declared.

The documents accompanying the request for payment shall be drawn up in accordance with the relevant provisions in Article I.5 and the annexes. If an external audit of the action's accounts is not required, the co-ordinator himself shall certify that the financial documents submitted to the Commission comply with the financial provisions of the agreement, that the costs declared are the actual costs, and that all receipts have been declared.

On receipt of these documents, the Commission shall have the period specified in Article I.4 in order to:

- approve the interim report on implementation of the action;
- ask the co-ordinator for supporting documents or any additional information it deems necessary to allow the approval of the report;
- reject the report and ask for the submission of a new report.

Failing a written reply from the Commission within the time limit for scrutiny indicated above, the report shall be deemed to have been approved. Approval of the report accompanying the request for payment shall not imply recognition of their regularity or of the authenticity, completeness and correctness of the declarations and information they contain.

Requests for additional information or a new report shall be notified to the co-ordinator in writing. The co-ordinator shall have the period laid down in Article I.4 to submit the information or new documents requested.

If additional information is requested, the time limit for scrutiny shall be extended by the time it takes to obtain this information.

Where a report is rejected and a new report requested, the approval procedure described in this article shall apply.

In the event of renewed rejection, the Commission reserves the right to terminate the agreement by invoking Article II.11.2(b).

II.15.4 Payment of the balance

Payment of the balance, which may not be repeated, is made after the end of the action on the basis of the costs actually incurred by the co-ordinator and the co-beneficiaries in carrying out the action. It may take the form of a recovery order where the total amount of earlier payments is greater than the amount of the final grant determined in accordance with Article II.17.

By the appropriate deadline indicated in Article I.5, the co-ordinator shall submit a request for payment of the balance accompanied by the following documents:

- a final report on the implementation of the action;
- a final financial statement of the eligible costs actually incurred, following the structure of the estimated budget;
- a full summary statement of the receipts and expenditure of the action;
- where required by the provisions of Article I.4.3 on payment of the balance, an external audit report on the action's accounts. The external audit shall be carried out by an independent body or expert officially authorised to carry out audits of accounts. The purpose of the audit is to certify that the financial documents submitted to the Commission by the co-ordinator comply with the financial provisions of the agreement, that the costs declared are the actual costs, and that all receipts have been declared.

The documents accompanying the request for payment shall be drawn up in accordance with the provisions of Article I.5 and the annexes. If an external audit of the action's accounts is not required, the co-ordinator himself shall certify that the financial documents submitted to the Commission comply with the financial provisions of the agreement, that the costs declared are the actual costs, and that all receipts have been declared.

On receipt of these documents, the Commission shall have the period specified in Article I.4 in order to:

- approve the final report on implementation of the action;
- ask the co-ordinator for supporting documents or any additional information it deems necessary to allow the approval of the report;
- reject the report and ask for the submission of a new report.

Failing a written reply from the Commission within the time limit for scrutiny indicated above, the report shall be deemed to have been approved. Approval of the report accompanying the request for payment shall not imply recognition of their regularity or of the authenticity, completeness and correctness of the declarations and information they contain.

Requests for additional information or a new report shall be notified to the co-ordinator in writing. The co-ordinator shall have the period laid down in Article I.4 to submit the information or new documents requested.

If additional information is requested, the time limit for scrutiny shall be extended by the time it takes to obtain this information.

Where a report is rejected and a new report requested, the approval procedure described in this article shall apply.

In the event of renewed rejection, the Commission reserves the right to terminate the agreement by invoking Article II.11.2(b).

ARTICLE II.16 -GENERAL PROVISIONS ON PAYMENTS

II.16.1 Payments shall be made by the Commission in euro. Any conversion of actual costs into euro shall be made at the daily rate published in the Official Journal of the European Union or, failing that, at the monthly accounting rate established by the Commission and published on its website applicable on the day when the payment order is issued by the Commission, unless the Special Conditions of the agreement lay down specific provisions.

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

- II.16.2 The Commission may suspend the period for payment laid down in Article I.4 at any time by notifying the co-ordinator that his 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 a suspicion that some of the expenses in the financial statement are not eligible and additional checks are being conducted.

The Commission may also suspend its payments at any time if the co-ordinator or the co-beneficiaries is found or presumed to have infringed the provisions of the agreement, in particular in the wake of the audits and checks provided for in Article II.19.

The Commission shall inform the co-ordinator of any such suspension by registered letter with advice of delivery or equivalent.

Suspension shall take effect on the date when notice is sent by the Commission. The remaining payment period shall start to run again from the date when a properly constituted request for payment is registered, when the supporting documents requested are received, or at the end of the suspension period as notified by the Commission.

- II.16.3 On expiry of the period for payment specified in Article I.4, and without prejudice to paragraph 2 of this Article, the co-ordinator may, within two months following the date of receipt of a late payment, request payment of interest on the late payment at the rate applied by the European Central Bank for its main refinancing operations in euros, plus three and a half points; the reference rate to which the increase applies shall be the rate in force on the first day of the month of the final date for payment, as published in the C series of the Official Journal of the European Union. This provision shall not apply to recipients of a grant which are public authorities of the Member States of the European Union.

Interest on late payment shall cover the period from the final date for payment, exclusive, up to the date of payment as defined in paragraph 1, inclusive. The interest shall not be treated as a receipt for the action for the purposes of determining the final grant within the meaning of Article II.17.4. The suspension of payment by the Commission may not be considered as late payment.

- II.16.4 The co-ordinator shall inform the Commission of the amount of any interest or equivalent benefits yielded by the pre-financing it has received from the Commission. Notification must be made annually if the interest in question represents a significant amount, and in any event when the request is made for interim payment or for payment of the balance that clears the pre-financing. The interest shall not be treated as a receipt for the action within the meaning of Article II.17.4. The Commission shall issue a recovery order in respect of it in accordance with Article II.18.

- II.16.5 The co-ordinator shall have two months from the date of notification by the Commission of the final amount of the grant determining the amount of the payment of the balance or the recovery order pursuant to Article II.17, or failing that of the date on which the payment of the balance was received, to request information in writing on the determination of the final grant, giving reasons for any disagreement. After this time such requests will no longer be considered. The Commission undertakes to reply in writing within two months following the date on which the request for information is received, giving reasons for its reply. This procedure is without prejudice to the co-ordinator's right to appeal against the Commission's decision pursuant to Article I.8. Under the terms of Community legislation in this matter, such appeals must be lodged within two months following the notification of the decision to the applicant or, failing that, following the date on which the applicant learned of the decision.

ARTICLE II.17 - DETERMINING THE FINAL GRANT

- II.17.1 Without prejudice to information obtained subsequently pursuant to Article II.19, the Commission shall adopt the amount of the final payment to be granted to the co-ordinator on the basis of the documents referred to in Article II.15.4 which it has approved.

- II.17.2 The total amount paid to the co-ordinator by the Commission may not in any circumstances exceed the maximum amount of the grant laid down in Article I.3.3, even if the total actual costs eligible exceed the estimated total eligible costs specified in Article I.3.2.
- II.17.3 If the actual eligible costs when the action ends are lower than the estimated total eligible costs, the Commission's contribution shall be limited to the amount obtained by applying the Community grant percentage specified in Article I.3.3 to the actual eligible costs approved by the Commission.
- II.17.4 The co-ordinator and the co-beneficiaries hereby agree that the grant shall be limited to the amount necessary to balance the action's receipts and expenditure and that it may not in any circumstances produce a profit for them.

Profit shall mean any surplus of total actual receipts attributable to the action over the total actual costs of the action. The actual receipts to be taken into account shall be those which have been established, generated or confirmed on the date on which the request for payment of the balance is drawn up by the co-ordinator for financing other than the Community grant, to which shall be added the amount of the grant determined by applying the principles laid down in paragraphs 2 and 3 of this article. For the purposes of this article, only actual costs falling within the categories set out in the estimated budget referred to in Article I.3.1 and contained in Annex II shall be taken into account; non-eligible costs shall always be covered by non-Community resources.

Any surplus determined in this way shall result in a corresponding reduction in the amount of the grant.

- II.17.5 Without prejudice to the right to terminate the agreement under Article II.11, and without prejudice to the right of the Commission to apply the penalties referred to in Article II.12, if the action is not implemented or is implemented poorly, partially or late, the Commission may reduce the grant initially provided for in line with the actual implementation of the action on the terms laid down in this agreement.
- II.17.6 On the basis of the amount of the final payment determined in this way and of the aggregate amount of the payments already made under the terms of the agreement, the Commission shall set the amount of the payment of the balance as being the amount still owing to the co-ordinator. Where the aggregate amount of the payments already made exceeds the amount of the final grant, the Commission shall issue a recovery order for the surplus.

ARTICLE II.18 - RECOVERY

- II.18. If any amount is unduly paid to the co-ordinator or if recovery is justified under the terms of the agreement, the co-ordinator undertakes to repay the Commission the sum in question on whatever terms and by whatever date it may specify, even in cases where he has not been the final recipient of the amount due.
- II.18.2 If the co-ordinator fails to pay by the date set by the Commission, the sum due shall bear interest at the rate indicated in Article II.16.3. Interest on late payment shall cover the period between the date set for payment, exclusive, and the date when the Commission receives full payment of the amount owed, inclusive. This provision shall not apply to recipients of a grant which are public authorities of the Member States of the European Union.

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

- II.18.3 If payment has not been made by the due date, sums owed to the Commission may be recovered directly from the final recipient of the amount due by offsetting them against any sums owed to the co-ordinator, after informing him accordingly by registered letter with advice of delivery or equivalent, or by calling in the financial guarantee provided in accordance with Article II.15.1. The co-ordinator's prior consent shall not be required.
- II.18.4 Bank charges occasioned by the recovery of the sums owed to the Commission shall be borne solely by the co-ordinator.

II.18.5 The co-ordinator understands that under Article 256 of the Treaty establishing the European Community, the Commission may adopt an enforceable decision formally establishing an amount as receivable from persons other than States. An action may be brought against such decision before the Court of First Instance of the European Communities.

ARTICLE II.19 - CHECKS AND AUDITS

II.19.1 The co-ordinator undertakes to provide any detailed information requested by the Commission or by any other outside body authorised by the Commission to check that the action and the provisions of the agreement are being properly implemented.

II.19.2 The co-ordinator and the co-beneficiaries shall keep at the Commission's disposal all original documents, especially accounting and tax records, or, in exceptional and duly justified cases, certified copies of original documents relating to the agreement for a period of five years from the date of payment of the balance specified in Article I.4.

II.19.3 The co-ordinator agrees that the Commission may have an audit of the use made of the grant carried out either directly by its own staff or by any other outside body authorised to do so on its behalf. Such audits may be carried out throughout the period of implementation of the agreement until the balance is paid and for a period of five years from the date of payment of the balance. Where appropriate, the audit findings may lead to recovery decisions by the Commission.

II.19.4 The co-ordinator and the co-beneficiaries undertake to allow Commission staff and outside personnel authorised by the Commission the appropriate right of access to sites and premises where the action is carried out and to all the information, including information in electronic format, needed in order to conduct such audits.

II.19.5 By virtue of Council Regulation (Euratom, EC) No 2185/96 and Regulation (EC) No 1073/1999 of the European Parliament and the Council, the European Anti-Fraud Office (OLAF) may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Community law for the protection of the financial interests of the European Communities against fraud and other irregularities. Where appropriate, the inspection findings may lead to recovery decisions by the Commission.

II.19.6 The European Court of Auditors shall have the same rights as the Commission, notably right of access, as regards checks and audits.

SIGNATURES

For the **Co-ordinator**

For the **Commission**

«RESI_NOM»,
Function:

XXXXXXXXXX XXXXXXXXXXXXXXXX,
Director

Done at _____, Date: .. / .. /

Done at Brussels, Date: .. / .. /

In duplicate in English

AGREEMENT N° «NO_REF»

ANNEX I

DESCRIPTION OF THE ACTION

AGREEMENT N° «NO_REF»

ANNEX II

ESTIMATED BUDGET OF THE ACTION

ANNEX III

TECHNICAL IMPLEMENTATION REPORTS AND FINANCIAL STATEMENTS TO BE SUBMITTED

The implementation and realisation of the operation shall be subject of interim and final report and financial accounts referred to in Articles I.4 and I.5 of the agreement

INTERIM REPORT

The ***interim report*** shall in particular include the following:

- an overall assessment of the results of the project as compared with the initial objectives;
- complete information on the development, progress and achievements of the project including, where appropriate, information on interaction with other projects;
- a summary in English of the main results achieved (no more than 2 pages).

The ***interim financial accounts*** must be submitted in the same format as Annex III-1, stating the amount of actual expenditure for the first contractual period per section of expenditure. **Any other documents or documentation will be rejected.**

The interim report and financial accounts of the operation must be submitted by the co-ordinator to the Commission **at the latest by: «DEDE DAT DOC INT1»**

FINAL REPORT

The co-ordinator shall submit two copies of the final report **within two months of the end of the period of eligibility as specified in Article I.2.2** in one of the official languages of the European Community, as well as, for administrative and financial purposes, a summary in English, or French, or German of the main results achieved, to the address given in Article I.7 of the agreement.

The final report shall comprise two parts:

- Technical implementation report, describing the development, progress and achievements of the action;
- Financial statement giving details of the eligible costs incurred in carrying out the activities in accordance with the conditions set down in this agreement and its annexes.

The final report must include:

- an overall assessment of the results of the project as compared with the initial objectives;
- complete information on the development, progress and achievements of the project including, where appropriate, information on interaction with other projects;
- qualitative evaluation of the execution of all tasks mentioned in Annex I;
- list of main activities;
- list of conferences, seminars, meetings, trainings etc., number of participants etc.;
- indication of trips made, visits etc. and their objectives;
- two copies of all published material;
- two copies of the “Final Financial Statement” in accordance with the model attached herewith;
- a full summary statement (e.g. “List of invoices”) of the receipts and expenditure recorded in the co-ordinator’s and any co-beneficiary’s accounts for the period of eligibility covered by the agreement in accordance with the model attached herewith.

The financial information the final report contains shall always be given in euros.

The final financial statement will be established **solely on the basis of Annex III-2. Any other presentation will be rejected.**

ANNEX IV

MANDATE

[full official name]

[official legal form]

[official registration No]

[official address in full]

[VAT number],

(“the co-beneficiary”), represented for the purposes of signature of this mandate by [name, forename and function]

of the one part,

and

«DEMA_NOM_CONT»,

«ADRE_RUE», «ADRE_NUM»

«ADRE_BUILD» «ADRE_BOX»

«DEMA_ST_NAME» - «ADRE_COD_POS» «DEMA_ST_CITY»

(“the co-ordinator”), represented for the purposes of signature of this agreement by «RESI_NOM»

HAVE AGREED

For the purposes of the implementation of the agreement number

«NO_REF» «PROG_COD»-«SACT_COD»

between the European Commission and the co-ordinator,

The following:

1. The co-beneficiary grants power of attorney to the co-ordinator, to act in its name and for its account in signing the above-mentioned agreement with the European Commission and its subsequent amendments. Accordingly, the co-beneficiary hereby mandates the co-ordinator to take full legal responsibility for the implementation of the above agreement with the European Commission.
2. The co-beneficiary hereby confirms having taken careful note of all the provisions of the above agreement with the European Commission, in particular of all provisions affecting the co-beneficiary and the co-ordinator.
3. The co-beneficiary hereby undertakes to do everything in his power to carry out the action as described in Annex I of the above agreement, acting on his own responsibility.
4. The co-beneficiary hereby agrees to do everything in his power help the co-ordinator fulfil the co-ordinator's obligations under the above agreement.
5. In particular, in accordance with Article I.10 of the above agreement, the co-beneficiary hereby agrees to provide to the co-ordinator whatever documents or information may be required, as soon as possible after receiving the request from the co-ordinator.

6. The co-beneficiary acknowledges that, by virtue of this mandate, the co-ordinator alone is entitled to receive the funds from the Commission and distribute the amounts corresponding to its participation in the project as laid down in articles I.6.3 and I.10.1.d) of the agreement and as specified in Annex II.
7. The provisions of the above agreement, including this mandate, shall take precedence over any other agreement between the co-beneficiary and the co-ordinator, which may have an effect on the implementation of the above agreement between the co-ordinator and the Commission.
8. A copy of this mandate shall be annexed to the above agreement and shall form an integral part of it.

SIGNATURES

For the **co-beneficiary**

For the **co-ordinator**

[name/forename]
Function:

«RESI_NOM»,
Function:

Done at _____, Date:/.. /.....

Done at _____, Date:/.. /.....

In duplicate in English

ANNEX V

SPECIFIC CONDITIONS RELATING TO THE ACTION PUBLICITY OBLIGATIONS

ARTICLE V.1 – OBLIGATIONS OF THE CO-ORDINATOR AND CO-BENEFICIARIES

V.1.1 Information requirements

The co-ordinator and co-beneficiaries shall inform the public, press and media of the action (internet included); which must, in conformity with Article II.5 of the Agreement, visibly indicate:

“With the support of the Culture 2000 programme of the European Union This publication [communication] reflects the views only of the author, and the Commission cannot be held responsible for any use which may be made of the information contained therein.”

The following graphic logos comprising the following shall be used:

- the European emblem (the European flag): on azure field, a circle of 12 gold stars each with five points that do not touch each other. The colours used for the symbol are Pantone reflex blue for the surface of the rectangle and Pantone yellow for the stars. Reproduction in monochrome is permitted; if only black is available, the rectangle should be outlined in black and the stars should be black on a white background. If the only colour is blue (reflex blue), it should be printed at 100 % background with the stars left in white.
- the symbolic image of the bird that represents the Directorate General Education and Culture with the label “Education and Culture”. The colours for the bird in flight are Pantone blue 661 (made from 100% Process Cyan and 80% Process Magenta), for the first point Pantone Red 485 (made from 100% Process Magenta and 100% Process Yellow), for the second point Orange 123 (made from 30% Process Magenta and 100% Process Yellow) and for the third point Pantone Green 347 (made from 100% Process Cyan and 100% Process Yellow). Reproduction in monochrome is permitted. If only black is available, use 100% black for the bird and the first point, 50% for the second point and 75% for the third.

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.

V.1.2 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 paragraph 1.

Authorisation to use the logos implies no right of exclusive use and is limited to this agreement.

As the action is co-financed, the importance given to the above-mentioned publicity must be in proportion with the level of community financing.

ARTICLE V.2 – FAILURE TO MEET PUBLICITY OBLIGATIONS

Failure to meet the requirements set out in Article 1 is considered to be a serious breach of agreement and could result in the cancellation of the funding or part of the funding due at the time.

ARTICLE V.3 – OBLIGATION OF THE COMMISSION

The Commission shall deliver to the co-ordinator the logos described in Article 1.

In this respect, the following WEB-site shall be consulted:

http://europa.eu.int/comm/dgs/education_culture/publ/graphics/agencies/progr_en.html

