



Consortium Agreement and Financial Framework of the Erasmus Mundus Master Course

“European Master in Biorefinery”

2019-2025



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Consortium Agreement concerning an interuniversity programme titled “European Master in Biorefinery (BIOREF)” organised within the Framework of the Erasmus Mundus Master Joint Masters Degrees Programme of the European Union

Partners in this agreement:

1. **Université de Lille, France**, a Scientific, Cultural and Professional Public Institution, National business registration N° 130 023 583 00011, located at 42 rue Paul Duez – 59000 Lille – France, represented by its President, Prof. Jean-Christophe CAMART
2. **Università degli Studi di Bari Aldo Moro, Italy**, represented by its Rector, Prof. Stefano BRONZINI
3. **Politechnika Krakowska im. Tadeusza Kościuszki, Poland**, represented by its Rector, Prof. Jan KAZIOR
4. **Université de Technologie de Troyes, France**, a Scientific, Cultural and Professional Public Institution, National business registration N° 191 010 602, located at 12 Rue Marie Curie, 10300 Troyes – France, represented by its President, Prof. Pierre KOCH

The institutes 1 to 4 are further called “Main Partners” or “Partner Universities”. Jointly they are called “Consortium”.

In addition to Main Partners, Associate Partners are also active within BIOREF. Annex 1, to this agreement provides a list of these Associate Partners fully involved in this project.

Legal Representatives of the Main Partner universities will sign this Consortium Agreement.

This interuniversity agreement is drafted within the framework of the action entitled: “European Master in Biorefinery” (BIOREF in short hereafter).

Article 1: Scope

The purpose of this agreement is to enable multiple Master’s degrees to be awarded in the fields of Chemical engineering (*Inżyniera chemiczna*) in Cracow University of technology (Poland), Sciences , Technologies and Health (*Sciences, Technologies et Santé*) in Troyes (France), Physical and analytical chemistry (*Chimie physique et analytique*) in Lille (France) and Chemical Science and Industrial and Environmental biotechnologies (*Scienze chimiche e Biotecnologie industriali e ambientali*) in Bari (Italy). At Cracow University of Technology it correspond to the Chemical Process Engineering and Chemical technology programmes. At UTT (Troyes) it corresponds with Risques et Environnement (Risks and Environment), at Lille it corresponds with Biorefinery in chemistry master's course and in Bari it corresponds with LM-53 Science and technology of materials, The multiple degrees are awarded in compliance with all state and laws applicable in respective countries.

1.1 Background

The Biorefinery Master Programme is a course that has been jointly developed by the University of Lille (ULILLE) in France, the University of Bari (UNIBA) in Italy, the University of Technology of Troyes (UTT) in France and the Politechnika Krakowska (PK) in Poland. The key personnel involved in the design and the structuring of the Master programme have a long standing collaboration in the frame of EuroBioRef. EuroBioRef, which stands for ‘European Multilevel Integrated Biorefinery Design for Sustainable Biomass Processing’, was a major European R&D project in the field of biomass conversion which came to an end at the end of 2013.

1.2 Objectives of BIOREF

The BIOREF - programme aims to qualify students to a level of excellence in the field of

biomass exploitation to multiple fuels and chemicals in an integrated biorefinery concept.

The objectives of the European Master in Biorefinery (BIOREF) are the following:

- Discipline oriented objectives:
 - Thorough understanding of the basic technical principles of energy conversion
 - Smart uses/choices of dedicated plants/feedstock for target applications
 - Comprehensive knowledge of the technologies for converting and upgrading biomass and biomass-derived feedstock to fuels and chemicals
 - Provision of basic economic/financial, technological, institutional, and administrative knowledge that is necessary for a successful professional career in industry, organizations, governments, and businesses related to biomass conversion

- Transferable Skills objectives:
 - Search for, analyze, and synthesize data and information, using the necessary technologies
 - Plan and manage projects
 - Generate new research ideas
 - Promote free, creative, and constructive thinking
 - Decision-making

- Competences objectives:
 - Practical application of the knowledge
 - Determine the kind of ad-hoc biorefinery needed for a specific area depending on the potential existing or potential bio resources
 - Adjustment to new situations
 - Autonomous work

Students will be trained in at least two institutions in three different European countries within the BIOREF consortium which consists of four (04) partner universities from three (03) European countries and associated partners from all over the world.

The BIOREF consortium members are connected to the Eurobioref network, which clearly demonstrated the lack of specialized, high level workforce in the field of biorefineries, the logical continuation was the education of skilled individuals who would be able to interact and work in such new biomass-based industries.

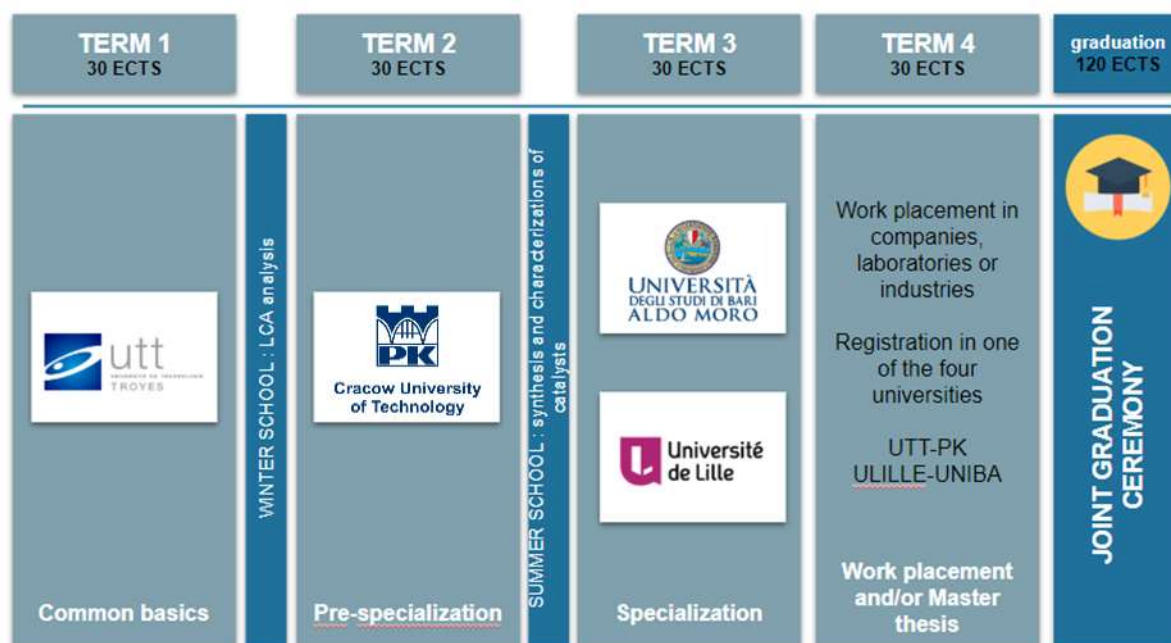
Article 2: Structure and content of the programme

2.1 Structure of the programme

The BIOREF master programme is spread over two academic years of study (4 semesters – 120 credits). The common language of instruction of the programme is English.

The structure of the programme and the mobility scheme is shown in scheme 1. All students will spend their first semester at the University of Technology of Troyes where courses on environmental risk management, environmental impact assessment, eco-conception of industrial systems products and services, through industrial and territorial ecology, bioeconomy basics and environment basics will be delivered. The courses will cover technical aspects and management of biomass valorization, within a financial, economic, territorial, environmental and legal perspective frame. Students will also realize group projects on the issues of implementing a sustainable biorefinery. The knowledge-transfer process will develop the necessary skills of the attendants for a successful career in the bioenergy sector.

The basics of biomass characterisation and production of biofuels (including lab-synthesis of biodiesel, bioethanol, biogas and waste biomass pyrolysis) will be delivered during second semester of studies at PK. This course will be accompanied with basic courses crucial for chemical engineers, like: calculational methods in chemical engineering; chemical reactions engineering; biochemical reactors engineering; and process control and industrial measurements. Furthermore, an advanced computer modelling methods will be presented to the students, showing them how to solve typical chemical engineering problems.



Scheme 1: Mobility scheme of the Bioref programme

After this first year, the students can choose between two specialization streams: a) chemical and thermochemical routes for a lignocellulosic-based biorefinery, b) enzymatic/microbial/chemical processes for an oil-based biorefinery. For stream (a), students will attend the third semester at ULILLE, with relevant courses for lignocellulosic biomass conversion and reaction and process engineering related to the biorefinery processes. For stream (b), students will attend one semester with relevant courses at the UNIBA, where both biotechnology and chemical catalysis will be taught.

The fourth and last semester covers the diploma thesis of the students. The location where the student will perform his/her thesis is a free choice and can be performed in any of the participating institutions. The students will also be strongly encouraged to take advantage of the associated academic and industrial organizations and external associated universities. The four partner Universities agree that specific issues, such as the use of a particular technology-equipment-technique, may require short mobility within the network. All partners have also identified administrative staff to handle the needs of the Bioref students in English language.

A first one-week summer school organized by Troyes and/or Bari with teachers from all four Universities, will introduce students to the other academic partners of the Master programme. A second common winter school for all students is envisaged at the end of the first and/or third semester. It will be organized every two years in order that two intakes of students could reach it all together. The mix of two intakes will allow exchanges and experiences and help first year students for their future mobility.

One of the schools will be dedicated to catalyst synthesis and characterization, providing a

sound basis on catalysis aspects to all students, while the second one will concentrate on environmental assessment and LCA analysis, a basic skill that is required in all professionals in the energy sector.

The curriculum in each track is offered by a Partner university with the best expertise in the field of the Track.

Article 3: Organisational structures and responsibilities

Several governance bodies will be installed within the programme. For each governance body the responsibility and roles of the coordinator, partner universities and associate members is specified and may be further clarified during the first meetings of each of these.

The BIOREF Master is governed by the following management structures:

3.1 Academic Board

The Academic Board is composed of the network coordinator, local coordinators of each partner university (Lille, Bari, Troyes and Cracow) or one representative, a representative of the academic associated members, the external expert and a student representative. It is in charge of all academic affairs (course contents, validation of the course' units and semesters, and approval of the individual mobility paths, quality). The Academic Board is the decision-making body of the Network and meets at least once physically per year and organizes web conferences if needed.

A restricted academic board, composed of local coordinators of each partner university (Lille, Bari, Troyes and Krakow) or one representative, is also responsible for the student's joint application, selection and admission procedure, it will meet at least once a year.

Decisions are where possible taken by consensus. In cases where a consensus cannot be achieved, decisions will be taken following the majority plus 1 rule.

The coordination office, located at the University of Lille, is supervised by the BIOREF coordinator. This office is in charge of the overall coordination of the master programme. The following tasks are allocated to this office: application procedure, follow-up of applicants and students, outreach, collection and management of all course administration related issues (grades, changes in curriculum), financial management, contact with scholars, contact and reporting with EACEA, and contact with associates, organisation of board meetings, contacts with International Relations Offices (IRO) of participating HEIs.

3.2 Advisory Board

The Advisory Board is chaired by the network coordinator or a representative and is composed of the external expert, representatives of the associated industrial and academic members. The Advisory Board will meet physically or through web conference at least once a year, in order to review the curriculum and suggest topics of practical interest, plan visits, provide advice to the academic board in order to make the study relevant to industrial needs and increase the employability of the graduates and discuss common policies. The results of the Advisory Board meetings will be transmitted to the BIOREF Academic Board, which will then make decisions to implement improvements.

3.3 External expert

In order to ensure the high quality and excellence of the programme, we will recruit an international external expert (subcontracted) to externally evaluate the BIOREF Master. The external evaluation process will assess project management issues, relations within the consortium, achievement of tasks vs. schedule, good management of scholarships, quality of

the curriculum, student selection/quality, etc. The external expert will participate in meetings in order to provide feedback and report to the consortium on the quality of the programme. A final report will be produced and submitted to the consortium by the external expert. The Quality Assurance Plan gathers the evaluation processes, the evaluation activities and tools, how data are gathered and exploited, and how results are interpreted, presented to all partners and used to steer the project and keep it on the right tracks.

3.4 Student Board

This board consists of six members elected from the student population (year 1 and year 2) and if possible one BIOREF alumnus. The aim of this board is to provide students with a structural involvement in the organization of the programme. Their task is to organize communication and information flow between year 1 and year 2 students, communication of student related issues to the Academic Board. The Student Board will delegate 2 of its members to communicate with the Academic Board about opinions, ideas and suggestions made by all students when needed. The Student Board meets physically once a year during the annual event.

3.5 Associated members

The associated members comprise of external universities, industries and companies with biomass and biorefinery-related activities and research institutes/centers, performing high level research on this field and public organizations and administrations engaged in bioeconomy development. Their main role is to provide the industrial perspective on pinpointing the exact capabilities that BIOREF students (potentially future employees of these companies) should have after the completion of the Master.

3.6 Quality Assurance Board

The Quality Assurance Board is composed of a representative from each partner university and by one student per intake and is chaired by the representative of the University of Bari. It is responsible for the overall quality and standard of the Degree Programme. It will monitor the compliance of Partner Institutions with this Agreement and it will be responsible for ensuring that the Master Programme is delivered to the highest academic standards. The Quality Assurance Board convenes physically at least once a year at the same time and place than the Academic Board or virtually at any other time when necessary at the request of the Chair of the Quality Assurance Board

Article 4: Educational responsibilities

4.1 The role of the partner universities in education

Universities offering the fundamentals package in first and second semesters are responsible for offering each course unit as such that the jointly agreed final competences for each course are met. In cases where no sufficient competence is present at a partner university, this will be solved via teacher mobility. Teacher mobility will be allowed by each University, as a part of their teaching load.

Partner universities delivering thematic course modules in third have to ensure that the content of the courses fits to the knowledge gained during the first and second semesters and meets with the final competences set for each specialization track. To ensure this, for each track an academic will be appointed by the Academic Board. This person will be in charge of supervising the educational aspects and communication of these aspects with the Academic Board. Universities involved in each track should interact at a regular basis and should adapt where needed specific content of each course. On the annual basis, at the start of the second

semester, it will be possible to implement these changes upon approval of the Academic Board. Administrative follow-up of this will be organized by the coordination office.

During the fourth semester students will carry out thesis research. For this they will be active in an associate partner or in an associated member. For each student, an academic mentor will be appointed. This mentor is in charge of ensuring that the work carried out is compliant with the professional practice and thesis guidelines respectively. The coordinating institution concludes the agreement for the professional practice and the thesis research between the student, the coordinating institution and the host institution of the professional practice or thesis work of the concerned student. The internship defense will take place in one of the associate partner university and the different associate partners will be invited to participate, physically or through web conference, to the defense. They will be encouraged to participate to the discussion following the defense and they can be involved into the review of the manuscript if their competences are needed.

4.2 Teacher mobility and involvement of teachers (scholars) external to the consortium

The BIOREF programme stimulates both involvement of teachers external to the consortium (so called scholars) and teacher mobility within the consortium. Both types of teacher mobility require formal approval by the Academic Board and will at each partner university also be formally recognized as such. Teacher mobility within the consortium will be regulated according to the Erasmus Mobility framework. All main partners will engage in bilateral Erasmus exchange agreements for this.

Where no alternative funding is available for teacher mobility for scholars external to the consortium, it will be funded at BIOREF central level. Funding for this kind of mobility will require approval of the Academic Board and will be in line with the BIOREF financial regulations

Article 5: Administrative organization of BIOREF

5.1 Admission criteria

A centralized system will be available on the Bioref website, as well as a full description of the selection criteria (described below), application procedure and calendar. The online application process will ensure that the application forms and all attached support documentation are available to all partners for a common evaluation upon secured individual access. The selection and evaluation procedures used in the network are based on the Marie-Curie European Integration Fellowships system. The steps are Eligibility Check, Individual Evaluation, Interviews, Monitoring Statistics, Consensus and finally Ranking. The procedure is designed to allow the evaluators to identify and select highly qualified and motivated graduates. It is a competitive process based on the documented academic performance and credentials of the applicants.

The evaluation criteria are listed below and the percentages in brackets represent the weight of each criteria:

- Academic records of previous studies (40 %);
- Scientific background of previous studies (20 %);
- Ranking of Academic Institution where undergraduate studies were carried out (5 %); (based on the Shanghai ranking)
- Acquired practical experience (5%);
- Motivation letter (10 %);
- Recommendation letters (10 %);
- Awards and grants (10 %);
- Mastering of English language (mandatory)

5.2 Application procedure

The consortium offers one coherent point of entry as regards the Master's course promotion, information regarding all formalities and application for admission. Applicants will apply to the coordinating university, Lille University, which is hosting the BIOREF coordination office. Interested students will find all relevant information on the BIOREF programme website (<http://www.master-bioref.eu>): general information, admission criteria, application forms, deadlines for application, course content, information on scholarships and fees, etc.

The application file must contain the following documents, meeting the requirements set in the Erasmus Mundus Joint Master degree Programme guide:

- a completed application form (online) where information is given about personal data, study data, linguistic skills, professional data, motivation, country of preference to start the second year with the BIOREF master programme (the final decision will be taken by the academic board at the end of the first year)
- a copy of the international passport
- at least two completed referee reports
- legal copies of diplomas and an official translation in English, if the original language is not one of the official languages of the coordinators (all languages other than French, Polish, Italian or English need to be translated into English). If the diploma is not yet obtained at the time of application (student is in their last year of Bachelor study), an original proof of enrolment and a most recent transcript of records must be provided.
- copies of diploma supplements stating courses followed and scores obtained per course and, eventually, a translation in English (see further) and official transcript of records
- copies of language tests scores and language certificates

5.3 Admission of students

All students fulfilling the diploma requirements and sufficient knowledge of English language, can be admitted by the Academic Board. Partner Universities are not allowed to have additional conflicting admission conditions for students admitted to the programme.

The students will get an official letter of admission signed by the University of Lille where the Coordination Office is located. A copy of this letter will be sent to the department responsible for enrolment of the institute receiving the student during his Study Pathway (first and second year). Enrollment is only official after paying the tuition fee by the student to the coordinator and after having performed all formalities (not conflicting with the joint programme regulations) for joining the first hosting partner (i.e. UTT). The coordinating university will share the final list of students with the partner universities.

Students accepted by the Academic Board are enrolled as a full-time students at all partner Universities. Students are registered in accordance with the partner university's matriculation regulations and have the same rights and obligations as other students at this university. Students shall be treated in accordance with the current version of the study and examination regulations, recognising the examinations achieved at the partner university.

The coordinating university will transfer the agreed budget for covering enrollment costs to the partner university account where the student is enrolled. This budget will cover a registration costs at each partner University (including costs of producing the student's ID cards) and the students who attend the partner University with the aim of completing joined programme and obtaining multiple degrees shall not be charged by any other registration and tuition fees by the partner University.

5.4 Selection procedure for ERASMUS MUNDUS scholarships

The Selection process for all Erasmus Mundus students is organized in two steps:

1. *Pre-selection*: applicants submit their electronic file to the programme coordinating institution for administrative checking and validation (i.e. that all documents are certified and correctly translated). Each applicant receives an acknowledgement of receipt of his electronic files.

2. Files are reviewed and marked on a scale from 1 (very poor) to 5 (outstanding) for each selection criteria by restricted academic board. Each file being examined at least two times thus receives at least two marks which are added and automatically averaged. If the evaluators feel the need to gain more information on applicants, they will ask the applicants for interviews, that will be conducted by using audio and/or visio conferencing.

After a first analysis and ranking of the applications, evaluators determine a final list of applicants for the award of an Erasmus+ scholarship (from Programme and Partner countries) and non scholarship holders, and a reserve list including all the remaining selected students are thus established and submitted to our web site.

5.5 BIOREF programme fees

The programme fees for European students are set at 4500 euro per academic year (9000 euro for the full programme 120 ECTS).

Due to the complex nature of the administrative procedures for non-European students and to the severe assessment of the applications the BIOREF programme fee for non-European students is set at 9000 euro per academic year (18000 euros for the full programme 120 ECTS).

The Academic Board decides on a yearly basis before opening the application forms on the possibility to reduce programme fees for non-scholarship holding students (partial fee waivers).

Scholarships (Erasmus Mundus scholarships) of all students are paid on a separate sub account at the University of Lille reserved for the functioning of the BIOREF programme. Except for the BIOREF programme fees, scholarships are transferred according to the scheme and rules agreed in the student agreement in Annex to the accounts of the students concerned.

The coordinator of the Consortium will transfer the agreed institutional participation fees to the accounts indicated by the respective universities upon issuing of an invoice or certificate. Joint programme elements will be financed by the central coordination budget. On a yearly basis a budget plan will be agreed in accordance with the BIOREF financial rules described in Annex.

Students who do not complete the study program by the end of the timeframe defined in the student agreement (two years), may upon approval of the Academic Board still enroll for a third year. Tuition fees for this extension will be calculated on a semester basis following the normal BIOREF participation fee paid by the student for participation in previous academic years (as documented in the student agreement). In case a student does not complete the programme after an additional third year, this student will no longer be allowed to participate in the programme. In this case the student will receive an official transcript listing the courses for which he/she has obtained credits.

5.6 Education

All institutes are responsible for providing appropriate education, teaching and examination

within the framework of articles 2 and 4 in this agreement.

5.7 Mobility

Student mobility is an integral aspect of the BIOREF programme. Partner universities engage to make practical arrangements for their incoming students before and during the mobility. This includes, if applicable, instructions on visa procedures, providing a local admission letter, housing and other services for international students. Students are required to undertake a mobility period of at least one semester (30 ECTS) but can, depending on their interests, maximize their mobility opportunities. The full BIOREF study programme is divided into four semesters over two academic years, as seen in the figure below. Each academic year starts in September/October and finishes in June/ September (depending on the starting university and thesis defense period). Joint activities for the full cohort of students are organized during the winter and summer schools (Joint Schools). For the thesis work, students can choose between research groups of the four universities or associated institute/laboratory/company. In all cases, the promoter of the thesis is one of the lecturers of the BIOREF programme.

| Year 1 | | | Year 2 | | | graduation |
|-------------------|-------------------------------|-------------------|-------------------------------|-----------------|----------------------|------------------------------|
| TERM 1 30 ECTS | | TERM 2 30 ECTS | TERM 3 30 ECTS | | optional mobility | TERM 4 30 ECTS |
| UTT | WINTER SCHOOL | PK | SUMMER SCHOOL | ULILLE UNIBA | | (✂) |
| Common basics | (✂) compulsory mobility | Prespecialization | (✂) compulsory mobility | Specialization | Work placement | |
| | | | | | | 120 ECTS |
| | | | | | | Joint graduation ceremony |

Scheme 2: Detailed mobility scheme of the Bioref programme

5.8 Transfer of credits

The BIOREF curriculum is based on the ECTS. The procedure for transfer of credits, if applicable, is as follows:

- The institute where the student effectively studied, sends the obtained marks of the student to the BIOREF coordination office. For each course, the locally obtained grade per student, the total number of students following the course and the ECTS grade will be communicated.
- The BIOREF coordination office converts the local grades to 20 points scale according to an agreed conversion table for each participating institute. This is done to facilitate the final awarding of the degree. After approval by the Academic Board, converted scores will be entered in the study management platform at the University of Lille.
- At the end of each semester the secretariats of the partner universities will produce an official transcript of records per semester with an overview of already obtained credits. These transcripts of records will be made available to the students. Furthermore, an official information about the student's records obtained at the end of each semester will be sent to the other partner Universities.
- When a student has obtained all necessary credits and successfully defended their master dissertation, the official diploma of each university of studies is issued accompanied by the joint certificate or the joint diploma supplement.

5.9 Passing exams

The partner university offering courses and hosting the students will organize the examination component (for each course) according to the local regulations. The students are bound to the examination regulations and criteria of the university where they follow the courses. At the

start of each teaching period partner universities provide all students with the local examination regulations. The BIOREF Academic Board will define and issue a common framework for examination for the programme's joint elements.

If students fail a course, at least one resit per course will be allowed. This resit will preferably take place in the partner university where the course was taught, but may also be possible in another partner university depending on the mobility of the student. Students resitting a course remain bound to the examination regulations and criteria of the university where they followed the course. At the end of each academic year the restricted academic board will review the study performance status of each student and advises on continuation of the programme in accordance with the regulations at each university.

Students with very weak study performance (decided by the restricted Academic Board) may lose their scholarship or may be advised to end their study. Students who quit the BIOREF programme early but have successfully completed courses will get a certificate stating the courses for which they have earned credits.

5.10 Awarding the degree and the diploma

Partners automatically recognize the course units offered within the programme and the ECTS credits achieved by students at another Partner leading to the award of the degrees listed in the following table (Annexe 3).

Students' transcripts of records are made available to authorized staff in a secured space of the pedagogical platform in the BIOREF intranet to ensure the update of the student record at each Partner for a timely issuance of the diploma.

Students will be informed about this procedure and how their data will be stored, used, and processed/transferred. Students have the right to deny their consent at any time. In this case, however, they are responsible for gaining information from the coordinating university on alternative options to proceed including the responsibility for providing necessary information to the universities himself.

Upon the completion of 120 ECTS completed during studies in at least three of the four Partners, and after fulfillment of all requirements for admission to the final examination at each of the University and completing of the Master's thesis and final examination following the examination and assessment by professors from all (or at least two) universities, the student receives:

- the degrees indicated in the below table from each Partner he/she has studied at during the completion of the Programme a joint certificate including the logos of the four universities and the signature of the Coordinating Institution.
- a diploma supplement presenting the details of the participant's academic programme and academic achievement. The Diploma supplement will be issued according to the European regulations, following the model developed by the European Commission, the Council of Europe and UNESCO/CEPES. The Supplement provides sufficient independent data to ensure the international transparency and fair academic and professional recognition of qualification (diplomas, degrees, etc.). The Supplement will provide a description of the nature, level, content, context and status of studies pursued and successfully completed by the student.

In line with their respective institutional, regional or national regulations the Parties will aim to provide their official logo to the coordinating institution to be used in communication and dissemination documents or media and in the graduation certificates issued to the students (network joint certificate and joint supplement to the diploma).

The Partners issue the Programme degree as follows:

- Université de Lille (France), Master Sciences et technologies - santé, mention Chimie physique et analytique - parcours Biorefinery, Biorefinery in chemistry master's course, National degree, accreditation on 17/06/2015 for 2015-2019) # 20150363
- Università degli Studi di Bari Aldo Moro (Italy), Laurea Magistrale in Scienza e tecnologia dei materiali LM-53 Science and technology of materials, accreditation N. 0000384 del 15/06/2016
- Université de Technologie de Troyes (France), Master Sciences, Technologies et Santé, mention Risques et Environnement, National degree, accreditation on 12/02/2018 for 2018-2023 #2010052
- Politechnika Krakowska (Poland) , Magister inżynier - chemical engineering, National degree, accreditation on 23/10/2014 n°734/2014

5.11 Joint winter/summer school organization

All students will follow two schools (one dedicated to LCA analysis and one dedicated to catalysts preparation and characterizations) during the curriculum. The organizational costs (including accommodation costs) are covered from the central coordination budget according to the regulations outlined in annex.

5.12 Quality Assurance

Quality assurance will be based on both internal and external assessment measures, involving the relevant stakeholders to the Master Program. The quality assurance will follow the European Approach for Quality Assurance of Joint Programmes approved by the EHEA ministers in May 2015.

External quality assurance is done by each partner university individually and typically fits in national quality assurance programs. .

Internal quality assurance procedures are established by the Academic Board and comprise also anonymous questionnaires regarding the contents of the courses, the quality of the teaching, and the practical organization of the Programme which are filled by students at the end of each semester. The questionnaires are prepared by the QAB and are approved by the Academic and the Advisory Board which may also propose modifications the the QA procedures. Internal and external quality assurance outcomes, including the questionnaires, are evaluated by the QAB which issues at the end of each semester a quality control report including proposed correction mechanisms. The report is submitted, evaluated and integrated by the Advisory Board during its annual meeting which monitors the added value offered by the Erasmus Mundus program (as compared to local non-joint programs at the different partners), advise on industrial relevance, knowledge and skill levels required by policymakers, etc.. Finally, the reports are discussed once a year by the Academic Board which proposes corrective actions.

The ultimate responsibility for academic standards in each Partner Institution rests with the QA representative of that Partner Institution.

5.13 Publicity material

No publicity material will be designed and distributed by any partner without prior approval of the Academic Board.

5.14 Other responsibilities

Each hosting partner university is responsible for receiving students and arranging its programme. This includes, if applicable, instructions on visa procedures, providing a local admission letter, housing and other services for international students. Each partner university

further agrees to give at least to the students registered at their university, access to facilities at the same conditions as regular students enrolled at the university.

Article 6: Costs and financing

Financial and administrative coordination of the master course will be done by the coordinating institution (the University of Lille) according to grant agreement and upon decisions made by the Academic Board in Annex.

The financial arrangements will be as follows:

The coordinating university receives all incoming money (scholarship grant from EU, scholarships and tuition fees of students without scholarship) on a central account. Scholarships (monthly allowances, and mobility flat amounts) for grant-holding students will be kept on a separate sub-account. With the exception of the BIOREF tuition fees, scholarships are transferred according to the scheme and rules agreed in the student agreement to the accounts of the students concerned. The currency of the consortium will be Euros.

From the incoming money generated from tuition fees the following costs will be covered:

- Tuition costs and course participation costs at each university where the student is following courses at: the coordinating institution will reimburse to each partner university the rate of 2000 euro per semester per scholarship student hosted for the three first semesters.
- All costs of jointly organized activities such as the joint school and the annual symposium (both excluding transport).
- Costs for scholar mobility in cases where no alternative funding can be found.
- The management costs programme (coordination costs, meetings of the board and specific tasks).

A special account will be opened for the BIOREF programme at each participating partner university under the control of the respective financial services. The Erasmus Mundus budget will be managed according the specific European rules but will in addition also follow the general financial regulations of the University of Lille as French public institution. Financial transactions are clearly earmarked, registered and saved. Proof has to be collected. The coordination office is responsible for an open accounting system to the partners allowing full transparency of money flows and internal and external control.

Within the framework of the master, the partners may make an exceptional request for funding from the University of Lille on presentation of a quotation and a description of the project justifying this fundraising. To be eligible, the request must be directly related and necessary to the project.

Article 7: Intellectual property rights

Each partner shall make the student aware of the intellectual property rights management provisions of this agreement and those in place at the University where he or she is enrolled. Such information shall include ownership rights and royalty sharing arrangements.

Results are owned by the Party that generates them. In case of results generated from work carried out jointly by two or more Parties, those results shall be jointly owned.

The joint owners shall agree in a joint ownership agreement on the allocation and terms of exercise of their joint ownership, in compliance with their obligations under this Agreement. The joint owners of results will decide whether patent applications are to be submitted for such

results, and will appoint from among them the Party which will be tasked with carrying out the formalities of filing, extension and maintenance of new joint patent(s) on such results in their joint names

In case of joint ownership of results, ownership of each of the joint owners shall be determined in good faith, considering each owner's relative intellectual and financial contribution to the joint results.

Where no joint ownership agreement has yet been concluded:

- each of the joint owners shall be entitled to use their jointly owned results for research purposes (including sponsored research and research in cooperation with academic third parties) without commercial aim, and teaching on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), and
- each of the joint owners shall be entitled to use their jointly owned results by way of direct exploitation and to grant non-exclusive licenses to third parties, without any right to sub-license, subject to the following conditions:
 - at least 45 days prior notice must be given to the other joint owner(s); and
 - compensation under fair and reasonable conditions to be discussed, must be provided to the other joint owner(s).

In any case where, in the opinion of the student and their supervisor(s), novel intellectual property has been created this must be documented as soon as possible after its creation in accordance with each Partner's invention disclosure procedures.

Article 8: Confidentiality - Dissertation and Examination – Protection of Personal Data

Most universities will have policies with regards to confidentiality and it is recognized that some of the information may be confidential or be required to be kept confidential. Each partner shall make the student aware of the provisions of this agreement and those in place at the Partner University he or she has matriculated. Where confidentiality of results of any work is an issue the Supervisor of the student should make their institution aware and arrange to put in place a confidentiality agreement. This need may extend to the external examination of the dissertations arising from this programme.

All information in whatever form or mode of transmission, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the BIOREF programme during its implementation and which has been explicitly marked as "confidential", or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

The Recipients hereby undertake for a period of 5 years after the end of the BIOREF programme:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine-readable form. If needed for the recording of ongoing obligations, the Recipients may however request to keep a copy for archival purposes only.

The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- the Confidential Information was already known to the Recipient prior to disclosure or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order.

The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure:

- notify the Disclosing Party, and
- comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

Plagiarism of information included in thesis reports or any other reports will not be allowed and may lead to exclusion from the programme. Proper references need to be given in all documents used.

The four (04) partners commit themselves to respect the EU directive 2016/679, they guarantee an ethical use of the exchanged personal data. They refrain from making any other exploitation that those planned in the clauses of this agreement. The partners also make a commitment to secure the personal data transmissions during their dematerialized exchanges.

Article 9: Liability

1. Each partner shall be solely liable for any loss incurred by, or damage or injury to, third partners, resulting from its own actions in the execution of this agreement.
2. Each partner shall be fully responsible for the performance of any part of its share of the agreement and for the requirements of Insurance and Social Security for its personnel, involved herein.
3. With respect to any injury to any person or any damage to any property of any person occurring at any establishment of any of the partners in the course or arising out of the execution of this agreement, the partner at whose establishment the injury or damage occurs, shall be solely responsible for the payment of compensation to such extent as this partner shall be under a legal liability in respect of such injury or damage. This article shall not apply with respect to any such injury or damage, the causing of which

is attributable to any act of a servant or agent of any of the partners, committed with the intention of causing harm to any person or property or with reckless disregard for the consequences of his act.

Article 10: Entry into force and termination

This agreement shall come into force as of the date of its signature (no later than 30 June 2020) by all the partners and shall continue until the end of the agreements between the European Community and the University of Lille within the framework of the action entitled: 'European Master in Biorefinery', based on the framework partnership agreement (2019-1423/001 – 001-EMJMD) between the European Commission and the University of Lille and possible other specific agreements signed on behalf of the Consortium.

This consortium agreement is valid as long as contracts with the EU are binding the consortium partners, for an intake of four cohorts of students (2021, 2022, 2023 and 2024). If this is not the case anymore, the consortium partners will decide in mutual agreement to continue this agreement or not.

If a partner university wants wishes to leave the agreement before the end of the EU agreement, this partner will discuss this with the Consortium and will have to follow the rules stipulated in the EU contract. This is not the case if the partner institute should leave by force majeure.

This agreement is signed in four (04) originals in English.

The cooperation might be prolonged after 30-09-2025. In this case a new agreement will be designed.

Article 11: Applicable law and Competent Court

This agreement shall in all respects be construed and operate as an agreement made in France and in compliance with French law. The settlement of any difference or conflict arising from or in connection with this agreement shall be attempted by an amicable effort from the partners.

However, due to the international nature of this agreement, any dispute that cannot be solved amicably among the cooperating universities will be resolved within the national legal framework of the defendant.

Students receiving an Erasmus Mundus grant are bound to the rules and regulations from the institution at which she/he is enrolled and to the individual student contract between coordinator and each student. Students shall be informed of these rules and regulations prior to physical arrival at the partner.

Article 12: Amendments

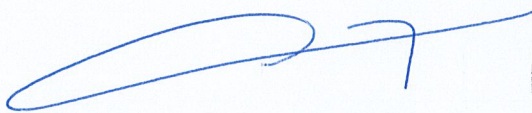

The BIOREF Academic Board has the mandate to add or change amendments or annexes to this agreement when necessary. For all things not stipulated in this agreement the Academic Board can decide, if applicable upon approval by the official bodies of the signing institutes and/or the European Commission.

Modifications to the annexes shall be done according to rules governing the specific annex. Annexes do not form an integral part of the agreement but are annexed for information purposes only. Therefore, modifications of these parts do not require the procedure described above.

Any alteration of the present agreement or respective Appendices must be immediately communicated in writing. In case of translations of the documents, the English version prevails.

Signatures

Approved and sign by

| | |
|---|--|
| Done at: <u>Lille</u> | Date: <u>07/05/2020</u> (day/month/year) |
|  |  |
| Prof. Jean-Christophe CAMART, President UNIVERSITE DE LILLE | Université de Lille |

Approved and sign by

Done at: *Kraków, Poland*

Date: *30/04/2020* (day/month/year)

Proroktor ds. Kształcenia

Jan Kazior
dr hab. inż. Jerzy Zajac, prof.PK

Prof. Jan KAZIOR, Rector
POLITECHNIKA KRAKOWSKA

POLITECHNIKA KRAKOWSKA
im. Tadeusza Kościuszki
31-155 Kraków, ul. Warszawska 24
tel. 012-628-2057, 012-632-8644
012-628-2202, 012-628-2222
fax 012-628-2057

OZIEKAN
Wydziału Inżynierii Technologicznej i Chemicznej

Dariusz Bogdał
prof. dr hab. inż. Dariusz Bogdał

Approved and sign by

Done at: BARI

29/05/2020
Date: / / (day/month/year)



Prof. Stefano BRONZINI, Rector
UNIVERSITA DEGLI STUDI DI BARI ALDO MORO

A handwritten signature in blue ink, appearing to read 'Stefano Bronzini', followed by a horizontal line.

Approved and sign by

Done at: **Troyes**

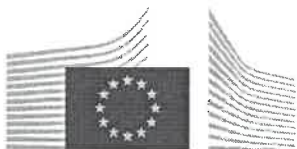
Date: **27 / 05 / 2020** (day/month/year)



Dr. Pierre KOCH, President
UNIVERSITE DE TECHNOLOGIE DE TROYES

APPENDIX 1- Copy of the Grant Agreement nr 2019 – 1423 /
001 – 001 – EMJMD

[will be printed in four copies and added after this page]



Education, Audiovisual and Culture Executive Agency

Erasmus+: Higher Education – Erasmus Mundus Joint Master Degrees

UNIVERSITE DE LILLE
JEAN CHRISTOPHE CAMART
42 RUE PAUL DUEZ,
F - 59800 LILLE

RELATIONS INTERNATIONALES
Courrier arrivé le
26 AOUT 2019
Université Lille

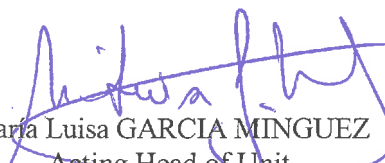
Brussels, **02 AOUT 2019**
EACEA/MLG/19D

Subject: Grant Agreement nr 2019 - 1423 / 001 - 001 - EMJMD
(please quote the nr 2019 - 1423 / 001 - 001 in ALL correspondence: failure to do so may result in your correspondence not being processed)

Dear JEAN CHRISTOPHE CAMART,

Please find enclosed your copy of the Grant Agreement duly signed by the Executive Agency.

Yours sincerely,


Maria Luisa GARCIA MINGUEZ
Acting Head of Unit

Enclosure: 1

Direction Générale des Services

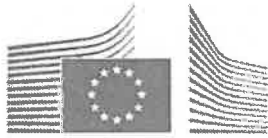
Université de Lille

Reçu le :

22 AOUT 2019

Transmis le :
Pour attribution :
Pour suite à donner :
Pour information :

RI
V. LEFEL



Education, Audiovisual and Culture Executive Agency

Erasmus+: Higher Education – Erasmus Mundus Joint Master Degrees

GRANT AGREEMENT FOR AN ACTION WITH MULTIPLE BENEFICIARIES

UNDER ERASMUS MUNDUS JOINT MASTER DEGREES (EMJMD)

AGREEMENT NUMBER – 2019 - 1423 / 001 - 001

PROJECT NUMBER – 610515-EPP-1-2019-1-FR-EPPKA1-JMD-MOB

This Agreement ('the Agreement') is concluded between the following parties:

on the one part,

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 Ms María Luisa GARCIA MINGUEZ, Acting Head of Unit for Erasmus+: Higher Education – Erasmus Mundus Joint Master Degrees,

and

on the other part,

'the coordinator'

UNIVERSITE DE LILLE
42 RUE PAUL DUEZ,
F - 59800 LILLE,

represented for the purposes of signature of the Agreement by **JEAN CHRISTOPHE CAMART**

and the following other beneficiaries listed in Annex IV

duly represented for the signature of the Agreement by the coordinator by virtue of the mandates included in Annex IV.

Unless otherwise specified, references to 'beneficiary' and 'beneficiaries' include the coordinator.

Whereas the Commission has taken the decisions n° C(2013) 8550 of 04/12/2013, amended by n° C(2016) 5719 of 13/09/2016 and n° C(2014) 6158 of 03/09/2014 authorising the use of lump sums, reimbursement on the basis of unit and flat-rate financing under the "Erasmus+" Programme.

The parties referred to above

HAVE AGREED

to the Special Conditions ('the Special Conditions') and the following Annexes:

- Annex I Description of the action
- Annex II General Conditions ('the General Conditions')
- Annex III Estimated budget of the action
- Annex IV List of beneficiaries and mandates provided to the coordinator by the other beneficiaries
- Annex V Model technical report
- Annex VI Model financial statement
- Annex VII Model terms of reference for the certificate on the compliance of the cost accounting practices: not applicable
- Annex VIII Model terms of reference for the operational verification report: not applicable
- Annex IX Minimum requirements for the Health and Accident Insurance coverage of EMJMD students

which form an integral part of the Agreement.

The provisions in the Special Conditions of the Agreement take precedence over its Annexes.

The provisions in Annex II 'General Conditions' take precedence over the other Annexes.

SPECIAL CONDITIONS

ARTICLE I.1 — SUBJECT MATTER OF THE AGREEMENT

The Agency has decided to award a grant 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 **European master in Biorefinery**, as described in Annex I.

By signing the Agreement, the beneficiaries accept the grant and agree to implement the *action*, acting on their own responsibility.

ARTICLE I.2 — ENTRY INTO FORCE AND IMPLEMENTATION PERIOD OF THE AGREEMENT

I.2.1 The Agreement enters into force on the date on which the last party signs it.

I.2.2 The action runs for 73 months starting on 01-09-2019.

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

I.3.1 The *maximum amount of the grant* is EUR 4.433.000,00.

I.3.2 The grant takes the form of:

- (a) Reimbursement of eligible costs: not applicable.
- (b) A unit contribution ('unit contribution') to cover the following categories of eligible costs for the beneficiaries, as indicated in the Erasmus+ Programme Guide:
 - participation costs
 - travel and installation costs
 - subsistence costs
- (c) A lump sum contribution of maximum EUR 220.000 ('lump sum contribution') to cover the following categories of eligible costs for the beneficiaries:
 - contribution to the EMJMD consortium management costs for the preparatory year financed by a lump sum amount of EUR 20.000
 - contribution to the EMJMD consortium management costs and costs for invited scholars and guest lecturers financed by a lump sum amount of EUR 50.000 per intake of the EMJMD for a total of four intakes.
- (d) Flat-rate contribution: not applicable.
- (e) Financing not linked to costs: not applicable.

ARTICLE I.4 — REPORTING — REQUESTS FOR PAYMENT AND SUPPORTING DOCUMENTS

I.4.1 Reporting periods

The *action* is divided into the following *reporting periods*:

- Reporting period 1: from month 1 to **31.10.2020**.
The coordinator must submit within 60 calendar days following the end of the first reporting period a progress report, drawn up in accordance with Annex V, on the implementation of the action ('technical report on progress').
No pre-financing payment is linked to the first progress report.
- Reporting period 2: from month **01.11.2020** to **31.08.2021**.
- Reporting period 3: from month **01.09.2021** to **28.02.2023**.
- Reporting period 4 (if applicable): from month **01.03.2023** to no later than **12 months before the end of the period set out in Article I.2.2**.

I.4.2 Requests for second, third and fourth pre-financing payments and supporting documents

The coordinator must submit a request for second, third and fourth pre-financing payments within 60 calendar days following the end of the second, third and if applicable, fourth reporting periods.

The request must be accompanied by the following documents:

- (a) a progress report on the implementation of the *action* ('technical report on progress'), drawn up in accordance with Annex V;
- (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'). The statement must be drawn up in accordance with Annex VI and
- (c) a financial guarantee (if required) and;
- (d) a list of the students to benefit from a mobility scholarship and the list of the non-scholarship holders and visiting scholars/guest lecturers with the relevant progress report.

Should preceding pre-financing instalments not be executed in full, a further pre-financing (fourth pre-financing) should be submitted no later than one year before the end of the period set out in Article I.2.2.

I.4.3 Request[s] for interim payment[s] and supporting documents

Not applicable.

I.4.4 Request for payment of the balance and supporting documents

The coordinator must submit a request for payment of the balance within 60 calendar days following the end of the last reporting period.

This request must be accompanied by the following documents:

- (a) a final report on implementation of the action ('final technical report'), drawn up in accordance with Annex V, containing:
 - (i) the information needed to justify the eligible costs declared or the contribution requested on the basis of financing not linked to costs, unit costs and lump sums (where the grant takes the form of the reimbursement of unit or lump sum costs, of financing not linked to costs, or of a unit or lump sum contribution, as provided for in Article I.3.2(a)(ii) and (iii), (b), (c) or (e));
 - (ii) information on subcontracting as referred to in Article II.11.1(d).
- (b) a final financial statement ('final financial statement')

The final financial statement must be drawn up in accordance with the structure of the estimated budget set out in Annex III and in accordance with Annex VI and detail the amounts for each of the forms of grant set out in Article I.3.2 for the whole implementation period of this agreement.

The coordinator must certify that the information provided in the request for payment of the balance is full, reliable and true.

The coordinator must 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, the coordinator must certify that all the revenues generated by the action referred to in Article II.25.3 have been declared for each beneficiary and the affiliated entities other than non-profit organisations.

I.4.5 Information on cumulative expenditure incurred

Not applicable.

I.4.6 Currency for requests for payment and financial statements and conversion into euro

Requests for payment and financial statements must be drafted in euros.

Beneficiaries and affiliated entities with general accounts in a currency other than the euro must convert costs incurred in another currency into euros at the average of the daily exchange rates published in the C series of the *Official Journal of the European Union*, determined over the corresponding reporting period (available at <http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>).

If no daily euro exchange rate is published in the *Official Journal of the European Union* for the currency in question, conversion must 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/inforeuro/inforeuro_en.cfm), determined over the corresponding reporting period.

Beneficiaries and affiliated entities with general accounts in euros must convert costs incurred in another currency into euros in accordance with their usual accounting practices.

I.4.7 Language of requests for payments, technical reports and financial statements

All requests for payments, technical reports and financial statements must be submitted in English.

ARTICLE I.5 — PAYMENTS AND PAYMENT ARRANGEMENTS

I.5.1 Payments to be made

The Agency must make the following payments to the coordinator:

- a first pre-financing payment;
- a second, third and fourth (if applicable) pre-financing payments, on the basis of the request for the second, third and fourth (if applicable) pre-financing payments referred to in Article I.4.2;
- one payment of the balance, on the basis of the request for payment of the balance referred to in Article I.4.4.

I.5.2 Pre-financing payments

The aim of the pre-financing is to provide the beneficiaries with a float. The pre-financing remains the property of the European Union ('the Union') until it is cleared against interim payments or, if it is not cleared against interim payments, until the payment of the balance.

The Agency must make a first pre-financing payment of 25% of the maximum amount specified in Article I.3.1 to the coordinator within 30 calendar days from the entry into force of the Agreement or from when the Agency receives the financial guarantee of an amount equal to the pre-financing instalment to be paid, whichever is the latest, except if Article II.24.1 applies.

The Agency must make a second pre-financing payment of 50% of the maximum amount specified in Article I.3.1 to the coordinator within 60 calendar days from when the Agency receives the request for second pre-financing payment referred to in Article I.4.2 or from when the Agency receives the financial guarantee of an amount equal to the pre-financing instalment to be paid, whichever is the latest, except if Article II.24.1 or II.24.2 apply.

The Agency must make a third pre-financing payment of 25% of the maximum amount specified in Article I.3.1 to the coordinator within 60 calendar days from when the Agency receives the request for third pre-financing payment referred to in Article I.4.2 or from when the Agency receives the financial guarantee of an amount equal to the pre-financing instalment to be paid, whichever is the latest, except if Article II.24.1 or II.24.2 apply.

Should preceding pre-financing instalments not be executed in full, a further pre-financing (fourth pre-financing) shall be requested by the coordinator in order to reach the maximum amount of pre-financings.

The financial guarantee, if applicable must fulfil the following conditions:

- (a) it is provided by a bank or an approved financial institution or, if requested by the coordinator and accepted by the Agency, by a third party;
- (b) the guarantor stands as first-call guarantor and does not require the Agency to first have recourse against the principal debtor (i.e. the beneficiary concerned); and
- (c) it explicitly remains in force until the pre-financing is cleared against interim payments or payment of the balance by the Agency. If payment of the balance takes the form of a recovery, the financial guarantee must remain in force until three months after the debit note is notified to a beneficiary. The Agency must release the guarantee within the following month.

If the statement on the use of the previous pre-financing instalment submitted in accordance with Article I.4.2 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 must be reduced by the difference between the 70 % ceiling and the amount used.

I.5.3 Interim payment[s]

Not applicable.

I.5.4 Payment of the balance

The payment of the balance reimburses or covers the remaining part of the eligible costs and contributions for the implementation of the *action*.

If 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 takes the form of a recovery as provided for by Article II.26.

If the total amount of earlier payments is lower than the final amount of the grant determined in accordance with Article II.25, the Agency must pay the balance within 60 calendar days from when it receives the documents referred to in Article I.4.4, except if Article II.24.1 or II.24.2 apply.

Payment is subject to the approval of the request for payment of the balance and of the accompanying documents. Their approval does not imply recognition of the compliance, authenticity, completeness or correctness of their content.

The Agency determines the amount due as the balance by deducting the total amount of pre-financing and interim payments (if any) already made from the final amount of the grant determined in accordance with Article II.25.

The amount to be paid may, however, be offset, without the beneficiary's consent, against any other amount owed by the beneficiary to the Agency, to the Commission or to an executive agency (under the EU or Euratom budget), up to the maximum contribution indicated for that beneficiary, in the estimated budget in Annex III.

I.5.5 Notification of amounts due

The Agency must send a *formal notification* to the coordinator:

- (a) informing it of the amount due; and
- (b) specifying whether the notification concerns a further pre-financing payment, an interim payment or the payment of the balance.

For the payment of the balance, the Agency must also specify the final amount of the grant determined in accordance with Article II.25.

I.5.6 Interest on late payment

If the Agency does not pay within the time limits for payment, the beneficiaries are entitled to late-payment interest 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 is 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*.

Late-payment interest is not due if all beneficiaries are Member States of the Union (including regional and local government authorities and other public bodies acting in the name of and on behalf of the Member State for the purpose of the Agreement).

If the Agency suspends the time limit for payment as provided for in Article II.24.2 or if it suspends an actual payments as provided for in Article II.24.1, these actions may not be considered as cases of late payment.

Late-payment interest covers 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 I.5.8. The Agency does not consider payable interest when determining the final amount of grant within the meaning of Article II.25.

As an exception to the first subparagraph, if the calculated interest is lower than or equal to EUR 200, it must be paid to the coordinator only if the coordinator requests it within two months of receiving late payment.

I.5.7 Currency for payments

The Agency must make payments in euros.

I.5.8 Date of payment

Payments by the Agency are considered to have been carried out on the date when they are debited to its account.

I.5.9 Costs of payment transfers

Costs of the payment transfers are borne as follows:

- (a) the Agency and/or the Commission bears the costs of transfer charged by its bank;
- (b) the beneficiary bears the costs of transfer charged by its bank;
- (c) the party causing a repetition of a transfer bears all costs of repeated transfers.

I.5.10 Payments to the coordinator

The Agency must make payments to the coordinator.

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

ARTICLE I.6 — BANK ACCOUNT FOR PAYMENTS

All payments must be made to the coordinator's bank account as indicated below:

Name of bank: **TRESOR PUBLIC**

Precise denomination of the account holder: **UNIVERSITE DE LILLE**

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

IBAN code: **FR7610071590000000101980357**

ARTICLE I.7 — DATA CONTROLLER, COMMUNICATION DETAILS OF THE PARTIES

I.7.1 Data controller

The entity acting as a data controller as provided for in Article II.7 is: Director of the Agency.

I.7.2 Communication details of the Agency

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

Education, Audiovisual and Culture Executive Agency
Ms María Luisa GARCIA MINGUEZ
Unit A3 – Erasmus+: Higher Education – Erasmus Mundus Joint Master Degrees
J-59 01/034
Avenue du Bourget, 1
1049 Brussels
BELGIUM

E-mail address: EACEA-EM-Consortia@ec.europa.eu

I.7.3 Communication details of the beneficiaries

Any communication from the Agency to the beneficiaries must be sent to the following address:

Mickael CAPRON
UNIVERSITE DE LILLE
CITE SCIENTIFIQUE BATIMENT C3,
F - 59655 VILLENEUVE D ASCQ

ARTICLE I.8 — ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

In accordance with Article II.9.3, whereby the Agency and/or the Union acquire rights to use the results of the action, these results may be exploited using any of the following modes:

- (a) distribution to the public in hard copies, in electronic or digital format, on the internet including social networks as a downloadable or non-downloadable file;
- (b) communication through press information services;
- (c) inclusion in widely accessible databases or indexes, such as via 'open access' or 'open data' portals, or similar repositories, whether freely accessible or accessible only upon subscription;
- (d) edit or re-write in another way the results of the action, including shortening, summarising, modifying the content, correcting technical errors in the content
- (e) cut, insert meta-data, legends or other graphic, visual, audio or word elements in the results of the action;
- (f) extract a part (e.g. audio or video files) of, divide into parts or compile the results of the action;
- (g) prepare derivative works of the results of the action;
- (h) translate, insert subtitles in, dub the results of the action in: all official languages of EU;
- (i) license or sub-license to third parties, including if there are licensed pre-existing rights, any of the rights or modes of exploitation set out above.

The beneficiaries must ensure that the Agency and/or the Union have the rights of use specified in the General Conditions for the whole duration of the industrial or intellectual property rights concerned.

ARTICLE I.9 — OBLIGATION TO CONCLUDE AN INTERNAL COOPERATION AGREEMENT

The beneficiaries must conclude an internal cooperation agreement including provisions on the management, operation and coordination of the beneficiaries and the implementation of the *action*.

ARTICLE I.10 — INAPPLICABILITY OF THE NO-PROFIT PRINCIPLE

As an exception to Article II.25.3, the no-profit principle does not apply to the *action*.

ARTICLE I.11 – PUBLICITY OBLIGATIONS

1. For the purpose of Article II.8 of the grant agreement, relating to the publicity and use of the relevant logo, the beneficiaries must follow the instructions available on the following website: https://eacea.ec.europa.eu/about-eacea/visual-identity_en
2. The beneficiaries must inform the public, press and media of the action (internet included), which must, in conformity with Article II.8 mentioned above, visibly indicate “with the support of the Erasmus+ Programme of the European Union” as well as the graphic logos.
3. Where the action, or part of the action, is a publication, the mention and graphic logos must appear on the cover or the first pages following the editor's mention.
4. If the action includes events for the public, signs and posters related to this action must be displayed. This must include the logos mentioned under point 1. Authorisation to use the logos described in point 1 implies no right of exclusive use and is limited to this agreement.

ARTICLE I.12 — DISSEMINATION AND EXPLOITATION OF RESULTS

Beneficiaries of grants under the Erasmus+ Programme have the duty to ensure that the work undertaken within the framework of this grant agreement and the results accruing from it receive substantial visibility. The coordinator must pay specific attention to the importance of dissemination, exploitation of results of the action and to their visibility at a transnational level. In this respect, the coordinator must:

- (a) create and maintain (at least during the project lifetime) a website for the action. The website must be kept up-to-date with at least: a description of the project, the contact details of the coordinator, the list of beneficiaries, mention of the European Union's financial support with the relevant logo (see Article I.11), and access to all results, as and when they become available.
- (b) update the project summary in accordance with the instructions provided in Annex V.
- (c) provide during the project lifetime the Agency and/or the Commission with the information requested in order to promote the Erasmus+ Programme and disseminate the results. This may include answering questionnaires and entering data into databases.
- (d) use Erasmus+ Project Result Platform, on the website <http://ec.europa.eu/programmes/erasmus-plus/projects/> to disseminate project results and deliverables in accordance with the instructions provided therein. The approval of the final report will be subject to the upload of the project results/deliverables on the aforementioned platform by the time of its submission.

ARTICLE I.13 – MEETINGS BETWEEN AGENCY AND BENEFICIARIES

Representatives of the coordinator (or other beneficiaries if required) shall participate in meetings organised by the Agency. There will be a maximum of 4 meetings per grant agreement. The expenses for participation will be considered eligible costs and are covered by the project budget under "lump sum contribution to the management costs".

ARTICLE I.14 – GRANT REDUCTION IN THE CASE OF NON-COMPLIANCE WITH AN OBLIGATION UNDER THE GRANT AGREEMENT AND FOR NON-, POOR, PARTIAL, OR LATE IMPLEMENTATION

1. For the purpose of poor, partial or late implementation as provided for in Article II.25.4, the assessment of the implementation of the project will be performed by the Agency, which will result in the award of a score comprised between 0% and 100%, where 0% is at the bottom of the rating scale (corresponding to the worst quality of implementation) and 100% is at the top (corresponding to the best quality of implementation).

2. The score awarded will take into account the existence and seriousness of non-, poor, partial or late implementation, and its impact on the achievement of the project. If the score is below 50%, the following reduction rates may be applied on the maximum amount of the grant provided for in the grant agreement:

- 25% if the project scores at least 40% and below 50%, meaning that some objectives/results set in the application have not been reached, limiting the global result of the project;
- 35% if the project scores at least 30% and below 40% meaning that several important objectives/results set in the application have not been reached, the global result of the project has been affected and the project can be considered only partially achieved;
- 55% if the project scores at least 20% and below 30% meaning that the majority of the objectives/results set in the application have not been reached, the global result of the project has been strongly affected and the project cannot be considered achieved;
- 75% if the project scores below 20%, meaning that any objectives/results set in the application have not been reached and any substantial outcomes of the project have not been reached in a satisfactory way.

3. Without prejudice to the right to terminate the grant, the Agency may also apply a 20%-reduction rate on the maximum amount of the grant if an obligation under the Grant Agreement has been breached, in particular in case of non-compliance with the obligation of visibility of Union funding set out in Article II.8 which constitutes a substantial obligation.

ARTICLE I.15 — SETTLEMENT OF DISPUTES WITH NON-EU BENEFICIARIES

This provision applies where a beneficiary is legally established in a country other than a Member State of the European Union (the 'non-EU beneficiary').

As an exception to Article II.18.2, any of the parties (the Agency or the non-EU beneficiary) may bring before the Belgian Courts any dispute between them concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably.



Where one party has brought proceedings before the Belgian Courts, the other party may not bring a claim arising from the interpretation, application or validity of the Agreement in any other court than the Belgian Courts before which the proceedings have already been brought.

SIGNATURES

For the coordinator

JEAN CHRISTOPHE CAMART,

Function:



[signature]

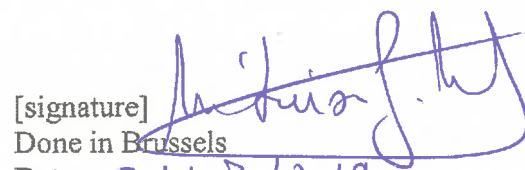
Done in Lille

Date: **26 JUL. 2019**

For the Agency

María Luisa GARCIA MINGUEZ

Acting Head of Unit



[signature]

Done in Brussels

Date: 31/07/2019

In duplicate in English

ANNEX I

DESCRIPTION OF THE ACTION

The grant awarded aims at implementing the activities as they are described in the application form submitted by:

UNIVERSITE DE LILLE

for the action entitled:

European master in Biorefinery

and registered by the Agency under the reference:

610515-EPP-1-2019-1-FR-EPPKA1-JMD-MOB

ANNEX II

GENERAL CONDITIONS

ANNEX II — GENERAL CONDITIONS

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PART A — LEGAL AND ADMINISTRATIVE PROVISIONS

ARTICLE II.1 — DEFINITIONS

The following definitions apply for the purpose of the Agreement:

‘Action’: the set of activities or the project for which the grant is awarded, to be implemented by the beneficiaries as described in Annex I.

‘Breach of obligations’: failure by a beneficiary to fulfil one or more of its contractual obligations.

‘Confidential information or document’: any information or document (in any format) received by either party from the other or accessed by either party in the context of the implementation of the Agreement that any of the parties has identified in writing as confidential. It does not include information that is publicly available.

‘Conflict of interests’: a situation where the impartial and objective implementation of the Agreement by a beneficiary is compromised for reasons involving family, emotional life, political or national affinity, economic interest, any other direct or indirect personal interest or any other shared interest with the Agency or any third party related to the subject matter of the Agreement.

‘Direct costs’: 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;

‘Force majeure’: any unforeseeable, exceptional situation or event beyond the control of the parties that prevents either of them from fulfilling any of their obligations under the Agreement, which is not attributable to error or negligence on their part or on the part of the subcontractors affiliated entities or third parties in receipt of financial support and which proves to be inevitable despite their exercising due diligence. The following cannot be invoked as *force majeure*: labour disputes, strikes, financial difficulties or any default of a service, defect in equipment or materials or delays in making them available, unless they stem directly from a relevant case of *force majeure*;

‘Formal notification’: form of communication between the parties made in writing by mail or electronic mail which provides the sender with compelling evidence that the message was delivered to the specified recipient;

‘Fraud’: any act or omission relating to the use or presentation of false, incorrect or incomplete statements or documents, which has as its effect the misappropriation or wrongful retention of funds or assets from the Union budget, the non-disclosure of information in violation of a specific obligation, with the same effect or the misapplication of such funds or assets for purposes other than those for which they were originally granted.

‘Grave professional misconduct’: a violation of applicable laws or regulations or ethical standards of the profession to which a person or entity belongs, or any wrongful conduct of a person or entity which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence.

‘Implementation period’: the period of implementation of the activities forming part of the action, as specified in Article I.2.2;

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

‘Irregularity’: any infringement of a provision of Union law resulting from an act or omission by a beneficiary, which has or would have the effect of prejudicing the Union’s budget;

‘Maximum amount of the grant’: the maximum EU contribution to the action, as defined in Article I.3.1;

‘Pre-existing matériel’: any materials, document, technology or know-how which exists prior to the beneficiary using it for the production of a result in the implementation of the action;

‘Pre-existing right’: any industrial and intellectual property right on pre-existing material; it may consist in a right of ownership, a licence right and/or a right of use belonging to the beneficiary or any other third parties;

‘Related person’: any natural or legal person who is a member of the administrative management or supervisory body of the beneficiary or who has powers of representation, decision or control with regard to the beneficiary;

‘Starting date’: the date on which the implementation of the action starts as provided for in Article I.2.2;

‘Subcontract’: a procurement contract within the meaning of Article II.10, which covers the implementation by a third party of tasks forming part of the action as described in Annex I.

ARTICLE II.2 — GENERAL OBLIGATIONS AND ROLES OF THE BENEFICIARIES

II.2.1 General obligations and role of the beneficiaries

The beneficiaries:

- (a) are jointly and severally liable for carrying out the *action* in accordance with the Agreement. If a beneficiary fails to implement its part of the *action*, the other beneficiaries become responsible for implementing this part (but without increasing the *maximum amount of the grant*);
- (b) must comply jointly or individually with any legal obligations they are bound by under applicable EU, international and national law;
- (c) must make appropriate internal arrangements to implement the *action* properly. The arrangements must be consistent with the terms of the Agreement. If provided for in the Special Conditions, those arrangements must take the form of an internal cooperation agreement between the beneficiaries.

II.2.2 General obligations and role of each beneficiary

Each beneficiary must:

- (a) inform the coordinator immediately of any events or circumstances of which the beneficiary is aware, that are likely to affect or delay the implementation of the *action*;
- (b) inform the coordinator immediately:
 - (i) of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative;
 - (ii) of any change in the legal, financial, technical, organisational or ownership situation of its affiliated entities and of any change in their name, address or legal representative;
 - (iii) of any change regarding the exclusion situations listed in Article 136 of Regulation (EU) 2018/1046, including for 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 required for audits, checks or evaluations as provided for in Article II.27.
 - (iii) any other information to be provided to the Agency under the Agreement, except if the Agreement requires such information to be submitted directly by the beneficiary.

II.2.3 General obligations and role of the coordinator

The coordinator:

- (a) must monitor the implementation of the *action* in order to make sure that the *action* is implemented in accordance with the terms of the Agreement;
- (b) is the intermediary for all communications between the beneficiaries and the Agency, except if provided otherwise in the Agreement. In particular, the coordinator:
 - (i) must immediately inform the Agency:
 - of any change in the name, address, legal representative of any of the beneficiaries or of their affiliated entities;
 - of any change in the legal, financial, technical, organisational or ownership situation of any of the beneficiaries or of their affiliated entities;
 - of any events or circumstances of which the coordinator is aware, that are likely to affect or delay the implementation of the *action*;
 - of any change regarding the exclusion situations listed in Article 136 of Regulation (EU) 2018/1046, for any of the beneficiaries or their affiliated entities.
 - (ii) is responsible for supplying the Agency with all documents and information required under the Agreement, except if provided otherwise in the Agreement itself. If information is required from the other beneficiaries, the coordinator is responsible for obtaining and verifying this information before passing it on to the Agency;
- (c) must make the appropriate arrangements for providing any financial guarantees required under the Agreement;
- (d) must draw up the requests for payment in accordance with the Agreement;
- (e) if it is designated as the sole recipient of payments on behalf of all of the beneficiaries, it must ensure that all the appropriate payments are made to the other beneficiaries without unjustified delay;
- (f) is responsible for providing all the necessary documents required for checks and audits initiated before the payment of the balance or documents required for evaluation as provided for in Article II.27.

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

ARTICLE II.3 — COMMUNICATION BETWEEN THE PARTIES

II.3.1 Form and means of communication

Any communication relating to the Agreement or to its implementation, including the notification of decisions, letters, documents or information related to administrative procedures, must:

- (a) be made in writing (in paper or electronic form) in the language of the Agreement;
- (b) bear the number of the Agreement; and
- (c) be made using the communication details identified in Article I.7.

In particular, the parties agree that any *formal notification* made by mail or email has full legal effect and is admissible as evidence in administrative or judicial proceedings.

If a party requests written confirmation of an electronic communication within a reasonable time, the sender must provide the signed hard copy of the document sent electronically as soon as possible.

II.3.2 Date of communications

Any communication is considered to have been effected when the receiving party receives it, unless the Agreement states that communication is considered to have been effected on the date when it was sent.

An email is considered to have been received by the receiving party on the date of dispatch, provided that it is sent to the email address indicated in Article I.7. The sender must be able to prove the date of dispatch, for instance by an automatically generated read report. If the sender receives a non-delivery report, it must make every effort to ensure that the other party actually receives the communication by email or mail. In such a case, the sender is not held in breach of its obligation to send the communication within a specified time limit.

Mail sent to the Agency using the postal or courier 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.7.2.

Formal notifications are to be considered as having been received on the date of receipt indicated in the proof received by the sender that the message was delivered to the addressee.

The Agency may consider any undisclosed change of postal or electronic address by the other party to this Agreement as grave professional misconduct, which is one of the situations of exclusion referred to in Article 136(1)(c) of Regulation (EU, Euratom) 2018/1046.

ARTICLE II.4 — LIABILITY FOR DAMAGES

II.4.1 The Agency may 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.4.2 Except in cases of *force majeure*, the beneficiaries must compensate the Agency for any damage it sustains as a result of the implementation of the *action* or because the *action* was not implemented in full compliance with the Agreement.

ARTICLE II.5 — CONFLICT OF INTERESTS

II.5.1 The beneficiaries must take all necessary measures to prevent any situation of *conflict of interests*.

II.5.2 The beneficiaries must inform the Agency without delay of any situation constituting or likely to lead to a *conflict of interests*. They must take immediately all the necessary steps to rectify this situation.

The Agency may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

ARTICLE II.6 — CONFIDENTIALITY

II.6.1 During implementation of the *action* and for five years after the payment of the balance, the parties must treat with confidentiality any *confidential information and documents*.

II.6.2 The parties may only use *confidential information and documents* for a reason other than to fulfil their obligations under the Agreement if they have first obtained the prior written agreement of the other party.¹

II.6.3 The confidentiality obligations do not apply if:

- (a) the disclosing party agrees to release the other party from those obligations;
- (b) the *confidential information or documents* become public through other means than a breach of the confidentiality obligations;
- (c) the disclosure of the *confidential information or documents* is required by law.

ARTICLE II.7 — PROCESSING OF PERSONAL DATA

II.7.1 Processing of personal data by the Agency

Any personal data included in the Agreement must be processed by the Agency in accordance with Regulation (EU) No 2018/1725.¹

Such data must be processed by the data controller identified in Article I.7.1 solely for implementing, managing and monitoring the Agreement or to protect the financial interests of the EU, including checks, audits and investigations in accordance with Article II.27.

The beneficiaries have the right to access, rectify or erase their own personal data and the right to restrict or, where applicable, the right to data portability or the right to object to data processing in accordance with Regulation (EU) No 2018/1725. For this purpose, they must send any queries about the processing of their personal data to the data controller identified in Article I.7.1.

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

¹ Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC.

II.7.2 Processing of personal data by the beneficiaries

The beneficiaries must process personal data under the Agreement in compliance with applicable EU and national law on data protection (including authorisations or notification requirements).

The beneficiaries may grant their personnel access only to data that is strictly necessary for implementing, managing and monitoring the Agreement. The beneficiary must ensure that the personnel authorised to process personal data has committed itself to confidentiality or is under appropriate statutory obligation of confidentiality.

The beneficiaries must inform the personnel whose personal data are collected and processed by the Agency. For this purpose, they must provide them with the privacy statement which is published in the website of the Agency, before transmitting their data to the Agency.

The beneficiaries must adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature, scope, context and purposes of processing of the personal data concerned. This is in order to ensure, as appropriate:

- (a) the pseudonymisation and encryption of personal data;
- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
- (e) measures to protect personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed.

ARTICLE II.8 — VISIBILITY OF UNION FUNDING

II.8.1 Information on Union funding and use of the European Union emblem

Unless the Agency requests or agrees otherwise, any communication or publication made by the beneficiaries jointly or individually that relates to the *action*, including at conferences, seminars or in any information or promotional materials (such as brochures, leaflets, posters, presentations, in electronic form, etc.), must:

- (a) indicate that the *action* has received funding from the Union; and
- (b) 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 on the beneficiaries a right of exclusive use. The beneficiaries may 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 may use the European Union emblem without first obtaining permission from the Agency.

II.8.2 Disclaimers excluding Agency and Commission responsibility

Any communication or publication that relates to the *action*, made by the beneficiaries jointly or individually in any form and using any means, must indicate:

- (a) that it reflects only the author's view; and
- (b) that the Agency and the Commission are not responsible for any use that may be made of the information it contains.

ARTICLE II.9 — PRE-EXISTING RIGHTS AND OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

II.9.1 Ownership of the results by the beneficiaries

The beneficiaries retain ownership of the results of the *action*, including industrial and intellectual property rights, and of the reports and other documents relating to it, unless stipulated otherwise in the Agreement.

II.9.2 Pre-existing rights

If the Agency and/or the Commission sends the beneficiaries a written request specifying which of the results it intends to use, the beneficiaries must:

- (a) establish a list specifying all *pre-existing rights* included in those results; and
- (b) provide this list to the Agency at the latest with the request for payment of the balance.

The beneficiaries must ensure that they or their affiliated entities have all the rights to use any *pre-existing rights* during the implementation of the Agreement.

II.9.3 Rights of use of the results and of pre-existing rights by the Agency and/or the Union

The beneficiaries grant the Union the following rights to use the results of the *action*:

- (a) for its own purposes and in particular to make available to persons working for the Agency, the Commission, other Union institutions, agencies and bodies and to Member States' institutions, as well as to copy and reproduce in whole or in part and in an unlimited number of copies;
- (b) reproduction: the right to authorise direct or indirect, temporary or permanent reproduction of the results by any means (mechanical, digital or other) and in any form, in whole or in part;
- (c) communication to the public: the right to authorise any display performance or communication to the public, by wire or wireless means, including making the results available to the public in such a way that members of the public may access them from a place and at a time individually chosen by them; this right also includes communication and broadcasting by cable or by satellite;
- (d) distribution: the right to authorise any form of distribution of results or copies of the results to the public;

- (e) adaptation: the right to modify the results;
- (f) translation;
- (g) the right to store and archive the results in line with the document management rules applicable to the Agency and/or the Commission , including digitisation or converting the format for preservation or new use purposes;
- (h) where the results are documents, the right to authorise the reuse of the documents in conformity with Commission Decision 2011/833/EU of 12 December 2011 on the reuse of Commission documents if that Decision is applicable and if the documents fall within its scope and are not excluded by any of its provisions. For the sake of this provision, the terms 'reuse' and 'document' have the meanings given to them by Decision 2011/833/EU.

The above rights of use may be further specified in the Special Conditions.

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

The beneficiaries must ensure that the Agency and/or the Union have the right to use any *pre-existing rights* included in the results of the *action*. The *pre-existing rights* must be used for the same purposes and under the same conditions as applicable to the rights of use of the results of the *action*, unless specified otherwise in the Special Conditions.

Information about the copyright owner must be inserted in cases where the result is divulged by the Union. The copyright information must read: '© — year — name of the copyright owner. All rights reserved. Licenced to the European Union under conditions'.

If the beneficiaries grant rights of use to the Agency and/or the Commission, this does not affect its confidentiality obligations under Article II.6 or the beneficiaries' obligations under Article II.2.1.

ARTICLE II.10 — AWARD OF CONTRACTS NECESSARY FOR THE IMPLEMENTATION OF THE ACTION

II.10.1 If the implementation of the *action* requires the beneficiaries to procure goods, works or services, they may award the contract in accordance with their usual purchasing practices provided that the contract is awarded to the tender offering best value for money or, as appropriate, to the tender offering the lowest price. In doing so, they must avoid any *conflict of interests*.

The beneficiaries must ensure that the Agency, the Commission, the European Court of Auditors and the European Anti-Fraud Office (OLAF) can exercise their rights under Article II.27 also towards the beneficiaries' contractors.

II.10.2 Beneficiaries that are 'contracting authorities' within the meaning of Directive 2014/24/EU² or 'contracting entities' within the meaning of Directive 2014/25/EU³ must comply with the applicable national public procurement rules.

² Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC

³ Directive 2014/25/EU of the European Parliament and of the Council of 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC

The beneficiaries must ensure that the conditions applicable to them under Articles II.4, II.5, II.6 and II.9 are also applicable to the contractors.

II.10.3 The beneficiaries remain solely responsible for carrying out the *action* and for compliance with the Agreement.

II.10.4 If the beneficiaries breach their obligations under Article II.10.1 the costs related to the contract concerned are considered ineligible in accordance with Article II.19.2 (c), (d) and (e).

If the beneficiaries breach their obligations under Article II.10.2 the grant may be reduced in accordance with Article II.25.4.

ARTICLE II.11 — SUBCONTRACTING OF TASKS FORMING PART OF THE ACTION

II.11.1 Beneficiaries may subcontract tasks forming part of the *action*. If they do so, they must ensure that, in addition to the conditions specified in Article II.10, the following conditions are also complied with:

- (a) subcontracting does not cover core tasks of the *action*;
- (b) recourse to subcontracting is justified because of 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 III;
- (d) any recourse to subcontracting, if not provided for in Annex I, is communicated by the coordinator and approved by the Agency. The Agency may grant approval:
 - (i) before any recourse to subcontracting, if the beneficiaries request an amendment as provided for in Article II.13; or
 - (ii) after recourse to subcontracting if the subcontracting:
 - is specifically justified in the interim or final technical report referred to in Articles I.4.3 and I.4.4; and
 - does not entail changes to the Agreement which would call into question the decision awarding the grant or be contrary to the equal treatment of applicants;
- (e) the beneficiaries ensure that the conditions applicable to them under Article II.8 are also applicable to the subcontractors.

II.11.2 If the beneficiaries breach their obligations under Article II.11.1 (a), (b), (c) or (d), the costs related to the contract concerned are considered ineligible in accordance with Article II.19.2 (f).

If the beneficiaries breach their obligation under Article II.11.1 (e) the grant may be reduced in accordance with Article II.25.4.

ARTICLE II.12 — FINANCIAL SUPPORT TO THIRD PARTIES

II.12.1 If, while implementing the *action*, the beneficiaries have to give financial support to third parties, the beneficiaries must give such financial support in accordance with the conditions specified in Annex I. Under those conditions, the following information must be stated at least:

- (a) the maximum amount of financial support. This amount may not exceed EUR 60 000 for each third party except if achieving the objective of the *action* as specified in Annex I would otherwise be impossible or overly difficult;
 - (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 persons or categories of persons which may receive financial support;
 - (e) the criteria for giving the financial support.
- II.12.2** As an exception to Article II.12.1, if the financial support takes the form of a prize, the beneficiaries must give such financial support in accordance with the conditions specified in Annex I. Under those conditions, the following information must at least be stated:
- (a) the eligibility and award criteria;
 - (b) the amount of the prize;
 - (c) the payment arrangements.
- II.12.3** The beneficiaries must ensure that the conditions applicable to them under Articles II.4, II.5, II.6, II.8, II.9 and II.27 are also applicable to the third parties receiving financial support.

ARTICLE II.13 — AMENDMENTS TO THE AGREEMENT

- II.13.1** Any amendment to the Agreement must be made in writing.
- II.13.2** 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.13.3** Any request for amendment must:
- (a) be duly justified;
 - (b) be accompanied by appropriate supporting documents; and
 - (c) 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 *implementation period*.
- Point (c) does not apply in cases duly substantiated by the party requesting the amendment if the other party agrees.
- II.13.4** A request for amendment on behalf of the beneficiaries must be submitted by the coordinator. If a change of coordinator is requested without its agreement, the request must be submitted by all other beneficiaries and must be accompanied by the opinion of the coordinator or proof that this opinion has been requested in writing.
- II.13.5** Amendments enter into force on the date on which the last party signs or on the date of approval of the request for amendment.
- Amendments 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.14 — ASSIGNMENT OF CLAIMS FOR PAYMENTS TO THIRD PARTIES

II.14.1 The beneficiaries may not assign any of their claims for payment against the Agency to any third party, except if approved by the Agency on the basis of a reasoned, written request by the coordinator made on behalf of the beneficiaries.

If the Agency does not accept the assignment or the terms of it are not complied with, the assignment has no effect on it.

II.14.2 In no circumstances may an assignment release the beneficiaries from their obligations towards the Agency.

ARTICLE II.15 — FORCE MAJEURE

II.15.1 A party faced with *force majeure* must send a *formal notification* to the other party without delay, stating the nature of the situation or of the event, its likely duration and foreseeable effects.

II.15.2 The parties must take the necessary measures to limit any damage due to *force majeure*. They must do their best to resume the implementation of the *action* as soon as possible.

II.15.3 The party faced with *force majeure* may not be considered in breach of its obligations under the Agreement if it has been prevented from fulfilling them by *force majeure*.

ARTICLE II.16 — SUSPENSION OF THE IMPLEMENTATION OF THE ACTION**II.16.1 Suspension of implementation by the beneficiaries**

The coordinator, on behalf of the beneficiaries, may suspend the implementation of the *action* or any part of it, if exceptional circumstances make such implementation impossible or excessively difficult, in particular in the event of *force majeure*.

The coordinator must immediately inform the Agency, stating:

- (a) the reasons for suspension, including details about the date or period when the exceptional circumstances occurred; and
- (b) the expected date of resumption.

Once the circumstances allow the beneficiaries to resume implementing the *action*, the coordinator must inform the Agency immediately and present a request for amendment of the Agreement as provided for in Article II.16.3. This obligation does not apply if the Agreement or the participation of a beneficiary is terminated in accordance with Articles II.17.1, II.17.2 or points (c) or (d) of Article II.17.3.1.

II.16.2 Suspension of implementation by the Agency**II.16.2.1 Grounds for suspension**

The Agency may suspend the implementation of the *action* or any part thereof:

- (a) if the Agency has evidence that a beneficiary has committed *irregularities, fraud or breach of obligations* in the award procedure or while implementing the Agreement;

- (b) if the Agency has evidence that a beneficiary has committed systemic or recurrent *irregularities, fraud* or serious *breach of obligations* in other grants funded by the Union or the European Atomic Energy Community ('Euratom') awarded to the beneficiary under similar conditions and the *irregularities, fraud* or *breach of obligations* have a material impact on this grant; or
- (c) if the Agency suspects *irregularities, fraud* or *breach of obligations* committed by a beneficiary in the award procedure or while implementing the Agreement and needs to verify whether they have actually occurred.

II.16.2.2 Procedure for suspension

Step 1 — Before suspending implementation of the *action*, the Agency must send a *formal notification* to the coordinator:

- (a) informing it of:
 - (i) its intention to suspend the implementation;
 - (ii) the reasons for suspension;
 - (iii) the necessary conditions for resuming the implementation in the cases referred to in points (a) and (b) of Article II.16.2.1; and
- (b) inviting it to submit observations within 30 calendar days of receiving the formal notification.

Step 2 — If the Agency does not receive observations or decides to pursue the procedure despite the observations it has received, it must send a *formal notification* to the coordinator informing it of:

- (a) the suspension of the implementation;
- (b) the reasons for suspension; and
- (c) the final conditions for resuming the implementation in the cases referred to in points (a) and (b) of Article II.16.2.1; or
- (d) the indicative date of completion of the necessary verification in the case referred to in point (c) of Article II.16.2.1.

The coordinator must immediately inform the other beneficiaries of the suspension. The suspension takes effect five calendar days after the *formal notification* is received by the coordinator or on a later date specified in the *formal notification*.

Otherwise, the Agency must send a *formal notification* to the coordinator informing it that it is not continuing the suspension procedure.

II.16.2.3 Resuming implementation

In order to resume the implementation, the beneficiaries must meet the notified conditions as soon as possible and must inform the Agency of any progress made.

If the conditions for resuming the implementation are met or the necessary verifications are carried out, the Agency must send a *formal notification* to the coordinator:

- (a) informing it that the conditions for lifting the suspension are met; and

- (b) requiring it to present a request for amendment of the Agreement as provided for in Article II.16.3. This obligation does not apply if the Agreement or the participation of a beneficiary is terminated in accordance with Articles II.17.1, II.17.2 or points (c), (g) or (h) of Article II.17.3.1.

II.16.3 Effects of the suspension

If the implementation of the *action* can be resumed and the Agreement has not been terminated, an amendment to the Agreement must be made in accordance with Article II.13 in order to:

- (a) set the date on which the *action* is to be resumed;
- (b) extend the duration of the *action*; and
- (c) make other changes necessary to adapt the *action* to the new situation.

The suspension is lifted with effect from the resumption date set out in the amendment. This date may be before the date on which the amendment enters into force.

Costs incurred during the period of suspension that relate to the implementation of the suspended *action* or the suspended part of it may not be reimbursed or covered by the grant.

Suspending implementation of the *action* does not affect the Agency's right to terminate the Agreement or to terminate the participation of a beneficiary in accordance with Article II.17.3, reduce the grant or recover amounts unduly paid in accordance with Articles II.25.4 and II.26.

Neither party may claim damages due to suspension by the other party.

ARTICLE II.17 — TERMINATION OF THE AGREEMENT

II.17.1 Termination of the Agreement by the coordinator

The beneficiaries may terminate the Agreement.

The coordinator must send a *formal notification* of termination to the Agency, stating:

- (a) the reasons for termination; and
- (b) the date on which the termination takes effect. This date must be set after the *formal notification*.

If the coordinator does not state the reasons for the termination or if the Agency considers that the reasons do not justify termination, the Agreement is considered to have been terminated improperly.

The termination takes effect on the day specified in the *formal notification*.

II.17.2 Termination of the participation of one or more beneficiaries by the coordinator

The participation of one or more beneficiaries may be terminated by the coordinator at the request of the beneficiary concerned or on behalf of the other beneficiaries.

The coordinator must send a *formal notification* of termination to the Agency and inform the beneficiary concerned by termination.

If the coordinator's participation is terminated without its agreement, the *formal notification* must be submitted by another beneficiary (acting on behalf of the other beneficiaries).

The *formal notification* must include:

- (a) the reasons for termination;
- (b) the opinion of the beneficiary concerned by termination (or proof that this opinion has been requested in writing);
- (c) the date on which the termination takes effect. This date must be set after the *formal notification*; and
- (d) a request for amendment as provided for in Article II.17.4.2(a).

If the coordinator or beneficiary does not state the reasons for the termination or if the Agency considers that the reasons do not justify termination, the participation will be considered to have been terminated improperly.

The termination takes effect on the day specified in the *formal notification*.

II.17.3 Termination of the Agreement or the participation of one or more beneficiaries by the Agency

II.17.3.1 Grounds for termination

The Agency may terminate the Agreement or the participation of any one or several beneficiaries, if:

- (a) 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, or a change regarding the exclusion situations listed in Article 136 of Regulation (EU) 2018/1046, that calls into question the decision to award the grant;
- (b) 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) the beneficiaries, any *related person* or any natural person who is essential for the award or for the implementation of the Agreement have committed serious *breach of obligations*, including improper implementation of the *action* as described in Annex I;
- (d) the implementation of the *action* is prevented or suspended due to *force majeure* or exceptional circumstances and either:
 - (i) resumption is impossible; or
 - (ii) the necessary changes to the Agreement would call into question the decision awarding the grant or be contrary to the equal treatment of applicants;
- (e) a beneficiary or a natural or legal person that assumes unlimited liability for the debts of that beneficiary:
 - (i) is declared bankrupt, is subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a Court, has entered into an agreement with creditors, has suspended business activities or is in any analogous situation arising from a similar procedure provided for under the Union or national law;

- (ii) is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;
- (f) a beneficiary or any *related person* or any natural person who is essential for the award or for the implementation of the Agreement has committed:
 - (i) *grave professional misconduct* proven by any means;
 - (ii) fraud;
 - (iii) corruption;
 - (iv) conduct related to criminal organisations;
 - (v) money laundering;
 - (vi) terrorism-related crimes (including terrorism financing);
 - (vii) child labour or other offences concerning trafficking of human beings;
- (g) the Agency has evidence that a beneficiary or any *related person* or any natural person who is essential for the award or for the implementation of the Agreement has committed *irregularities, fraud or breach of obligations* in the award procedure or while implementing the Agreement, including if that beneficiary, *related person* or natural person has submitted false information or failed to provide required information;
- (h) the Agency has evidence that a beneficiary has committed systemic or recurrent *irregularities, fraud or serious breach of obligations* in other Union or Euratom grants awarded to it under similar conditions and such *irregularities, fraud or breach of obligations* have a material impact on this grant;
- (i) a beneficiary or any *related person* or any natural person who is essential for the award or for the implementation of the Agreement has created an entity under a different jurisdiction with the intend to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business;
- (j) a beneficiary or any *related person* or any natural person who is essential for the award or for the implementation of the Agreement has been created with the intend referred to in point (i) or
- (k) the Agency has sent a beneficiary, through the coordinator, a *formal notification* asking it to end the participation of its affiliated entity because that entity is in a situation provided for in points (e) to (j) and that beneficiary has failed to request an amendment ending the participation of the entity and reallocating its tasks.

II.17.3.2 Procedure for termination

Step 1- Before terminating the Agreement or participation of one or more beneficiaries, the Agency must send a *formal notification* to the coordinator:

- (a) informing it of:
 - (i) its intention to terminate;
 - (ii) the reasons for termination; and
- (b) requiring it, within 45 calendar days of receiving the formal notification,:
 - (i) to submit observations on behalf of all beneficiaries; and

- (ii) in the case of point (c) of Article II.17.3.1, to inform the Agency of the measures to ensure compliance with the obligations under the Agreement.

Step 2 — If the Agency does not receive observations or decides to pursue the procedure despite the observations it has received, it will send a *formal notification* to the coordinator informing it of the termination and the date on which it takes effect. The coordinator must immediately inform the other beneficiaries of the termination.

Otherwise, the Agency must send a *formal notification* to the coordinator informing it that the termination procedure is not continued.

The termination takes effect:

- (a) for terminations under points (a), (b), (c) and (e) of Article II.17.3.1: on the day specified in the *formal notification* of termination referred to in the second subparagraph (i.e. in Step 2 above);
- (b) for terminations under points (d), (f) and points (g) to (j) of Article II.17.3.1: on the day after the coordinator receives the *formal notification* of termination referred to in the second subparagraph (i.e. in Step 2 above).

II.17.4 Effects of termination

II.17.4.1 Effects of terminating the Agreement:

Within 60 calendar days from the day on which the termination takes effect, the coordinator must submit a request for payment of the balance as provided for in Article I.4.4.

If the Agency does not receive the request for payment of the balance by the above deadline, only costs or contributions which are included in an approved technical report and, where relevant, in an approved financial statement, are reimbursed or covered by the grant.

If the Agreement is terminated by the Agency because the coordinator has breached its obligation to submit the request for payment, the coordinator may not submit any request for payment after termination. In that case the second subparagraph applies.

The Agency calculates the final grant amount as referred to in Article II.25 and the balance as referred to in Article I.5.4 on the basis of the reports submitted. Only activities undertaken before the date when the termination takes effect or the end date of the *implementation period* as specified in Article I.2.2, whichever is the earliest, must be taken into account. Where the grant takes the form of reimbursement of costs actually incurred as provided for in Article I.3.2(a)(i), only costs incurred before termination takes effect are reimbursed or covered by the grant. Costs relating to contracts due for execution only after termination are not taken into account and are not reimbursed or covered by the grant.

The Agency may reduce the grant in accordance with Article II.25.4 in case of:

- (a) improper termination of the Agreement by the coordinator within the meaning of Article II.17.1; or
- (b) termination of the Agreement by the Agency on any of the grounds set out in points (c), (f) and points (g) to (j) of Article II.17.3.1.

Neither party may claim damages on the grounds that the other party terminated the Agreement.

After termination, the beneficiaries' obligations continue to apply, in particular those under Articles I.4, II.6, II.8, II.9, II.14, II.27 and any additional provisions on the use of the results, as set out in the Special Conditions.

II.17.4.2 Effects of terminating the participation of one or more beneficiaries:

(a) The coordinator must submit a request for amendment including:

- (i) a proposal to reallocate the tasks of the beneficiary or beneficiaries concerned by the termination; and
- (ii) if necessary, the addition of one or more new beneficiaries to succeed the beneficiary or beneficiaries concerned in all their rights and obligations under the Agreement.

If the Agency terminates the participation of a beneficiary, the coordinator must submit the request for amendment within 60 calendar days from the day on which the termination takes effect.

If the coordinator terminates the participation of a beneficiary, the request for amendment must be included in the *formal notification* of termination referred to in Article II.17.2.

If termination takes effect after the end of the *implementation period*, no request for amendment must be provided unless the beneficiary concerned is the coordinator. In this case, the request for amendment must propose a new coordinator.

If the request for amendment is rejected by the Agency, the Agreement may be terminated in accordance with Article II.17.3.1 (b). The request for amendment may be rejected if it calls into question the decision awarding the grant or is contrary to the equal treatment of applicants.

(b) The beneficiary concerned by termination must submit to the coordinator:

- (i) a technical report; and
- (ii) where applicable, a financial statement covering the period from the end of the last reporting period to the date when termination takes effect.

The coordinator must include this information in the payment request for the next reporting period.

Only activities undertaken before the date when the termination takes effect must be taken into account. Where the grant takes the form of reimbursement of costs actually incurred as provided for in Article I.3.2(a)(i), only costs incurred by the beneficiary concerned before termination takes effect are reimbursed or covered by the grant. Costs relating to contracts due for execution only after termination are not reimbursed or covered by the grant.

The Agency may reduce the grant in accordance with Article II.25.4. in case of:

- (a) improper termination of the participation of a beneficiary by the coordinator within the meaning of Article II.17.2 or
- (b) termination of the participation of a beneficiary by the Agency on any of the grounds set out in points (c), (f), (g), (h) or (i) of Article II.17.3.1.

Neither party may claim damages on the grounds that the other party terminated the participation of a beneficiary.

After termination, the concerned beneficiary's obligations continue to apply, in particular those under Articles I.4, II.6, II.8, II.9, II.14, II.27 and any additional provisions on the use of the results, as set out in the Special Conditions.

ARTICLE II.18 — APPLICABLE LAW, SETTLEMENT OF DISPUTES AND ENFORCEABLE DECISIONS

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

II.18.2 In accordance with Article 272 TFEU, the General Court or, on appeal, the Court of Justice of the European Union, has sole jurisdiction to hear any dispute between the Union and any beneficiary concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably.

II.18.3 In accordance with Article 299 TFEU, for the purposes of recovery within the meaning of Article II.26, the Agency or 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 in accordance with 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 and which meet the following criteria:

- (a) they are incurred within the *implementation period*, with the exception of costs relating to the request for payment of the balance and the corresponding supporting documents referred to in Article I.4.4;
- (b) they are indicated in the estimated budget of the *action*. The estimated budget is set out in Annex III;
- (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 they are recorded in the beneficiary's accounting records and determined according to the applicable accounting standards of the country where the beneficiary is established and according to the beneficiary's usual cost accounting practices;
- (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

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

In particular, the following categories of costs are eligible *direct costs*, provided that they satisfy the eligibility conditions 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*, provided that these costs are in line with the beneficiary's usual policy on remuneration.

Those costs include actual salaries plus social security contributions and other statutory costs included in the remuneration. They may also comprise 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 costs of natural persons working under a contract with the beneficiary other than an employment contract or who are seconded to the beneficiary by a third party against payment may also be included under such personnel costs, provided that the following conditions are fulfilled:

- (i) the person works under conditions similar to those of an employee (in particular regarding the way the work is organised, the tasks that are performed and the premises where they are performed);
 - (ii) the result of the work belongs to the beneficiary (unless exceptionally agreed otherwise); and
 - (iii) the costs are not significantly different from the costs of staff performing similar tasks under an employment contract with the beneficiary;
- (b) costs of travel and related subsistence allowances, provided that these costs are in line with the beneficiary's usual practices on travel;
- (c) the depreciation costs of equipment or other assets (new or second-hand) as recorded in the beneficiary's accounting statements, provided that the asset:
- (i) is written off in accordance with the international accounting standards and the beneficiary's usual accounting practices; and
 - (ii) has been purchased in accordance with Article II.10.1 if the purchase occurred within the *implementation period*;

The costs of renting or leasing 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 *implementation period* and the rate of actual use for the purposes of the *action* may be taken into account when determining the eligible costs. By way of exception, the full cost of purchase of equipment may be eligible under the Special Conditions, if this is 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:
- (i) are purchased in accordance with Article II.10.1; and
 - (ii) 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.10.1;
- (f) costs entailed by *subcontracts* within the meaning of Article II.11, provided that the conditions laid down in Article II.11.1 (a), (b), (c) and (d) are met;
- (g) costs of financial support to third parties within the meaning of Article II.12, 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

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

Eligible *indirect costs* must be declared on the basis of a flat rate of 7 % of the total eligible *direct costs* unless otherwise specified in Article I.3.2.

II.19.4 Ineligible costs

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

- (a) return on capital and dividends paid by a beneficiary;
- (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 the beneficiary under another action receiving a grant financed from the Union budget. Such grants include grants awarded by a Member State and financed from the Union budget and grants awarded by bodies other than the Agency for the purpose of implementing the Union budget. In particular, beneficiaries receiving an operating grant financed by the EU or Euratom budget cannot declare indirect costs for the period(s) covered by the operating grant, unless they can demonstrate that the operating grant does not cover any costs of the action.
- (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 Declaring costs and contributions

Each beneficiary must declare as eligible costs or as a requested contribution:

- (a) for actual costs: the costs it actually incurred for the *action*;
- (b) for unit costs or unit contributions: the amount obtained by multiplying the amount per unit specified in Article I.3.2(a)(ii) or (b) by the actual number of units used or produced;
- (c) for lump sum costs or lump sum contributions: the global amount specified in Article I.3.2(a)(iii) or (c), if the corresponding tasks or part of the *action* as described in Annex I have been implemented properly;
- (d) for flat-rate costs or flat-rate contributions: the amount obtained by applying the flat rate specified in Article I.3.2(a)(iv) or (d);
- (e) for financing not linked to costs: the global amount specified in Article I.3.2(e), if the corresponding results or conditions as described in Annex I have been properly achieved or fulfilled;

- (f) for unit costs declared on the basis of the beneficiary's usual cost accounting practices: the amount obtained by multiplying the amount per unit calculated in accordance with the beneficiary's usual cost accounting practices by the actual number of units used or produced;
- (g) for lump sum costs declared on the basis of the beneficiary's usual cost accounting practices: the global amount calculated in accordance with its usual cost accounting practices, if the corresponding tasks or part of the *action* have been implemented properly;
- (h) for flat-rate costs declared on the basis of the beneficiary's usual cost accounting practices: the amount obtained by applying the flat rate calculated in accordance with the beneficiary's usual cost accounting practices.

For the forms of grant referred to in points (b), (c), (d), (f), (g) and (h), the amounts declared must comply with the conditions specified in points (a) and (b) of Article II.19.1.

II.20.2 Records and other documentation to support the costs and contributions declared

Each beneficiary must provide the following if requested to do so in the context of the checks or audits described in Article II.27:

- (a) for actual costs: 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 and with the amounts indicated in the supporting documents;

- (b) for unit costs or unit contributions: adequate supporting documents to prove the number of units declared.

The beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, such as accounting statements, to prove the amount declared per unit;

- (c) for lump sum costs or lump sum contributions: adequate supporting documents to prove that the *action* has been properly implemented.

The beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, such as accounting statements, to prove the amount declared as a lump sum;

- (d) for flat-rate costs or flat-rate contributions: adequate supporting documents to prove the eligible costs or requested contribution to which the flat rate applies.

The beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, such as accounting statements, for the flat rate applied;

- (e) for financing not linked to costs: adequate supporting documents to prove that the *action* has been properly implemented;

The beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, such as accounting statements, to prove the amount declared as a financing not linked to costs;

- (f) for unit costs declared on the basis of the beneficiary's usual cost accounting practices: adequate supporting documents to prove the number of units declared;

- (g) for lump sum costs declared on the basis of the beneficiary's usual cost accounting practices: adequate supporting documents to prove that the *action* has been properly implemented;

- (h) for flat-rate costs declared on the basis of the beneficiary's usual cost accounting practices: adequate supporting documents to prove the eligible costs to which the flat rate applies.

II.20.3 Conditions to determine the compliance of cost accounting practices

II.20.3.1 In the case of points (f),(g) and (h) of Article II.20.2, 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 as provided for in Article I.3.2.

II.20.3.2 If the Special Conditions so provide, the beneficiary may submit to the Agency a request asking it to assess the compliance of its usual cost accounting practices. If required by the Special Conditions, the request must 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 must be:

- (a) produced by an approved auditor or, if the beneficiary is a public body, by a competent and independent public officer; and
- (b) drawn up in accordance with Annex VIII.

The certificate must certify that the beneficiary's cost accounting practices used for the purpose of declaring eligible costs comply with the conditions laid down in Article II.20.3.1 and with the additional conditions that may be laid down in the Special Conditions.

II.20.3.3 If the Agency has confirmed that the beneficiary's usual cost accounting practices are in compliance, costs declared in application of these practices may not be challenged *ex post*, if:

- (a) the practices actually used comply with those approved by the Agency; and
- (b) the beneficiary did not conceal any information for the purpose of the approval of its cost accounting practices.

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

If the Special Conditions contain a provision on entities affiliated to the beneficiaries, costs incurred by such an entity are eligible, if:

- (a) they satisfy the same conditions under Articles II.19 and II.20 as apply to the beneficiary; and

- (b) the beneficiary to which the entity is affiliated ensures that the conditions applicable to the beneficiary under Articles II.4, II.5, II.6, II.8, II.10, II.11 and II.27 are also applicable to the entity.

ARTICLE II.22 — BUDGET TRANSFERS

Beneficiaries are allowed to adjust the estimated budget set out in Annex III by transfers between themselves and between the different budget categories, if the *action* is implemented as described in Annex I. This adjustment does not require an amendment of the Agreement as provided for in Article II.13.

However, the beneficiaries may not add costs relating to *subcontracts* not provided for in Annex I, unless such additional *subcontracts* are approved by the Agency in accordance with Article II.11.1(d).

As an exception to the first subparagraph, if beneficiaries want to change the value of the contribution to which each of them is entitled, as referred to in point (c) of the third subparagraph of II.26.3, the coordinator must request an amendment as provided for in Article II.13.

The first three subparagraphs do not apply to amounts which, as provided for in Article I.3.2(a)(iii) or (c), take the form of lump sums or which, as provided for in Article I.3.2(e), take the form of financing not linked to cost.

ARTICLE II.23 — NON-COMPLIANCE WITH REPORTING OBLIGATIONS

The Agency may terminate the Agreement as provided for in Article II.17.3.1(c) and may reduce the grant as provided for in Article II.25.4 if the coordinator:

- (a) did not submit a request for interim payment or payment of the balance accompanied by the documents referred to in Articles I.4.3 or I.4.4 within 60 calendar days following the end of the corresponding reporting period; and
- (b) still fails to submit such a request within further 60 calendar days following a written reminder sent by the Agency.

ARTICLE II.24 — SUSPENSION OF PAYMENTS AND TIME LIMIT FOR PAYMENT

II.24.1 Suspension of payments

II.24.1.1 Grounds for suspension

The Agency may at any moment suspend, in whole or in part, the pre-financing payments and interim payments for one or more beneficiaries or the payment of the balance for all beneficiaries:

- (a) if the Agency has evidence that a beneficiary has committed *irregularities, fraud or breach of obligations* in the award procedure or while implementing the Agreement;
- (b) if the Agency has evidence that a beneficiary has committed systemic or recurrent *irregularities, fraud or serious breach of obligations* in other grants funded by the Union or the European Atomic Energy Community ('Euratom') awarded to the beneficiary under similar conditions and such *irregularities, fraud or breach of obligations* have a material impact on this grant; or

- (c) if the Agency suspects *irregularities, fraud or breach of obligations* committed by a beneficiary in the award procedure or while implementing the Agreement and needs to verify whether they have actually occurred.

II.24.1.2 Procedure for suspension

Step 1 — Before suspending payments, the Agency must send a *formal notification* to the coordinator:

- (a) informing it of:
- (i) its intention to suspend payments;
 - (ii) the reasons for suspension;
 - (iii) in the cases referred to in points (a) and (b) of Article II.24.1.1, the conditions that need to be met for payments to resume; and
- (b) inviting it to submit observations within 30 calendar days of receiving the *formal notification*.

Step 2 — If the Agency does not receive observations or decides to pursue the procedure despite the observations it has received, it must send a *formal notification* to the coordinator informing it of:

- (a) the suspension of payments;
- (b) the reasons for suspension;
- (c) the final conditions under which payments may resume in the cases referred to in points (a) and (b) of Article II.24.1.1;
- (d) the indicative date of completion of the necessary verification in the case referred to in point (c) of Article II.24.1.1.

The coordinator must immediately inform the other beneficiaries of the suspension. The suspension takes effect on the day the Agency sends *formal notification* of suspension (Step 2).

Otherwise, the Agency must send a *formal notification* to the coordinator informing it that it is not continuing with the suspension procedure.

II.24.1.3 Effects of suspension

During the period of suspension of payments the coordinator is not entitled to submit:

- (a) any requests for payments and supporting documents referred to in Articles I.4.2, I.4.3 and I.4.4; or
- (b) 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.

The suspension of payments does not affect the right of the coordinator to suspend the implementation of the *action* as provided for in Article II.16.1 or to terminate the Agreement or the participation of a beneficiary as provided for in Articles II.17.1 and II.17.2.

II.24.1.4 Resuming payments

In order for the Agency to resume payments, the beneficiaries must meet the notified conditions as soon as possible and must inform the Agency of any progress made.

If the conditions for resuming payments are met, the suspension will be lifted. The Agency will send a *formal notification* to the coordinator informing it of this.

II.24.2 Suspension of the time limit for payments

II.24.2.1 The Agency may at any moment suspend the time limit for payment specified in Articles I.5.2, I.5.3 and I.5.4 if a request for payment cannot be approved because:

- (a) it does not comply with the Agreement;
- (b) the appropriate supporting documents have not been produced; or
- (c) there is a doubt about the eligibility of the costs declared in the financial statements and additional checks, reviews, audits or investigations are necessary.

II.24.2.2 The Agency must send a *formal notification* to the coordinator informing it of:

- (a) the suspension; and
- (b) the reasons for the suspension.

The suspension takes effect on the day the Agency sends the *formal notification*.

II.24.2.3 If the conditions for suspending the payment deadline are no longer met, the suspension will be lifted and the remaining period will resume.

If the suspension exceeds two months, the coordinator may request the Agency if the suspension will continue.

If the payment deadline has been suspended because the technical reports or financial statements do not comply with the Agreement and the revised report or statement is not submitted or was submitted but is also rejected, the Agency may terminate the Agreement or the participation of the beneficiary as provided for in Article II.17.3.1(c) and reduce the grant as provided for in Article II.25.4.

ARTICLE II.25 — CALCULATION OF THE FINAL AMOUNT OF THE GRANT

The final amount of the grant depends on the extent to which the *action* has been implemented in accordance with the terms of the Agreement.

The final amount of the grant is calculated by the Agency at the time of the payment of the balance. The calculation involves the following steps:

Step 1 — Application of the reimbursement rate to the eligible costs and addition of the financing not linked to costs, unit, flat-rate and lump sum contributions

Step 2 — Limit to the *maximum amount of the grant*

Step 3 — Reduction due to the no-profit rule

Step 4 — Reduction due to improper implementation or breach of other obligations.

II.25.1 Step 1 — Application of the reimbursement rate to the eligible costs and addition of the financing not linked to costs, unit, flat-rate and lump sum contributions

This step is applied as follows:

- (a) If, as provided for in Article I.3.2(a)(i), the grant takes the form of the reimbursement of eligible costs actually incurred, the reimbursement rate specified in that Article is applied to those eligible costs as approved by the Agency for the corresponding categories of costs, beneficiaries and affiliated entities
- (b) If, as provided for in Article I.3.2(a) (ii) to (v), the grant takes the form of the reimbursement of eligible unit costs, lump sum costs or flat rate costs, the reimbursement rate specified in that Article is applied to the those eligible costs as approved by the Agency for the corresponding categories of costs, beneficiaries and affiliated entities;

The amount of volunteers' work declared as direct eligible costs for the beneficiaries and affiliated entities must be limited to the following amount, whichever is the lowest:

- (i) the total sources of financing as indicated in the final financial statement and as accepted by the Agency multiplied by fifty per cent; or
- (ii) the amount of volunteers' work indicated in the estimated budget set out in Annex III.
- (c) If, as provided for in Article I.3.2(b), the grant takes the form of a unit contribution, the unit contribution specified in that Article is multiplied by the actual number of units approved by the Agency for the corresponding beneficiaries and affiliated entities;
- (d) If, as provided for in Article I.3.2(c), the grant takes the form of a lump sum contribution, the Agency applies the lump sum specified in that Article for the corresponding beneficiaries and affiliated entities if it finds that the corresponding tasks or part of the *action* were implemented properly in accordance with Annex I;
- (e) If, as provided for in Article I.3.2(d), the grant takes the form of a flat-rate contribution, the flat rate referred to in that Article is applied to the eligible costs or to the contribution approved by the Agency for the corresponding beneficiaries and affiliated entities;
- (f) If, as provided for in Article I.3.2(e), the grant takes the form of financing not linked to costs, the Agency applies the amount specified in that Article for the corresponding beneficiaries and affiliated entities if it finds that [the conditions specified in Annex I were fulfilled][and][the results specified in Annex I were achieved].

If Article I.3.2 provides for a combination of different forms of grant, the amounts obtained must be added together.

II.25.2 Step 2 — Limit to maximum amount of the grant

The total amount paid to the beneficiaries by the Agency may in no circumstances exceed the *maximum amount of the grant*.

If the amount obtained following Step 1 is higher than this maximum amount, the final amount of the grant is limited to the latter.

If volunteers' work is declared as part of direct eligible costs, the final amount of the grant is limited to the amount of total eligible costs and contributions approved by the Agency minus the amount of volunteers' work approved by the Agency.

II.25.3 Step 3 — Reduction due to the no-profit rule

The grant may not produce a profit for the beneficiaries, unless specified otherwise in the Special Conditions.

The profit must be calculated as follows:

- (a) calculate the surplus of the total receipts of the action, over the total eligible costs of the action, as follows:

{ receipts of the action

minus

consolidated total eligible costs and contributions approved by the Agency corresponding to the amounts determined in accordance with Article II.25.1 }

The receipts of the action are calculated as follows:

{ the revenue generated by the *action* for beneficiaries and affiliated entities, other than non-profit organisations

plus

the amount obtained following Steps 1 and 2 }

where the revenue generated by the *action* is the consolidated revenue established, generated or confirmed for beneficiaries and affiliated entities, other than non-profit organisations on the date on which the request for payment of the balance is drawn up by the coordinator.

In-kind and financial contributions by third parties are not considered receipts.

- (b) If the amount calculated under point (a) is positive, this amount will be deducted from the amount calculated following Steps 1 and 2, 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.3.2(a)(i).

II.25.4 Step 4 — Reduction due to improper implementation or breach of other obligations

The Agency may reduce the *maximum amount of the grant* if the *action* has not been implemented properly as described in Annex I (i.e. if it has not been implemented or has been implemented poorly, partially or late), or if another obligation under the Agreement has been breached.

The amount of the reduction will be proportionate to the degree to which the *action* has been implemented improperly or to the seriousness of the breach.

Before the Agency reduces the grant, it must send a *formal notification* to the coordinator:

- (a) informing it of:

(i) its intention to reduce the *maximum amount of the grant*;

(ii) the amount by which it intends to reduce the grant;

(iii) the reasons for reduction;

- (b) inviting it to submit observations within 30 calendar days of receiving the formal notification.

If the Agency does not receive any observations or decides to pursue reduction despite the observations it has received, it will send a *formal notification* informing the coordinator of its decision.

If the grant is reduced, the Agency must calculate the reduced grant amount by deducting the amount of the reduction (calculated in proportion to the improper implementation of the *action* or to the seriousness of the *breach of obligations*) from the *maximum amount of the grant*.

The final amount of the grant will be the lower of the following two:

- (a) the amount obtained following Steps 1 to 3; or
- (b) the reduced grant amount following Step 4.

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 must repay the Agency the amount in question, even if it was not the final recipient of the amount due.

II.26.2 Recovery after payment of the balance

Where an amount is to be recovered as provided for in Articles II.27.6, II.27.7 and II.27.8, the beneficiary concerned by the audit or OLAF findings must repay the Agency the amount in question. Where the audit findings do not concern a specific beneficiary (or its affiliated entities), the coordinator must repay the Agency the amount in question, even if it was not the final recipient of the amount due.

Each beneficiary is 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 must send a *formal notification* to the beneficiary concerned:

- (a) informing it of its intention to recover the amount unduly paid;
- (b) specifying the amount due and the reasons for recovery; and
- (c) 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 sending a *formal notification* to the beneficiary consisting of a 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 will recover the amount due:

- (a) by offsetting it, without the beneficiary's prior consent, against any amounts owed to the beneficiary by the Agency and/or the Commission or an executive agency (from the Union or the European Atomic Energy Community (Euratom) budget) ('offsetting');

In exceptional circumstances, to safeguard the financial interests of the Union, the Agency may offset before the due date.

An action may be brought against such offsetting before the General Court of the European Union in accordance with Article 263 TFEU;

- (b) by drawing on the financial guarantee where provided for in accordance with Article I.5.2 ('drawing on the financial guarantee');
- (c) by holding the beneficiaries jointly and severally liable up to the maximum EU contribution indicated, for each beneficiary, in the estimated budget (Annex III as last amended);
- (d) by taking legal action as provided for in Article II.18.2 or in the Special Conditions or by adopting an enforceable decision as provided for in Article II.18.3.

II.26.4 Interest on late payment

If payment is not made by the date in the debit note, the amount to be recovered will be increased by late-payment interest at the rate set out in Article I.5.6 from the day following the date for payment in the debit note up to and including the date the Agency and/or the Commission receives full payment of the amount.

Partial payments must first be credited against charges and late-payment interest and then against the principal.

II.26.5 Bank charges

Bank charges incurred in the recovery process must be borne by the beneficiary concerned, unless Directive 2007/64/EC⁴ applies.

ARTICLE II.27 — CHECKS, AUDITS AND EVALUATIONS

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

The Agency and/or the Commission may, during the implementation of the *action* or afterwards, carry out technical and financial checks and audits to determine that the beneficiaries are implementing the *action* properly and are complying with the obligations under the Agreement. It may also check the beneficiaries' statutory records for the purpose of periodic assessments of lump sum, unit cost or flat-rate amounts.

Information and documents provided as part of checks or audits must be treated on a confidential basis.

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

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

⁴ Directive 2007/64/EC⁴ 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.

The Agency and/or the Commission may initiate such checks, audits or evaluations during the implementation of the Agreement and during a period of five years starting from the date of payment of the balance. This period is limited to three years if the *maximum amount of the grant* is not more than EUR 60 000.

The check, audit or evaluation procedures are considered to be initiated on the date of receipt of the letter of the Agency or the Commission announcing it.

If the audit is carried out on an affiliated entity, the beneficiary concerned must inform that affiliated entity.

II.27.2 Duty to keep documents

The beneficiaries must 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, during a period of five years starting from the date of payment of the balance.

The period during which documents must be kept is limited to three years if the *maximum amount of the grant* is not more than EUR 60 000.

The periods set out in the first and second subparagraphs are longer if there are ongoing audits, appeals, litigation or pursuit of claims concerning the grant, including in the cases referred to in Article II.27.7. In such cases, the beneficiaries must keep the documents until such audits, appeals, litigation or pursuit of claims have been closed.

II.27.3 Obligation to provide information

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

Where a check or audit is initiated after payment of the balance, the information referred to in the previous subparagraph must be provided by the beneficiary concerned.

If 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 financing not linked to costs, 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 must allow Agency and/or the Commission staff and outside personnel authorised by the Agency 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 must 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.

If the beneficiary concerned refuses to provide access to the sites, premises and information as required 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 financing not linked to costs, 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') must be drawn up. It must be sent by the Agency and/or the Commission or its authorised representative to the beneficiary concerned, which must have 30 calendar days from the date of receipt to submit observations. The final report ('final audit report') must be sent to the beneficiary concerned within 60 calendar days of expiry of the time limit for submission of observations.

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 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, as provided for in Article II.26.

In the case of final audit findings after the payment of the balance, the amount to be recovered corresponds 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 irregularities, fraud or breach of obligations

II.27.7.1 The Agency and/or the Commission may extend audit findings from other grants to this grant if:

- (a) the beneficiary concerned is found to have committed systemic or recurrent *irregularities, fraud or breach of obligations* in other EU or Euratom grants awarded under similar conditions and such *irregularities, fraud or breach of obligations* have a material impact on this grant; and
- (b) the final audit findings are sent to the beneficiary concerned through a *formal notification*, together with the list of grants affected by the findings within the period referred to in Article II.27.1.

The extension of findings may lead to:

- (a) the rejection of costs as ineligible;
- (b) reduction of the grant as provided for in Article II.25.4;
- (c) recovery of undue amounts as provided for in Article II.26;
- (d) suspension of payments as provided for in Article II.24.1;
- (e) suspension of the *action* implementation as provided for in Article II.16.2;
- (f) termination as provided for in Article II.17.3.

II.27.7.2 The Agency and/or the Commission must send a *formal notification* to the beneficiary concerned informing it of the systemic or recurrent *irregularities, fraud or breach of obligations* and of its intention to extend the audit findings, together with the list of grants affected.

(a) If the findings concern eligibility of costs the procedure is as follows:

Step 1 — The *formal notification* must include:

- (i) an invitation to submit observations on the list of grants affected by the findings;
- (ii) a request to submit revised financial statements for all grants affected;
- (iii) where possible, the correction rate for extrapolation established by the Agency and/or the Commission to calculate the amounts to be rejected on the basis of the systemic or recurrent *irregularities, fraud or breach of obligations*, if the beneficiary concerned:
 - considers that the submission of revised financial statements is not possible or practicable; or
 - will not submit revised financial statements.

Step 2 — The beneficiary concerned has 60 calendar days from when it receives the *formal notification* to submit observations and revised financial statements or to propose a duly substantiated alternative correction method. This period may be extended by the Agency and/or the Commission in justified cases.

Step 3 — If the beneficiary concerned submits revised financial statements that take account of the findings the Agency and/or the Commission will determine the amount to be corrected on the basis of those revised statements.

If the beneficiary proposes an alternative correction method and the Agency and/or the Commission accepts it, the Agency and/or the Commission must send a *formal notification* to the beneficiary concerned informing it:

- (i) that it accepts the alternative method;
- (ii) of the revised eligible costs determined by applying this method.

Otherwise the Agency and/or the Commission must send a *formal notification* to the beneficiary concerned informing it:

- (i) that it does not accept the observations or the alternative method proposed;
- (ii) of the revised eligible costs determined by applying the extrapolation method initially notified to the beneficiary.

If the systemic or recurrent *irregularities, fraud or breach of obligations* are found after the payment of the balance, the amount to be recovered corresponds to the difference between:

- (i) 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 the Commission or on the basis of the revised eligible costs after extrapolation; and
- (ii) the total amount paid to the beneficiaries under the Agreement for the implementation of the *action*;

(b) If the findings concern improper implementation or a breach of another obligation the procedure is as follows:

Step 1 — The *formal notification* must include:

- (i) an invitation to the beneficiary to submit observations on the list of grants affected by the findings and
- (ii) the correction flat rate the Agency and/or the Commission intends to apply to the *maximum amount of the grant* or to part of it, according to the principle of proportionality.

Step 2 — The beneficiary concerned has 60 calendar days from receiving the *formal notification* to submit observations or to propose a duly substantiated alternative flat-rate.

Step 3 — If the Agency and/or the Commission accepts the alternative flat rate proposed by the beneficiary, it must send a *formal notification* to the beneficiary concerned informing it:

- (i) that it accepts the alternative flat-rate;
- (ii) of the corrected grant amount by applying this flat rate.

Otherwise the Agency and/or the Commission must send a *formal notification* to the beneficiary concerned informing it:

- (i) that it does not accept the observations or the alternative flat rate proposed;
- (ii) of the corrected grant amount by applying the flat rate initially notified to the beneficiary.

If the systemic or recurrent *irregularities, fraud or breach of obligations* are found after the payment of the balance, the amount to be recovered corresponds to the difference between:

- (i) the revised final amount of the grant after flat-rate correction; and
- (ii) the total amount paid to the beneficiaries under the Agreement for the implementation of the *action*.

II.27.8 Rights of OLAF

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

Under Council Regulation (Euratom, EC) No 2185/96⁵ and Regulation (EU, Euratom) No 883/2013⁶ 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 the Agency and/or the Commission recovering amounts from beneficiaries.

Moreover, findings arising from an OLAF investigation may lead to criminal prosecutions under national law.

⁵ 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.

⁶ Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF).

II.27.9 Rights of the European Court of Auditors and EPPO

The European Court of Auditors and the European Public Prosecutor's Office established by Council Regulation (EU) 2017/1939⁷ ('the EPPO') have the same rights as the Agency and the Commission, particularly the right of access, for the purpose of checks, audits and investigations.

⁷ Council Regulation (EU) 2017/1939 of 12 October 2017 implementing enhanced cooperation on the establishment of the European Public Prosecutor's Office

ANNEX III

ESTIMATED BUDGET OF THE ACTION

ANNEX III: ESTIMATED BUDGET OF THE ACTION

| Scholarship type | Maximum unit costs per candidate | | | Maximum amount per scholarship type | Number of scholarships | Estimated EU grant per scholarship type |
|---|-------------------------------------|---|-----------------------------------|-------------------------------------|------------------------|---|
| | Contribution to participation costs | Contribution to travel & installation costs | Contribution to subsistence costs | | | |
| Programme Country scholarship | 9.000 € | 7.000 € | 24.000 € | 40.000 € | 11 | 440.000 € |
| Partner Country scholarship | 18.000 € | 7.000 € | 24.000 € | 49.000 € | 49 | 2.401.000 € |
| Contribution to management costs and scholars' mobility | | | | | | 220.000 € |
| Total Heading 1 | | | | | | 3.061.000 € |

| | | | | | | | |
|-------------|------------------|----------|---------|----------|----------|---|------------------|
| I P A | Western Balkans | 18.000 € | 7.000 € | 24.000 € | 49.000 € | 4 | 196.000 € |
| | Total IPA | | | | | | 196.000 € |

| | | | | | | | |
|------------------|-----------|----------|---------|----------|----------|------------------|----------|
| E N I | ENI East | 18.000 € | 7.000 € | 24.000 € | 49.000 € | 1 | 49.000 € |
| | ENI South | 18.000 € | 7.000 € | 24.000 € | 49.000 € | 2 | 98.000 € |
| Total ENI | | | | | | 147.000 € | |

| | | | | | | | |
|------------------|-------------------------------------|----------|---------|----------|----------|------------------|-----------|
| D C I | Asia – LDC countries | 18.000 € | 7.000 € | 24.000 € | 49.000 € | 4 | 196.000 € |
| | Asia – remaining countries | 18.000 € | 7.000 € | 24.000 € | 49.000 € | 2 | 98.000 € |
| | Central Asia – L-LMI countries | 18.000 € | 7.000 € | 24.000 € | 49.000 € | 1 | 49.000 € |
| | Central Asia – remaining countries | 18.000 € | 7.000 € | 24.000 € | 49.000 € | 1 | 49.000 € |
| | Latin America – LMI countries | 18.000 € | 7.000 € | 24.000 € | 49.000 € | 2 | 98.000 € |
| | Latin America – Brazil and Mexico | 18.000 € | 7.000 € | 24.000 € | 49.000 € | 3 | 147.000 € |
| | Latin America – remaining countries | 18.000 € | 7.000 € | 24.000 € | 49.000 € | 3 | 147.000 € |
| | South Africa | 18.000 € | 7.000 € | 24.000 € | 49.000 € | 1 | 49.000 € |
| Total DCI | | | | | | 833.000 € | |

| | | | | | | | |
|---|----------------|----------|---------|----------|----------|--------------------|----------|
| P I | Gulf countries | 18.000 € | 7.000 € | 24.000 € | 49.000 € | 1 | 49.000 € |
| Total Heading 4 (ENI + DCI + PI) | | | | | | 1.225.000 € | |

| | | | | | | | |
|-------------------------|---------------|----------|---------|----------|----------|--------------------|-----------|
| E D F | ACP countries | 18.000 € | 7.000 € | 24.000 € | 49.000 € | 3 | 147.000 € |
| MAXIMUM EU GRANT | | | | | | 4.433.000 € | |

ANNEX IV

**LIST OF BENEFICIARIES AND MANDATES
PROVIDED TO THE COORDINATOR BY THE OTHER BENEFICIARIES**

**POLITECHNIKA KRAKOWSKA
POLAND**

**UNIVERSITA DEGLI STUDI DI BARI ALDO MORO
ITALY**

**UNIVERSITE DE TECHNOLOGIE DE TROYES
FRANCE**

To be signed by the person authorised to enter into legally binding commitments on behalf of the future beneficiary

MANDATE

I, the undersigned,
Tadeusz TATARA,
representing,

POLITECHNIKA KRAKOWSKA - PK

Public Tertiary Educational Institution

Statutory registration number: 854

ul. Warszawska 24

POL - 31-155 Cracow

VAT registration number: **PL 6750006257,**

hereinafter referred to as "the beneficiary",

for the purposes of submitting the proposal for the Erasmus Mundus Joint Master Degree project entitled **EUROPEAN MASTER IN BIOREFINERY - BIOREF** and if selected for funding, the signature and the implementation of the related multiple beneficiaries grant agreement (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

1. Mandate

UNIVERSITE DE LILLE - ULILLE

Statutory registration number: **130023583**

42 rue Paul Duez, 59000 Lille, France

FR - 59000 Lille

VAT registration number: **FR 05 130023583,**

represented by **Jean-Christophe CAMART,** President

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.


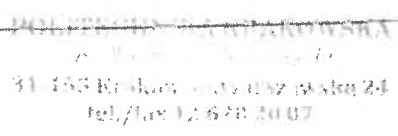
I hereby confirm that the beneficiary accepts all terms and conditions of the grant agreement and, in particular, all provisions affecting the coordinator and the other beneficiaries. In particular, I acknowledge that, by virtue of this mandate, the coordinator alone is entitled to receive funds from 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 its obligations under the grant agreement, and in particular, to provide to the coordinator, on its 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, take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of the grant agreement.

Subject to selection for a grant award, a copy of this mandate shall be annexed to the grant agreement signed between the coordinator and the Agency and shall form an integral part of it.

SIGNATURE

| | |
|--|--|
| Done at: KRAKÓW | Date: 27 01 2019 (day/month/year) |
| Signature:  | Stamp of the beneficiary organisation |
| Prof. dr hab inż. Tadeusz TATARA, Vice-Rector |  |

► To be signed by the person authorised to enter into legally binding commitments on behalf of the future beneficiary

MANDATE

I, the undersigned,

Antonio Felice URICCHIO,

representing,

UNIVERSITA DEGLI STUDI DI BARI ALDO MORO - UNIBA

Public Tertiary Educational Institution

Statutory registration number: 385305

Piazza Umberto I, n. 1

ITA - 70121 Bari

VAT registration number: *IT 01086760723,*

hereinafter referred to as "the beneficiary".

for the purposes of submitting the proposal for the Erasmus Mundus Joint Master Degree project entitled *EUROPEAN MASTER IN BIOREFINERY - BIOREF* and if selected for funding, the signature and the implementation of the related multiple beneficiaries grant agreement (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

1. Mandate

UNIVERSITE DE LILLE - ULILLE

Statutory registration number: *130023583*

42 rue Paul Duez, 59000 Lille, France

FR - 59000 Lille

VAT registration number: *FR 05 130023583*

represented by *Jean-Christophe CAMART*, President

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.

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

Subject to selection for a grant award, a copy of this mandate shall be annexed to the grant agreement signed between the coordinator and the Agency and shall form an integral part of it.

SIGNATURE

Done at: **BARI,**

Date: 03 02 2014 (day month year)

Signature:

Antonio Felice URICCHIO, Rector

Stamp of the beneficiary organisation



➤ To be signed by the person authorised to enter into legally binding commitments on behalf of the future beneficiary

MANDATE

I, the undersigned,

Pierre KOCH,

representing,

UNIVERSITE DE TECHNOLOGIE DE TROYES - UTT

Public Tertiary Educational Institution

Statutory registration number: 191010602

12 rue Marie Curie - CS 42060

FRA - 10004 Troyes Cedex

VAT registration number: FR50191010602,

hereinafter referred to as "the beneficiary",

for the purposes of submitting the proposal for the Erasmus Mundus Joint Master Degree project entitled *EUROPEAN MASTER IN BIOREFINERY - BIOREF* and if selected for funding, the signature and the implementation of the related multiple beneficiaries grant agreement (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

1. Mandate

UNIVERSITE DE LILLE - ULILLE

Statutory registration number: 130023583

42 rue Paul Duez, 59000 Lille, France

FR - 59000 Lille

VAT registration number: FR 05 130023583,

represented by *Jean-Christophe CAMART*, President

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 its obligations under the grant agreement, and in particular, to provide to the coordinator, on its 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, take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of the grant agreement.

Subject to selection for a grant award, a copy of this mandate shall be annexed to the grant agreement signed between the coordinator and the Agency and shall form an integral part of it.

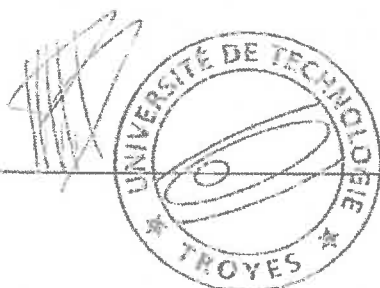
SIGNATURE

Done at: TROYES

Date: 05 / 02 / 2019 (day/month/year)

Signature:

Pierre KOCH, President



Stamp of the beneficiary organisation

ANNEX V

MODEL TECHNICAL REPORT

The templates of technical reports to be used are available online at the following address:

http://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space_en

ANNEX VI

MODEL FINANCIAL STATEMENT

The templates of financial statements to be used are available online at the following address:

http://eacea.ec.europa.eu/crasmus-plus/beneficiaries-space_en

ANNEX VII

**MODEL TERMS OF REFERENCE FOR THE CERTIFICATE
ON THE FINANCIAL STATEMENTS AND UNDERLYING ACCOUNTS**

[NOT APPLICABLE]

ANNEX VIII

MODEL TERMS OF REFERENCE FOR THE OPERATIONAL VERIFICATION REPORT

[NOT APPLICABLE]

ANNEX IX






**MINIMUM REQUIREMENTS FOR THE HEALTH AND ACCIDENT INSURANCE COVERAGE OF EMJMD
STUDENTS**

The document is available online at the following address:

http://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space_en

APPENDIX 2 - Mobility scheme and list of courses

1) mobility scheme

| TERM 1 30 ECTS | TERM 2 30 ECTS | TERM 3 30 ECTS | TERM 4 30 ECTS | graduation 120 ECTS |
|--|---|---|---|--|
|  <p>Common basics</p> | <p>WINTER SCHOOL : LCA analysis</p>  <p>Pre-specialization</p> | <p>SUMMER SCHOOL : synthesis and characterizations of catalysts</p>   <p>Specialization</p> | <p>Work placement in companies, laboratories or industries</p> <p>Registration in one of the four universities</p> <p>UTT-PK <u>ULILLE-UNIBA</u></p> <p>Work placement and/or Master thesis</p> |  <p>JOINT GRADUATION CEREMONY</p> |

2) list of courses

| Unit Title | | |
|------------|------|--------------|
| | code | Module title |

| Master 2 Biorefinery – S1 in University of Troyes | | |
|--|-----|--|
| Bioref T1 - 10 ECTS Sustainability in industrial systems | T1A | Material, substance and waste flow analysis |
| | T1B | Industrial and territorial ecology |
| Bioref T2 - 12 ECTS Bioeconomy | T2A | Bioeconomy: concepts, principles, economic and sustainability challenges |
| | T2B | Bioeconomy project: implementing the sustainable biorefinery |
| Bioref T3 - 8 ECTS Basics in environment | T3A | Perspective and philosophy of the environment |
| | T3B | Environmental risks: management and controversies |

| Master 2 Biorefinery – S2 in Cracow University of Technology | | |
|--|-----|--|
| Bioref C1 - 9 ECTS Chemistry in Biorefinery | C1A | Introduction to industrial catalytic processes |
| | C1B | Inorganic chemical technology |
| | C1C | Organic chemical technology |
| | C1D | Biofuels and biosources |
| Bioref C2 - 10 ECTS Engineering in Biorefinery | C2A | Calculational methods in chemical engineering |
| | C2B | Biochemical reactors engineering |
| | C2C | Chemical reactions engineering |
| Bioref C3 - 11 ECTS Calculations in Biorefinery | C3A | Basic CAD simulations and processing |
| | C3B | Computer modelling in chemical technology |
| | C3C | Process control and industrial measurements |

| Master 2 Biorefinery – S3 in University of Lille | | |
|---|-----|--|
| Bioref L1 - 5 ECTS Plant biomass production and valorisation | L1A | Land plants : Ligno-celluloses, starch and proteins |
| | L1B | Aquatic biomass |
| | L1C | Types of biorefineries, line products |
| | L1D | Bioeconomy |
| Bioref L2 - 5 ECTS Bio and chemical processes | L2A | Chemical Reactors I - Introduction to reactor modeling |
| | L2B | Chemical Reactors II - Non-ideal catalytic reactors |
| | L2C | Bioreactors |
| | L2D | Unit operations specific to biomass treatment |
| Bioref L3 - 5 ECTS Biomass pretreatment and thermal treatment | L3A | Cellulosic biomass pretreatment: Hydrolyze, fermentation, chemical treatment |
| | L3B | Lignin pretreatment: Radical and chemical pretreatments |
| | L3C | Gasification of biomass - Syngas production and valorization |
| | L3D | Biogas from waste, residual biomass, environmental issues |
| Bioref L4 - 10 ECTS Chemicals and Fuels from biomass | L4A | Homogeneous catalysis for cellulosic and oily biomass conversion |
| | L4B | Heterogeneous catalysis for cellulosic and oily biomass conversion |
| | L4C | Biotechnologies for biomass conversion |
| Bioref L5 - 5 ECTS | L5 | English |

| Master 2 Biorefinery – S3 in University of Bari | | |
|---|-----|---|
| Bioref B1 - 8 ECTS Biotechnologies for biomass conversion | B1A | Metabolic engineering of microorganisms: Bioprocess and fermentation engineering |
| | B1B | Metabolic engineering of microorganisms: Strain engineering and development |
| | B1C | Enzymatic conversion of biomass for chemicals production |
| Bioref B2 - 9 ECTS Oily biomass production | B2A | Production, harvesting, treatment and fractionation of aquatic biomass |
| | B2B | Extraction of oils |
| | B2C | Comparison of oils from terrestrial drupes and seeds with oil from aquatic biomass |
| | B2D | Enhanced production of aquatic biomass |
| Bioref B3 - 8 ECTS Oily biomass Biorefineries | B3A | Oil chemistry and biotechnologies: conversion into chemicals, monomers for polymers and fuels |
| | B3B | Waste treatment. Biogas production |
| | B3C | Economic assessment of aquatic biomass |
| Bioref B4 - 5 ECTS | B4 | English |

| Master 2 Biorefinery – S4 | | |
|---|--|--|
| Bioref 1 - Internship – 25 ECTS | | |
| Bioref 2 - Bibliographic study – 5 ECTS | | |

APPENDIX 3 - Common grade conversion table for academic year 2020-2021

| ECTS GRADE | | LILLE - TROYES GRADES | KRAKOW GRADES | BARI GRADES |
|------------|--------------|-----------------------|----------------|-------------|
| A | Excellent | 14.5-20 | 5.0 (95-100%) | 28-30 |
| B | Very Good | 12.5-14.49 | 4.5 (85-94.9%) | 26-27.99 |
| C | Good | 11-12.49 | 4.0 (75-84.9%) | 24-25.99 |
| D | Satisfactory | 10.5-10.99 | 3.5 (65-74.9%) | 21-23.99 |
| E | Sufficient | 10-10.49 | 3.0 (60-64.9%) | 18-20.99 |
| F | Fail | <10 | 2.0 (<60%) | 0-17.99 |

APPENDIX 4 - Financial table for the Bioref master programme and the distribution amongst partners

This document describes the financial plan and budget management principles of the BIOREF master programme.

1. BIOREF Financial principles

All partners of the BIOREF consortium agree that the BIOREF budget will be managed according the following principles:

Principle 1: All partner universities agree to charge to the coordinating institution management cost of 30.000 euro per year. These participation cost will cover local manager of the programme at Lille.

Principle 2: The official participation cost for taking part in the programme will be 4500 per year for EU students and 9000 for non-EU students.

Principle 3: Distribution of the students among the first-year universities may be altered in order to achieve a balanced budget.

Principle 4: The BIOREF participation cost will cover:

- Participation cost at each of the universities where a student is active ensuring that a joint diploma can be delivered by all participating universities
- Participation in two joint schools during the two years
- Programme organization cost (secretariat, registration and tuition fees and general organizational elements)

Principle 5: In case there is any surplus from the participation cost, this will be put into an BIOREF fund. This fund will be used to support mobility grants for eligible groups of students, or extra grants supporting additional teacher or scholar mobility.

2. Practical management of the budget

The budget table will be approved on yearly basis by the Academic Board during the physical board meeting, organized during the annual meeting. Approved budget tables will always cover the period of the next academic year (September year x – August year y).

Management of the Erasmus Mundus scholarships: the budget for payment of the scholarship is maintained on a different budget line per intake. At the start of a new intake a student agreement is signed between the coordinator and the student. For students awarded an Erasmus Mundus scholarship this agreement includes clear guidelines on amounts of the scholarship and the payment scheme. On a monthly basis scholarship are paid to the students according to these payment arrangements as described in the student agreement.

Management of central budget: At the University of Lille one budget line is created to pool all funds related to the management of the programme; tuition fees, consortium lump sum, budget from potential sponsors, etc. According to the yearly agreed budget tables, money is transferred to each of the partners on the basis of invoices issued before the start of the academic year (June). Budget for the organization of all activities (website, promotional activities is kept at the central account.

The EUR 20 000,00 allocated for the preparatory year will be used as a contribution to all costs incurred by the promotion of the course (promotion activities as agreed upon by the

Academic Board), the organization of the Academic Board meetings (twice a year) and staff mobility to finalize the integration of the course units' contents, and administrative procedures.

The lump sum of EUR 50 000,00 Euros per intake, dedicated to the management of the Bioref and inviting of scholars and guest lecturers, will:

- cover the promotion costs of the programme and organization of the Academic Board meetings;
- cover the remuneration of the invited scholars. The amount and procedures for Partner's activities in this area is determined by the Academic Board.

Distribution of funding among partners

The income (tuition fees of all students and lump sum) are gathered by the consortium coordinating institution that is in charge of the distribution to the partners:

- Tuition fees at each university where the student takes courses are set at 2 000 euro per full semester (30 ECTS).
- the coordinating institution (i.e. the University of Lille) dedicates one administrative manager to the Bioref programme: one full-time - for all common activities related to budget, maintenance of website, management of students applications, preparing meetings, marketing, alumni statistics) and receives a participation of EUR 30 000 per year to cover these costs.
- Participation of EUR 6 000 per intake for universities offering each first year of the Master programme which require more organization for hosting all students.
- Participation of EUR 6 000 per year for covering implementation costs.
- Participation of EUR 5 000 per year is allocated to the partner universities for the management of specific tasks.

The remaining funds, centralized at the coordinating institution, will be used to cover all the other costs of the programme.

Each partner university is responsible for the management of the budget received in the framework of BIOREF. As stipulated in the consortium agreement, each partner has to ensure that all the minimum requirements of the delivery of the programme elements and services are met.

APPENDIX 5 - Student Agreement template

MASTER 'BIOREF' "European Master in Biorefinery"



STUDENT AGREEMENT

Student recipient of an Erasmus+ Joint Master Course scholarship

Academic Year 2020-2021

Between the Coordinating institution, the University of Lille, France, represented by its President,

Prof. Jean-Christophe CAMART

represented by **Ass. Professor Mickaël CAPRON**

Chemistry Department
Cité Scientifique - Bât. C3
59655 VILLENEUVE D'ASCQ CEDEX
FRANCE

On behalf of the [name] Consortium by the following universities:

- Università degli Studi di Bari Aldo Moro, Italy, represented by its Rector, Prof. Stefano BRONZINI
- Politechnika Krakowska im. Tadeusza Kościuszki, Poland, represented by its Rector, Prof. Jan KAZIOR
- Université de Technologie de Troyes, France, represented by its President, Prof. Pierre KOCH

And the Student

Surname (ex. SMITH): _____

First name (ex. John): _____

Date of birth (day/month/year): _____ Place of birth:

Nationality: _____ Passport number:

Agree in this contract under the following terms and conditions:

General Conditions

The Student commits himself/herself to attend the academic programme of the BIOREF Erasmus Mundus Master Course starting on X September 2020, approved by the European Commission under Convention Number 2019-1423 /001-001 having a duration of 2 academic years.

The student declares to meet the requirements to follow the proposed academic programme, particularly that he/she holds a Bachelor (or equivalent) degree in and that he/she commits himself/herself to reach a minimum level of English language equivalent to B2 according to the levels defined by the Common European Framework of Reference for Languages (CEFR) before the starting of the programme.

The universities will endeavor their best to provide the Student with tuition, supervision, assessment and support services of a professional standard. Relevant information concerning the structure and organization of the Master is published on the Bioref website (master-bioref.eu)

The study tracks will have to be confirmed by the student and validated by the academic board at the beginning of the second semester. During the two Master years, the Student must attend a minimum 30 ECTS in (at least) three (03) Degree-Awarding-Partner institutions:

- Université de Lille, France
- Università degli Studi di Bari Aldo Moro, Italy
- Politechnika Krakowska im. Tadeusza Kościuszki, Poland
- Université de Technologie de Troyes, France

under the condition that the rule mentioned above is respected.

At the end of the programme, the Student will receive the national Master from the Degree-Awarding institutions in which she/he has obtained a minimum of 30 ECTS. In addition to the multiple degrees, each student will receive a Diploma Supplement. This Diploma Supplement will mention the course units attended by the Student during the two Bioref Master years and the ECTS grades obtained for each one.

Tuition and Scholarship conditions

Tuition fees are: 9000 € per year for category A (Partner Countries) and 4500 € per year for category B (Programme countries). This fee covers the national enrolment fees in force in each university of the Master and the insurance cost.

The amount of scholarships for the granted students of category A and category B will be as follows:

(1) Category A students:

Citizens of 'Partner Countries': all countries except for the 27 Member States of the European Union or associated states: FYROM, Iceland, Norway, Liechtenstein and Turkey. Switzerland is participating as a Partner Country under Erasmus+

(2) Category B students:

Citizens of 'Programme Countries': the 28 Member States of the European Union or associated states: FYROM, Iceland, Norway, Liechtenstein and Turkey.

The scholarship will be transferred to the bank account which the student will be requested to open after his/her arrival in Europe; consequently, he/she will communicate to the BIOREF

office in Lille the account's coordinates. The student is responsible for submitting the correct data regarding his/her bank account. In case of wrong communication, the relevant bank costs will be charged to the student.

The scholarship does not create or entitle an employer-employee relation between the University and the Student and therefore is not subject to direct taxation.

Management of the scholarship funds in case of course interruption

In the eventual case of termination of the course:

the Student did not reach the minimum requirements to continue:

- lack of active participation (in the lectures, practical sessions, field trips, informative official meetings, internship, evaluation activities, etc.) due to personal reasons/choices
- that the Student cannot justify with medical certificates
- for which permission has not been granted by the BIOREF staff
- exclusion from the BIOREF due to serious infringement of the ethical code, etc.

The Student has to reimburse the portion of the amount he/she has received and that exceed his/her actual insofar incurred expenditure, based on the number of months he/she attended and a copy of his/her 'return ticket'.

The amount to be reimbursed will be decided by the Academic Board of the BIOREF Master.

Modification of the contract and dispute resolution conditions

Any conflict among the Parties signing this contract should be brought to the attention of the BIOREF programme's coordinator, who will decide on the best way to resolve it. Without prejudice to the general consequences laid down in national law applicable in the present contract, the University of Lille - as coordinating institutions - reserves the right to cease the effects of the present contract, without resource to any juridical procedure apart from adequate communication to the Student.

Any alteration of the present contract or respective Appendices must be immediately communicated in writing.

The signatories declare that they have read and accept the conditions laid down in the present contract.

| | | | |
|---|--------------------------------------|---|--------------------------------------|
| Done at: | Date: / / (day/month/year) | Done at: | Date: / / (day/month/year) |
| Ass. Prof. Mickaël CAPRON Coordinator of the BIOREF Master Programme | | [First] [Name] The Student | |