



Education, Audiovisual and Culture Executive Agency

Tempus & Bilateral Cooperation with Industrialised Countries

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GRANT AGREEMENT FOR AN ACTION WITH MULTIPLE BENEFICIARIES

AGREEMENT NUMBER – 2013 - 4517 / 001 - 001

Project reference number - 543929-TEMPUS-1-2013-1-LT-TEMPUS-JPGR

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

LITHUANIAN UNIVERSITY OF HEALTH SCIENCES
MICKEVICIAUS, 9,
LT - LT 44307 KAUNAS,

hereinafter referred to as “the coordinator”, represented for the purposes of signature of this Agreement by **Remigijus ZALIUNAS**, 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,

 1 

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 **Modern Information Services for Improvement Study Quality** ("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 967.680,36** 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 1.075.201,06 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: **SEB BANK**

Address of branch: **12, GEDIMINO AVE.,
LT - VILNIUS**

Precise denomination of the account holder: **LITHUANIAN UNIVERSITY OF HEALTH**

Full account number (including bank codes): **IBAN_ONLY**

IBAN code ³: **LT697044060002905364**

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:

Meile KRETAVICIENE
LITHUANIAN UNIVERSITY OF HEALTH SCIENCES
EIVENIU, 6,
LT - LT 50162 KAUNAS

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:2006:210:0082:0093:1_N: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/inforeuro/inforeuro_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
Remigijus ZALIUNAS
Function:

Lietuvos sveikatos mokslų universiteto
rektorius
prof. Remigijus Žaliūnas

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

For the Agency
Klaus HAUPT
Head of Unit

[signature]
Done at Brussels, [date]

17/12/2013

In duplicate in English

Juridinės tarnybos vadovas
Virginijus Kližentis

Žr. pridedamą pastabą.

LSMU Vyriausioji ekonomistė
Elvyra Brazytė

Vyr. buhalterė
Brigita Uržierė

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)

Partners of the Project are seven biggest institutions of higher education in Moldova with total number 47 000 of students. Libraries have near 1,5 million bibliographic records and they are in the printed card catalogues. Any other library processes (acquisitions, cataloguing, serials, circulation, user's service, open access to the library catalogue, interlibrary loan and services) are not computerized, users can access and use library resources during library open time. Due to absence of open public access catalogue (OPAC) it is problematic to find information even in physical library. It isn't any possibilities to implement new services for local and remote users without integrated library information system (LIS). Due to all these reasons study process at universities meets disadvantages to organize in a reliable level. Quick and easy access to study and science literature improves the quality of study, research and scientific communication. The content of libraries funds is different. Due to strong globalization processes and increasingly growing importance of interdisciplinary science works students and scientists often need a resource from the library of other university, but they even does not know if this library even has the resource he/she needs.

Seven higher education institutions see those problems as a big obstacle to science progress and they join as partners in order to solve it. The Project "Modern Information Services for Improvement Study Quality" will meet with the objectives of National Strategy for Information Society – "Electronic Moldova", approved by Government Decision # 255 of March 9, 2005.

In order to support education process and research output results at Moldova universities and to achieve international level of study environment it is necessary to modernize library services, to create new infrastructure of the information system to acquire and install integrated library information system (LIS), that supports international library standards, to create integrated e. Library with union online catalogue and user services. This will enable to share information resources among partner institutions. Information resources have to be searchable and accessible to local and remote users round the clock.

University scholar publications, theses and dissertations, education resources are being issued only in printed format and their metadata are also in printed cards and printed lists because of absence of e-repositories in Moldova universities. It is the essential demand for universities to set up institutional open access e-repositories for archiving of education e-resources and research output. This demand meets EU recommendations for OA policy for research output of higher education and research institutions.

Moldovan universities have access to several information databases (HINARI, EBSCO, etc.) thanks to WHO, Eifl support programmes, however usage of information resources is low because of scarce information literacy skills among students and teachers. According to Bologna Process on information literacy (IL) in Higher Education, students must have appropriate IL skills that ensure their qualitative studies and libraries should take active role in IL teaching and learning, especially information retrieval. EU project partners have experience on IL teaching and they will transfer knowledge and train trainers who will be able to teach IL their students under the curriculum or at the free courses. Acquired IL skills ensure equal Moldovan students abilities to participate in international student exchange programmes,

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enable effective usage of information resources and improve scholar communication internationally.

Target groups of the project are students (~47 000), faculty members, researchers, library staff (414) and society-wide. Project proposal was prepared and based on achieved successful outcomes in Lithuanian Library Consortium's project by creating e-library, e-repository and delivering courses on information literacy. In addition two main partners (LUHS and SUMPh) have signed cooperation agreement by University Rectors.

Implementation of project goals and tasks will benefit development of higher education in Moldova, will improve access to information of students and academic staff around the country. It will improve and diversify the information services provided by university libraries, thus having a positive impact on the quality of higher education in Moldova, and contribute to formation of the highly qualified specialists. Open access to e-repositories and usage of information resources will have positive influence on scholar communication and benefit creation of knowledge society. Society-wide will benefit as it will ensure the newest scientific information closer to it and ensure provision of long life learning. It will benefit to growing Moldovan economy at least.

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)

This project unites the forces and efforts of 13 participants. Seven Moldova Academic Libraries have the same needs, same situation and have the same tasks – to implement Integrated Library System, to create Union Academic Libraries catalogue, to implement institutional e-repositories and like a final goal – creation of Virtual Library of Moldova for students and academic community. Consortium members have wide range of skills and expertise in different areas: research, education, medicine, development of information technologies, computer software, project management, etc. This will enable the consortium to achieve its goals, implement tasks and management plans described in the appropriate sections of this project.

Project applicant Lithuanian University of Health Sciences (LUHS) Library has an experience in managing international projects. As a main partner have participated together with Latvian universities in the Nordic-Baltic programme "Transfer of Knowledge" for a 15 years and has strong relations with EAHIL and LIBER members. LUHS Library staff has experience on implementation of Library Information System, RFID Library system, creation of ETD IS, and e-repository. LUHS has newly built and well organized library where virtual information and education services are provided. This experience ensures to be experts and advisors to modernize Moldovan university libraries, organize information services to academic community, set up e-repositories at Moldovan universities, deliver educational courses on information literacy, implementation and maintenance a LIS for library staff.

Riga Technical University (Latvia) and LUHS together with other partners have participated in UNESCO OA project where Information system for e-thesis and dissertation (ETD) have been created. Both university libraries have implemented the same LIS and are keeping close relations concerning LIS and other professional issues. Riga Technical University has renovated their library and have implemented latest library technologies, virtual services for users and this ensures to be experts and advisors to modernize Moldovan university libraries, organize information services to academic community

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and deliver educational courses on implementation, maintenance and working with LIS for library staff. Both Baltic partners are willing to transfer their knowledge to Moldovan universities and help to implement advanced LIS, set up institutional e-repositories, train library staff to use IT and information resources in their daily work. The positive factor is that all Baltic persons speak in Russian and English languages fluently. It is very important point for communication, as Moldovan partners do not use English language, or use it poorly, but know well Russian.

Debreceni Egyetem University and National Library is a modern library and has implemented new library technologies, has well organized e-repository and has international experience in teaching information literacy. UNIDEB is an active member of the European Association for Health Information & Libraries (EAHIL), members of LIBER.

University of Medicine and Pharmacy in Cluj-Napoca (Romania) is partner from Moldovan EU neighbour state. This partner is well suited because they have the same native language (Romanian), have common history and are neighbour states. Staff of the University of Medicine and Pharmacy will help to adopt Library Information System in Moldova universities, help to translate terms into native language as many university libraries in Romania use adopted commercial LIS. University also have a newly build modern library and will host Moldovan librarians for study tours and workshops, will share knowledge in the field of library automation, user oriented services and user training, acquisition of electronic resources based on consortia at various levels.

State University of Medicine and Pharmacy "N. Testemitanu" as a main partner will be responsible for project coordination in Moldova. Library intends to improve and diversify services provided to students and whole medical community, especially to facilitate access and use health information resources, to set up e-repository and integrate library into libraries network in Moldova. Technical University of Moldova will be responsible for establishing LIS network, maintaining hardware and software, implementation and administration LIS modules (acquisition, cataloguing, circulation, OPAC). Libraries of the Moldova State University, the Academy of Economic Studies of Moldova, the Alecu Russo Balti University, the Chisinau "Ion Creanga" State Pedagogical University, the State Agrarian University of Moldova intend to improve information services provided to students and academic community, get knowledge on working with LIS archiving e-documents to e-repository, educate library users.

National Council of Student Organizations will contribute to identify users' demands and prepare Libraries modernization plan.

Sate University of Medicine and Pharmacy and EU partners "Iuliu Hatieganu" University of Medicine and Pharmacy (Romania), University of Debrecen (UNIDEB), LUHS (Lithuania) are members of EAHIL for a long time and have already good relations with each other, know well their leaders and their competencies. All EU partners are willing to host Moldovan partners in their universities for study tours, workshops and visit Moldovan universities to exchange experience and transfer professional knowledge acquired from Western Europe countries before joining EU. It will help colleagues in Moldova to achieve faster the European level of university libraries.

Project partner libraries benefited under Tempus IV or had a limited participation in the Tempus programme during previous calls for proposals.

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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)

Academic content

Libraries play essential role at the university for academic community supplying necessary information for study and research process. Currently, more than ever, libraries are facing the challenges of increasing user expectations, a diverse and rapidly expanding information universe, and the demand for increased operational efficiency. In order that to meet these challenges, libraries require an infrastructure that enables them to continue offering their services in a constantly evolving environment.

Partners from Moldova form consortium and they acquire integrated library system for all institutions. Integrated Library System provides the information infrastructure that libraries need nowadays, ensuring that academic, research, and national libraries continue to offer staff and users solutions they need to meet their ever-evolving needs. ILS platforms enable library to deliver the experience and services required to keep up with increasing user expectations, to provide extensive self-service options for ordering materials and managing user accounts, enable the library to provide users with a universal solution for the discovery and delivery of all material types regardless of format and location. ILS solutions allow the integration of library data into other user environments, such as university portals and virtual learning systems. Robust multi-language (including non-Latin) capabilities ensure easy and efficient management and discovery of materials in all languages. Integration of ILS will reform essentially universities' libraries, modernize it and transfer to significantly higher level.

The first task is to analyze the current situation and specify the libraries' for IT equipment and networking structure needs and to prepare the network renovation project for libraries' equipment. According to the analysis IT network will be modernized by Moldovan IT specialists under consultations by experts from EU partners.

Group of several library experts from EU countries and Moldova will be responsible for LIS implementation to the Moldovan universities. This group will describe and set software and hardware requirements for LIS, organize the international tender for purchase the LIS software and basic hardware. The outside sub-contractor body for LIS licensing is unavoidable as advanced and sophisticated library systems are created exclusively by large group of highly skilled IT staff of famous universities or by commercial companies.

Quality assurance will be warranted by announcing the international tender for hardware and software (integrated library information system) purchase. Hardware and software requirements must correspond international standards for metadata creation by MARC 21 format, to enable acquisition, cataloguing, circulation, statistics, OPAC, virtual services and support web2,3 technologies.

Project partners' IT specialist group will install the LIS software and configure it according to institutions' needs and under the guidance of LIS supplier technical specification, will load and convert library records to the new system. Libraries' information resources will be integrated into union e-catalogue and library networks. Testing of the system will be performed by Moldovan library IT specialists.

Another group of library specialist will be formed for creation of union/shared catalogue. Consultations, surveillance and

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evaluation will be performed during this activity.

Libraries' staff will be trained to administrate newly installed library system, create metadata, use circulation, statistics and other modules. Training LIS modules will be delivered by staff of Lithuanian University of Health Sciences, Riga Technical University, Debreceni Egyetem and UMF Cluj, depending on which LIS will be purchased. It is planned to prepare 5 training modules: cataloguing, acquisitions, circulation, administration, users' services. Representatives from all partner libraries will take part in all training modules. Approximate number of staff trained is 30 cataloguers, 7 acquisition librarians, 7 LIS administrators, 20 circulation and Inter wise training 120 users' service staff. Training material will be prepared, translated, printed and distributed among participants and on the web. Courses are planned to organize at the Moldovan partner universities according to planned timetable.

Group of experts from EU partners will be responsible for establishment of institutional e-repositories in Moldova for archiving and use of digital documents and objects. According to analysis of e-publishing situation in Moldova, requirements and staff possibilities to administrate e-repository the open-source digital object repository system will be selected and installed. Technical documentation for e-repositories will be prepared and translated into Moldovan language. Transfer of knowledge will be performed from EU partner experts to Moldova IT and library staff during workshop and practical training. It is planned to train 7 IT specialist and 7 librarians who will manage and administrate e-repositories. Guide and procedure for archiving of e-documents will be prepared, printed and published on the web. Quality assurance process will be warranted as institutional e-repositories will be established according to EU guidance and OA policy and the EU standards and protocols will be used.

Information literacy

Information literacy level of academic community depends a lot on library staff professional skills and quality of information services at the library. Up-to-dated professional knowledge and new skills of librarians is an essential factor for successful e-library development and implementation of the project. A full-scale of information literacy programme will be provided to librarians of Moldovan universities.

Training the Trainers

To cope with information explosion and enable effective information usage and management it is necessary to train trainers from Library staff in order they could organize permanent educational courses for students, researchers on new information technologies, effective usage of information resources and information management under the curriculum or free choice bases.

It is planned to analyze a current level of information literacy of Moldovan academic community in order to build up corresponding education programme. The analyze/study will be performed by Council of Student organizations of Moldova together with experts of EU partners.

According to results and outcomes of the analyze/study the education programme for training trainers will be performed. The group of experts from EU partners will be responsible for preparation and training educational programme and training, preparing timetables etc. Educational programme will be build up on hot topics such as usage of modern information technologies&scholar communication, information searching strategy, open access & copyright issues, management of information resources & citing scientific articles and subject information resources. It is planned to prepare 7-8 educational modules of 2-3 academic hours each with practical exercises for training trainers and e-courses for students. These modules could be used further for student and library user training on information literacy under the curriculum and free choice bases. Educational materials will be translated into Moldovan language, printed and published on the web. Educational courses are planned to organize in the EU partner countries. Quality assurance of education programme is warranted by high skills and experience of EU partners organizing educational programmes on information literacy in Baltic universities under the frames of ESF and other international projects.

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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)

Dissemination

A wide variety of dissemination activities will be provided in order to spread information to target groups, partners and to wide national and international community. The special group for dissemination will be formed. It is planned to create the special MISISQ bilingual (English-Romanian) web site, where firstly information on ongoing activities will be posted in regular intervals. LUHS and UMP Cluj partners will be involved in this activities as they best suit because of languages skills. Information about project goals, objectives, activities, and planned results will be published in all partners' university newsletters, in the EAHIL (European Association for Health Information and Libraries), LIBER (European Association of Research Libraries) newsletters, which are being disseminated to all EAHIL and LIBER members. Tempus Phare logo will be placed on the library shared e-catalogue (OPAC) and e-library portal, which will be used by Moldova universities' students and other library users.

It is planned to publish three articles in the international open access journals on the main project activities, results and outcomes in the field of implementation of LIS and creation e-library in Moldova. Another article should be about creation of e-repository and usage of e-documents in Moldova and the third article should be about information literacy and training programme during the project time. Authors should be from EU and Moldova partners, according to their competencies in the mentioned fields.

It is planned to design and publish 100 of large format posters about the project: partners, activities, results, outcomes which will be used to represent MISISQ project at the national and international conferences, workshops and for other kind of dissemination. UMP Cluj and MSU partners could be involved in this activities.

Booklets and leaflets with information on e-Library, e-Repository and e-Training will be designed and published for library users that will be circulated during project workshops, meetings and for universities purposes to guide students and teachers how to use e-library, how to submit e-publication into e-repository, and how to use e-training materials. Tempus Phare logo will be placed also on all educational materials, user guides, etc.

Sustainability

Sustainability of the project and further development will be ensured as implemented LIS is a base for library function and provision of permanent services to students and teachers. Modernization of library services and expanding access to information resources meet the needs of all Moldovan Universities' exploitation plans. After project activities will be over the ownership of hardware and software will belong to Moldovan universities and they will maintain information system by themselves as they have required professional skills and experience acquired during educational courses and practical workshops. After the end of EU funding universities should find some finances to cover annual LIS and Oracle license fee. E-library resources and services will be available to use wide community by internet without extra financing. Institutional e-repositories will operate and be growing by submitting research output without any additional fund. Intellectual Property Rights will be determined by Universities Open Access policy and procedures. Sustainability will be ensured because adding content to e-repository and Open Access will benefit to growing university awareness and visibility internationally.

The base and standard for information literacy will be laid down during project time and training staff will be able to follow IT development and up-to-date course materials by themselves after the project be over.

E-library, e-repository and e-training resources will be available to use by wide community by internet without extra financing.

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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)

Financial coordination will be done by LUHS where the budget affairs of the consortium will be handled by the University Financial Department which has experience in international projects.

The core equipment in the project is software for Library information system which cost is quite high. Average cost of LIS software is calculated according to several main international LIS providers' price for seven Moldovan universities and according to number of publication records, staff and user number at libraries. Expected, that public purchases of international tenders will ensure the best value of money. Meetings, workshops and training courses will be carefully organized simultaneously combining at least 2 activities, guaranteeing that travels are used to maximum effect. For dissemination instead of creating new separate website a special webpage will be used in the already existing university website. Estimated staff working days are rather low, since the MISISQ project's management is time consuming and Moldovan partners (Library staff) haven't enough experience and there are some language problems for communication. Translation cost will be kept at economy level. Budget allocation are calculated and made on the basis of the contribution of the best-suited partner for a given workpackage. Travel and accommodation expense will be organized at the economy level.

All invoices, receipts, cost proofs will be collected and documented.

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3. LOGICAL FRAMEWORK MATRIX – LFM

| | | | |
|---|--|---|---|
| Wider Objective: <ul style="list-style-type: none"> To create e-Library and improve information services that ensure quality study process for MD partner universities which meet changing needs of the IT environment. | Indicators of progress: <ul style="list-style-type: none"> Improved Library facilities for study and research process at MD universities according to international standards | How indicators will be measured: <ul style="list-style-type: none"> Registry at international search engines and databases | |
| Specific Project Objectives: <ul style="list-style-type: none"> DEV1 To install integrated Library Information System (LIS) at MD partner universities with OPAC, acquisition, cataloguing and circulation operations by Dec.2014, maintenance by Dec. 2016 DEV2 To implement institutional e-repositories at MD universities, where study e-materials and university research output be archived and accessed openly by Dec.2015. DEV3 To arise information literacy skills of students and teachers that ensure access and effective usage of information resources by the Dec.2016. | Indicators of progress: <p>DEV1 Improved access and use of information resources for students and teachers and more effective library staff work.</p> <p>DEV2 Cost effective publishing and increasing number of archiving full-text e-books and other media.</p> <p>DEV3 Information Literacy skills among students meets international standards for Higher Education.(Bologna declaration)</p> | How indicators will be measured: <ul style="list-style-type: none"> Library statistics data from integrated LIS Statistics of submitted e-documents to repositories from information system 7 e-repositories are registered at the ROAR (Registry of Open Access Repositories) Satisfaction surveys of trained users | Assumptions & risks: <ul style="list-style-type: none"> Engagement and interest of local stakeholders; Sustained interest of academic community on information access; Risks are due to sophisticated information system that is LIS and coverage of estimated price of equipment; |
| Outputs (tangible) and Outcomes (intangible): <p>DEV1:</p> <ol style="list-style-type: none"> 1.1 Infrastructure plan;Power server purchased and PC network configured at 7 universities 1.2 LIS software package purchased and installed at 7 universities 1.3 LIS guide prepared for staff training; trained 60 persons. <p>DEV2</p> <ol style="list-style-type: none"> 2.1 Plan and technical documentation, 1 package 2.3 Software installed at 7 universities 2.4 User Documentation Kit, 1 package 2.5 Trained 200 students <p>DEV3</p> <ol style="list-style-type: none"> 3.1 Study review of information services, 1 3.2 Education course material - 8 modules <p>QP4</p> <ol style="list-style-type: none"> 4.3, 4.4. Evaluation reports <p>DISS5</p> <ol style="list-style-type: none"> 5.1.Promotional materials (webpage, booklets,posters 5.2 MISISQ presentations <p>MNTG7</p> <ol style="list-style-type: none"> 7.1 Project Management & Coordination plan 7.3 Evaluation reports 7.4 Financial reports | Indicators of progress: <p>DEV1</p> <ul style="list-style-type: none"> Permanently growing number of metadata at the e-Library catalogues Increasing number of information searchers and downloads by students and teachers <p>DEV2</p> <ul style="list-style-type: none"> Permanently growing e-repository content of study and research output Growing open access (OA) to information resources and research results mandates at MD universities Growing MD partner universities international awareness and visibility <p>DEV3</p> <ul style="list-style-type: none"> Increasing number of free educational courses for students Increasing information literacy competences among student and teacher and effective information usage | How indicators will be measured: <ul style="list-style-type: none"> Library service statistics from Information system Register of submitted e-documents to e-repositories Number of trained students Satisfaction surveys | Assumptions & risks: <ul style="list-style-type: none"> E.Library and implemented information services continue be used and required. Risks can be of turning for the worse economic situation for licensing LIS; Risks due to partner availability and ability to achieve assigned tasks. Risks due to partner different skills of international communication, social and economic conditions. |

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| <p>Activities: DEV1</p> <p>1.1.Planning and creation of information infrastructure</p> <p>1.2.LIS configuration, maintaining, data conversion</p> <p>1.3 LIS staff training - 60 persons</p> <p>1.4 Analysing LIS work & service at meeting</p> <p>1.5 Transfer of Practical Knowledge to MD staff</p> <p>DEV2</p> <p>2.1.Planning e-repository services</p> <p>2.2 e-Repository staff training;</p> <p>2.3.Implementing,configuring e-repositories</p> <p>2.4 Preparing user documentation (copyright,etc)</p> <p>2.5 User training (14 courses) and advocacy</p> <p>DEV3</p> <p>3.1.Preparing case study on IL</p> <p>3.2 Preparing course material: 8 modules</p> <p>3.3Training trainees, 30 persons;</p> <p>3.4 Student training ~800 persons.</p> <p>QP</p> <p>4.1 LIS monitoring and testing;</p> <p>4.2 e-Repository monitoring and testing;</p> <p>4.3. Peer-reviewing of educational materials</p> <p>4.4. Evaluation of results</p> <p>DISS</p> <p>5.1. Preparing & publishing promotional material</p> <p>5.2. Organizing project conference</p> <p>EXPL6</p> <p>6.1.Exploitation e.Library & strengthened Consortium;</p> <p>6.2. Exploitation and Sustainability of e-Repositories</p> <p>6.3. Planing Course Material up-to-dates</p> <p>MNTG7</p> <p>7.1.Preparing management plan</p> <p>7.2.Discussing results at the meetings</p> <p>7.3.Writing reports.</p> <p>7.4.Outside audit services</p> | <p>Inputs: DEV1</p> <p>Staff:240 days partner (further P1);110 days P2; 55 days P 3; 85 days P4; 40 days P5-8; 130 days P 9; 30 days P11; 10 days P12; 20 days P10.</p> <p>Mobility: 28 flows PC-EU (avg.4 days each) 16 flows EU-PC (avg.4 days each),12 flows EU-EU (avg.4 days each).</p> <p>Equipment: 1 high power server, LIS package of 4 modules, licences for 50 OPAC users, 30 Staff users; 7 barcode printers, 14 barcode scanners;</p> <p>Printing:250 thous.labels for books; 4000 copies of course materials, 3000 handouts , 2000 LIS user guides.</p> <p>Other: translations 100 pages., interpretations 6 days;</p> <p>DEV2</p> <p>Staff: 100 days P10; 90 days P1; 30daysP11; 20 days P9; 58 days P3; 78 days P2; 68 days P4; 58 days P 5-7; 63 days P8.</p> <p>Mobility: 30 flows PC-EU (avg.4 days each); 10 flows EU-EU (avg. 4 each);</p> <p>Printing: technical doc.1000 copies, training trainees materials-1000, User documentation-1000, user training-1000, OA advocacy brochures 1000;</p> <p>Other costs: interpretation 2 days, translations 100 p.</p> <p>DEV3</p> <p>Staff: 110 days P1; 25 days P 2; 20 days P3; 10 days P 4-8; 41 day P 9; 50 days P11; 20 days P12; 30 days P10.</p> <p>Mobility: 8 flows (avg.4 days each) EU-PC; 4 flows (avg.4 days each) PC-PC;</p> <p>Printing: course materials , handouts -4000 copies</p> <p>Other: Handouts translations -240 pages, interpretations - 4 days.</p> <p>QP</p> <p>Staff:65 days P11; 60 days P 2; 30 days P3-8; 61 day P 9; 10 days P12; 60 days P10; 70 days P1;</p> <p>Printing: 3000 copies,</p> <p>Other: translations - 100 pages.</p> <p>DISS</p> <p>Staff:90 days P11; 140 days P 2; 20 days P3; 10 days P4-8; 40 days P9; 195 days P1; 10 days P12; 40 days P 10.</p> <p>Mobility:17 flows (avg. 4 days each) PC-EU; 28 flows (avg. 4 days each) EU-PC; 6 flows EU-EU; 7 flows PC-PC.</p> <p>Printing: booklets 3000; conference materials 1000; logo - 3000; 200 posters.</p> <p>EXPL</p> <p>Staff:90 days P1; 70 days P 2; 40 days P3-8; 30 days P11; 10 days P 9-10;</p> <p>Printing: 13 copies reports for each partner.</p> <p>MNTG. Staf: 225 days P1; 135 days P2; 50 days P 3-8; 70 days P 9; 100 days P11; 80 days P10.</p> <p>Mobility: 14 flows (avg.3 days) PC-EU; 22 flows (3 days avg.) EU-EU.</p> <p>Printing: 3000 copies.</p> | <p>Assumptions, risks and pre-conditions:</p> <ul style="list-style-type: none"> • Administrative problems in Partner countries; • Language skills; • Interest of Partners staff members in taking part in trainings; • Competences and availability of staff members. |
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ANNEX II

Estimated budget of the action

PROJECT COSTS

| | EUR |
|--|---------------------|
| I STAFF COSTS | 284.496,50 |
| II TRAVEL COSTS AND COSTS OF STAY | 202.164,30 |
| III EQUIPMENT | 297.000,00 |
| IV PRINTING AND PUBLISHING | 46.200,00 |
| V OTHER COSTS | 175.000,00 |
| ELIGIBLE DIRECT COSTS (total I – V) | 1.004.860,80 |
| VI INDIRECT COSTS | 70.340,26 |
| TOTAL ELIGIBLE COSTS (total I – VI) | 1.075.201,06 |

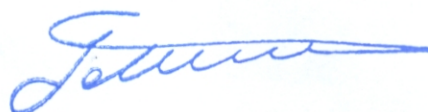
| | |
|---|---------------------|
| PROJECT FINANCE | EUR |
| Tempus grant: includes financing to a maximum of 90% of the total eligible costs (from the EU) | 967.680,36 |
| Co-financing: at least 10% of the total eligible costs (from the partnership's own resources) | 107.520,70 |
| TOTAL PROJECT FINANCE | 1.075.201,06 |



ANNEX III

MANDATES

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



Annex III

Mandate

I, the undersigned,

Academician Grigore Belostecinic, Rector,

representing,

The Academy of Economic Studies of Moldova, AESM

Public institutionⁱ

5987ⁱⁱ

59, Banulescu Bodoni str.

MD-2005, Chisinau, Republic of Moldova

VAT number:

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement **Modern Information Services for Improvement Study Quality, MISISQ** (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

1. Mandate

Lithuanian University of Health Sciences, LUHS

Public institutionⁱⁱⁱ

302536989^{iv}

A.Mickevičiaus str. 9, LT-44307 Kaunas, Lithuania

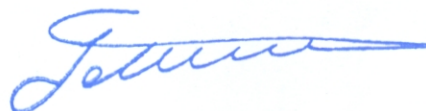
VAT number: LT100005579315

represented by Remigijus Žaliūnas, rector

(Hereinafter referred to as "the coordinator")

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

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



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

I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfil his 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

[Grigore Belostecinic, Rector]



[Signature and stamp]

Done at [Chisinau], [05.03.2013]

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,

Popa Gheorghe, Rector,

representing,

Alecu Russo Balti State University [USARB]

Public Institution, HEIⁱ

official registration No 1007602000972ⁱⁱ

38 Puskin street, MD-3100 Balti

Republic of Moldova

VAT number: n/a

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement **Modern Information Services for Improvement Study Quality, MISISQ** (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

1. Mandate

Lithuanian University of Health Sciences, LUHS

Public institutionⁱⁱⁱ

302536989^{iv}

A.Mickevičiaus str. 9, LT-44307 Kaunas, Lithuania

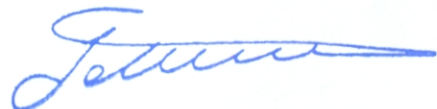
VAT number: LT100005579315

represented by Remigijus Žaliūnas, rector

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

SIGNATURE



Done at [Balti], [05.03.2013]

In triplicate in English

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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,

Professor Dr. Niciolae Chicus, Rector,

representing,

Chisinau "Ion Creanga" State Pedagogical University - ICSPU
Public institutionⁱ
[1007600035769]ⁱⁱ
1, Ion Creanga street
MD-2069, Chisinau, Republic of Moldova
VAT number: not applicable

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement **Modern Information Services for Improvement Study Quality, MISISQ** (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

1. Mandate

Lithuanian University of Health Sciences, LUHS
Public institutionⁱⁱⁱ
302536989^{iv}
A.Mickevičiaus str. 9, LT-44307 Kaunas, Lithuania
VAT number: LT100005579315

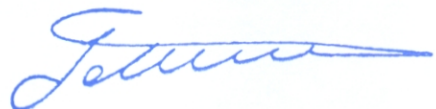
represented by Remigijus Žaliūnas, rector

(Hereinafter referred to as "the coordinator")

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Project Reference Number: 543929-TEMPUS-1-2013-1-LT-TEMPUS-JPGR

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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

[Nicolae Chicus, Rector]

[ 

Done at [Chisinau], [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,

Dr. István Fábián, Rector and Dr. Zoltán Bács, Head of Finance,
representing,

Debreceni Egyetem [UNIDEB]

Public institutionⁱ

21091-1/2008ⁱⁱ

1. Egyetem tér, Debrecen

VAT number: 15329750-2-09

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement **Modern Information Services for Improvement Study Quality, MISISQ** (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

1. Mandate

Lithuanian University of Health Sciences, LUHS

Public institutionⁱⁱⁱ

302536989^{iv}

A.Mickevičiaus str. 9, LT-44307 Kaunas, Lithuania

VAT number: LT100005579315

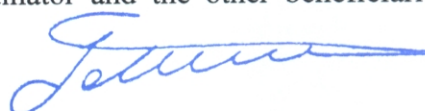
represented by Remigijus Žaliūnas, rector

(Hereinafter referred to as "the coordinator")

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

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

I hereby confirm that the beneficiary accepts all terms and conditions of the grant agreement and, in particular, all provisions affecting the coordinator and the other beneficiaries. In



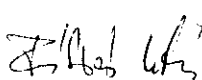
particular, I acknowledge that, by virtue of this mandate, the coordinator alone is entitled to receive funds from the Agency and distribute the amounts corresponding to the beneficiary's participation in the action.

I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfil his 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. István Fábián, Rector



Dr. Zoltán Bács, Head of Finance

[Signature and stamp]

Done at Debrecen, 11th of 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

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

Annex III

Mandate

I, the undersigned,

Alexandru IRIMIE, Rector,

representing,

"Iuliu Hatieganu" Univerity of Medicine and Pharmacy UMF Cluj
Public Institutionⁱ
ii

Str. Emil Isac nr. 13, Cluj-Napoca, Romania
VAT number: 13847788

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement **Modern Information Services for Improvement Study Quality, MISISQ** (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

1. Mandate

Lithuanian University of Health Sciences, LUHS
Public institutionⁱⁱⁱ
302536989^{iv}
A.Mickevičiaus str. 9, LT-44307 Kaunas, Lithuania
VAT number: LT100005579315

represented by Remigijus Žaliūnas, rector

(Hereinafter referred to as "the coordinator")

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

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

I hereby confirm that the beneficiary accepts all terms and conditions of the grant agreement and, in particular, all provisions affecting the coordinator and the other beneficiaries. In



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

SIGNATURE

Alexandru IRIMIE, Rector
"Iuliu Hatieganu" University of Medicine and Pharmacy Cluj-Napoca, Romania

Signature



Done at Cluj-Napoca, 15 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

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

A handwritten signature in blue ink, likely belonging to Alexandru IRIMIE, the Rector of the 'Iuliu Hatieganu' University of Medicine and Pharmacy Cluj-Napoca.

Annex III

Mandate

I, the undersigned,

Dr. Habil. Gheorghe Ciocanu, Rector,

representing,

Moldova State University *MSU*

1006600064263 ⁱⁱ

A.Mateevici str., 60, MD-2009, Chisinau, Republic of Moldova

VAT number:

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement **Modern Information Services for Improvement Study Quality, MISISQ** (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

1. Mandate

Lithuanian University of Health Sciences, LUHS

Public institution ⁱⁱⁱ

302536989 ^{iv}

A.Mickevičiaus str. 9, LT-44307 Kaunas, Lithuania

VAT number: LT100005579315

represented by Remigijus Žaliūnas, rector

(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.

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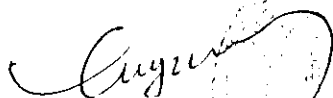
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This mandate shall be annexed to the grant agreement and shall form an integral part thereof.

SIGNATURE

Dr. Habil. Gheorghe Ciocanu, Rector



[Signature and stamp]

Done at Chisinau, 05.03.2013

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,

Cauia Alexandru,

representing,

National Council of Student Organizations from Moldova NCSOM

Non-governmental Organizationⁱ

4182ⁱⁱ

36, Alexandru cel Bun Str.

MD-2004, Chisinau

Republic of Moldova

VAT number: n/a

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement **Modern Information Services for Improvement Study Quality, MISISQ** (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

1. Mandate

Lithuanian University of Health Sciences, LUHS

Public institutionⁱⁱⁱ

302536989^{iv}

A.Mickevičiaus str. 9, LT-44307 Kaunas, Lithuania

VAT number: LT100005579315

represented by Remigijus Žaliūnas, rector

(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.

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

SIGNATURE

Cauia Alexandru, President



Done at Chisinau, 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

A handwritten signature in blue ink is written on the page.

Annex III

Mandate

I, the undersigned,

Leonīds Ribickis, RTU, Rector,

representing,

Riga Technical University, RTU

Public institution ⁱ

3341000709 ⁱⁱ

Kaļķu street 1, Rīga, Latvia, LV- 1658

VAT number: LV-90000068977

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement **Modern Information Services for Improvement Study Quality, MISISQ** (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

1. Mandate

Lithuanian University of Health Sciences, LUHS

Public institution ⁱⁱⁱ

302536989 ^{iv}

A.Mickevičiaus str. 9, LT-44307 Kaunas, Lithuania

VAT number: LT100005579315

represented by Remigijus Žaliūnas, rector

(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.

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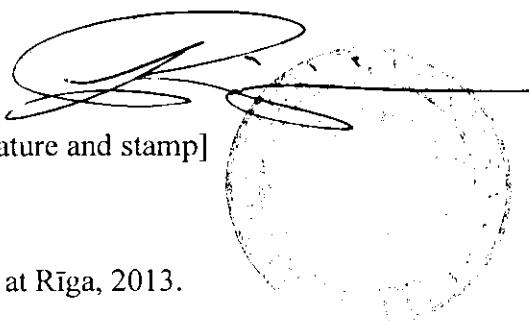
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This mandate shall be annexed to the grant agreement and shall form an integral part thereof.

SIGNATURE

Leonīds Ribickis, RTU, Rector

[Signature and stamp]



Done at Rīga, 2013.

In triplicate in English

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

Annex III

Mandate

I, the undersigned,

Gheorghe Cimpoeș,

representing,

State Agrarian University of Moldova/SAUM/

Public institutionⁱ

[1007600002710]ⁱⁱ

44, Mircești str.

MD-2049, Chisinau, Republic of Moldova

VAT number:

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement **Modern Information Services for Improvement Study Quality, MISISQ** (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

1. Mandate

Lithuanian University of Health Sciences, LUHS

Public institutionⁱⁱⁱ

302536989^{iv}

A. Mickevičiaus str. 9, LT-44307 Kaunas, Lithuania

VAT number: LT100005579315

represented by Remigijus Žaliūnas, rector

(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: 543929-TEMPUS-1-2013-1-LT-TEMPUS-JPGR

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

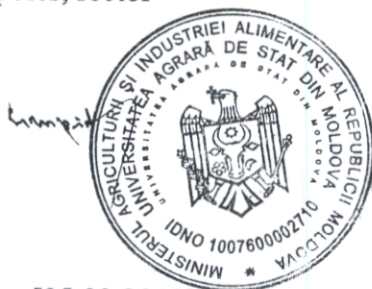
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This mandate shall be annexed to the grant agreement and shall form an integral part thereof.

SIGNATURE

Gheorghe Cimpoies, rector



Done at Chisinau, [05.03.2013]

In triplicate in English

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

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

Annex III

Mandate

I, the undersigned,

Ion Ababii,

representing,

State University of Medicine and Pharmacy "Nicolae Testemitanu" SUMPh

[Public institutionⁱ

1007600000794ⁱⁱ

165, Stefan cel Mare ave., Chisinau, MD-2004, Republic of Moldova

VAT number:

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement **Modern Information Services for Improvement Study Quality, MISISQ** (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

1. Mandate

Lithuanian University of Health Sciences, LUHS

Public institutionⁱⁱⁱ

302536989^{iv}

A.Mickevičiaus str. 9, LT-44307 Kaunas, Lithuania

VAT number: LT100005579315

represented by Remigijus Žaliūnas, Rector

(Hereinafter referred to as "the coordinator")

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SIGNATURE

Ion Ababii, Rector

[Signature and stamp]



Done at Chisinau, 04.05.2013

In triplicate in English

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

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



Annex III

Mandate

I, the undersigned,

Ion Bostan,

representing,

Technical University of Moldova, T.U.M.

Public institutionⁱ

1007600001506ⁱⁱ

168, Stefan cel Mare si Sfanta Ave.

MD-2004, Chisinau, Republic of Moldova

VAT number:

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement **Modern Information Services for Improvement Study Quality, MISISQ** (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

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Lithuanian University of Health Sciences, LUHS

Public institutionⁱⁱⁱ

302536989^{iv}

A.Mickevičiaus str. 9, LT-44307 Kaunas, Lithuania

VAT number: LT100005579315

represented by Remigijus Žaliūnas, rector

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Project Reference Number: 543929-TEMPUS-1-2013-1-LT-TEMPUS-JPGR

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SIGNATURE

Academician Ion Bostan, Rector



[Signature and stamp]

Done at Chisinau, 05.03.2013

In triplicate in English

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

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

ⁱⁱⁱTo 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,

Loretta Handrabura,

representing,

Ministry of Education, Moldova, MEM

Public authority (national)ⁱ

006601000082ⁱⁱ

1, Piata Marii Adunari Nationale

MD-2033 Chisinau, Republic of Moldova

VAT number: n/a

hereinafter referred to as "the beneficiary",

for the purposes of the signature and the implementation of the grant agreement **Modern Information Services for Improvement Study Quality, MISISQ** (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

1. Mandate

Lithuanian University of Health Sciences, LUHS

Public institutionⁱⁱⁱ

302536989^{iv}

A.Mickevičiaus str. 9, LT-44307 Kaunas, Lithuania

VAT number: LT100005579315

represented by Remigijus Žaliūnas, rector

(Hereinafter referred to as "the coordinator")

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

SIGNATURE

Loretta Handrabura, Deputy Minister



Done at Chisinau, 07.03.2013

In triplicate in English

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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

543929-TEMPUS-1-2013-1-LT-TEMPUS-JPGR

| Co-beneficiary Institutions | City | Country |
|--|-------------|----------------|
| Academy of Economic Studies of Moldova | Chisinau | MD |
| Alecu Russo Balti State University | Balti | MD |
| Chisinau "Ion Creanga" State Pedagogical University | Chisinau | MD |
| Debreceni Egyetem | Debrecen | HU |
| "Iuliu Hatieganu" University of Medicine and Pharmacy | Cluj-Napoka | RO |
| Moldova State University | Chisinau | MD |
| National Council of Student Organizations from Moldova | Chisinau | MD |
| Riga Technical University | Riga | LV |
| State Agrarian University of Moldova | Chisinau | MD |
| State University of Medicine and Pharmacy "N. Testemitanu" | Chisinau | MD |
| Technical University of Moldova | Chisinau | MD |
| The Ministry of Education of Moldova | Chisinau | MD |
| Co-ordinator | City | Country |
| Lithuanian University of Health Sciences | Kaunas | LT |



ANNEX VI

General Conditions



ANNEX VI

GENERAL CONDITIONS

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

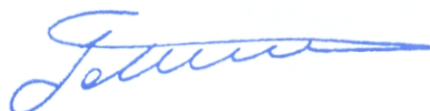
Electronic communications shall be confirmed by an original signed paper version of that communication if requested by any of the parties provided that this request is submitted without unjustified delay. The sender shall send the original signed paper version without unjustified delay.

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.

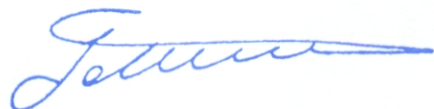
II.12.5 Amendments shall enter into force on the date on which the last party signs or on the date of approval of the request for amendment.
Amendments shall take effect on a date agreed by the parties or, in the absence of such an agreed date, on the date on which the amendment enters into force.

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

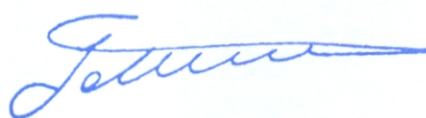
Payments to the coordinator shall discharge the Agency from its payment obligation.

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.

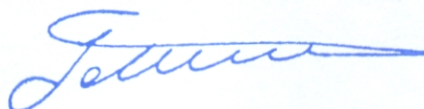
II.26.3 Recovery procedure

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.

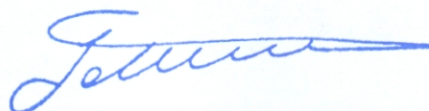
They shall ensure that the information is readily available at the moment of the on-the-spot visit and that information requested is handed over in an appropriate form.

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**





Education, Audiovisual and Culture Executive Agency

Tempus & Bilateral Cooperation with Industrialised Countries

12. 12. 2013
Brussels,
Appfin (2013) 130063156
File code: 2013-4517

Meile KRETAVICIENE
LITHUANIAN UNIVERSITY OF HEALTH SCIENCES
EIVENIU, 6,
LT - LT 50162 KAUNAS

Subject: Project number: 543929-TEMPUS-1-2013-1-LT-TEMPUS-JPGR (2013 - 4517 / 001 - 001)

Dear Sir/Madam,

Thank you for returning the two signed copies of the above mentioned Grant Agreement to us. Please find enclosed your copy duly signed by the Agency.

In addition to your Grant Agreement, we have enclosed a declaration which may be used in order to apply for a VAT exemption when purchasing equipment or services in the framework of your project.

Please note that any further correspondence concerning your project should always quote your project number (mentioned in subject) and should be sent to the following address:

Education, Audiovisual and Culture Executive Agency (EACEA)
Mr Klaus Haupt
Head of Unit P10
BOUR 02/17
1, Avenue du Bourget
1049 Brussels
Belgium

For further information regarding the management of your project, you may also use the following e-mail: EACEA-Tempus-Project-Management@ec.europa.eu or consult the "Guidelines for Use of the Grant" and the "Frequently asked questions" available on the Tempus website: <http://eacea.ec.europa.eu/tempus>.

Wishing you a successful project implementation,

Yours sincerely,

Klaus Haupt
Head of Unit

Enc. Grant Agreement
VAT exemption

Education, Audiovisual and Culture Executive Agency (EACEA) - Unit P10
Office: BOUR 02/17 - B-1049 Brussels - Belgium
Phone: (32-2)299.68.67 - Fax: (32-2) 299.45.30

http://eacea.ec.europa.eu/tempus/index_en.php
E-mail: EACEA-Tempus-Project-Management@ec.europa.eu



Brussels, 12.12.2013

TO WHOM IT MAY CONCERN

The Education, Audiovisual and Culture Executive Agency, acting under powers delegated by the Commission of the European Union, confirms that the EU project 543929-TEMPUS-1-2013-1-LT-TEMPUS-JPGR

Number of the Agreement: 2013-4517

Title: "Modern Information Services for Improvement Study Quality"

having as partners the following consortium members:

- LITHUANIAN UNIVERSITY OF HEALTH SCIENCES (LT)
- ACADEMY OF ECONOMIC STUDIES OF MOLDOVA (MD)
- ALECU RUSSO BALTI STATE UNIVERSITY (MD)
- CHISINAU "ION CREANGA" STATE PEDAGOGICAL UNIVERSITY (MD)
- DEBRECENI EGYETEM (HU)
- "IULIU HATIEGANU" UNIVERSITY OF MEDICINE AND PHARMACY (RO)
- MOLDOVA STATE UNIVERSITY (MD)
- NATIONAL COUNCIL OF STUDENT ORGANIZATIONS FROM MOLDOVA (MD)
- RIGA TECHNICAL UNIVERSITY (LV)
- STATE AGRARIAN UNIVERSITY OF MOLDOVA (MD)
- STATE UNIVERSITY OF MEDICINE AND PHARMACY "N. TESTEMITANU" (MD)
- TECHNICAL UNIVERSITY OF MOLDOVA (MD)
- THE MINISTRY OF EDUCATION OF MOLDOVA (MD)

is awarded a grant in the framework of the Tempus Programme (Trans-European Cooperation Scheme for Higher Education).

Acquisition, delivery and installation of equipment and services provided for the above-mentioned consortium members in the Partner Countries are part of the EU Project 2013-4517.

Within the framework of a Tempus project all equipment purchased and the provision of services **in the Partner Countries** can be exempt from taxes (including VAT), duties and charges, if a Common Framework agreement (Financing agreement in the case of the Partner

Countries in the Western Balkans) has been signed between the European Commission and **the Partner Country**.

The present certificate cannot be used to purchase equipment or services exempt from taxes (including VAT) within the European Union. However, equipment purchased within the EU with a view to being immediately exported to Partner Countries in the framework of the Tempus programme may be exempted from taxes (including VAT), duties and charges in accordance with the normal rules.

A handwritten signature in blue ink, consisting of a large, stylized 'K' followed by a horizontal stroke.

Klaus HAUPT
Head of Unit