



Education, Audiovisual and Culture Executive Agency

Erasmus Mundus External Cooperation Window

**Erasmus Mundus External Cooperation Window Call EACEA/34/07
(2008 selection)**

This document is provided for information purposes only.

It combines:

- (a) **Model of the framework partnership agreement**

- (b) **Model of the specific grant agreement and Annexes** (including annexes I - IV)

that govern projects selected under the Erasmus Mundus External Cooperation Window Call EACEA/34/07.



Education, Audiovisual and Culture Executive Agency

Erasmus Mundus External Cooperation Window

FRAMEWORK PARTNERSHIP AGREEMENT

FRAMEWORK PARTNERSHIP AGREEMENT NUMBER []

The Education, Audiovisual and Culture Executive Agency ("the Executive Agency"), acting under powers delegated by the Commission of the European Communities ("the Commission"), and represented by Mr. J. FRONIA, Head of Unit, of the Executive Agency,

of the one part,

and

[*Full official name*]

[*Official address in full*]

("The main beneficiary"), represented for the purposes of signature of this agreement by

[*name, forename and function*]

and the "co-beneficiaries", listed in Annex II – Mandate,

who, thereby, confer powers of attorney to the main beneficiary for the purposes of the signature of the Framework Partnership Agreement and the subsequent Specific Grant Agreements based on the former,

collectively "the beneficiary universities", and each individually identified as "beneficiary university" for purposes of this agreement where a provision applies without distinction to the main beneficiary or a co-beneficiary

of the other part,

HAVE AGREED

on the **Preamble**, the **Special Conditions**, the **General Conditions** and the **Annexes** that go to make up the present framework partnership agreement.

The **Preamble** sets out the context of the partnership established between the parties in order to implement the relevant actions under the Erasmus Mundus "External Cooperation Window" programme.

The **Special Conditions** and the **General Conditions** indicate the subject and duration of the Framework Partnership Agreement and the operational arrangements for the partnership.

The following documents are annexed to the Framework Partnership Agreement:

- Annex I** Actions planned under the partnership
- Annex II** Mandate
- Annex III** Model of the specific grant agreement and its annexes

The terms of the Special Conditions, of which the Preamble forms an integral part, shall take precedence over those in the other parts of the Framework Partnership Agreement. The terms of the General Conditions shall take precedence over those in the Annexes.

Through his signature, the beneficiary universities accept the terms of the Framework Partnership Agreement and their application to any specific grant agreement subsequently concluded between the parties.

In the articles of the Framework Partnership Agreement, the generic term "action" shall refer to a one-off action for which a grant for an action may be awarded.

PREAMBLE

The Executive Agency Education, Audiovisual and Culture has received delegation of powers by the Commission of the European Communities with a view to performance of tasks linked to implementation of Community programmes in the fields of education, audiovisual and culture (Decision N° C/2005/365-2 of the Commission on 15/02/2005 as amended by Decision No C/2007/354 of the Commission of 08/02/2007). On 8 February 2007, the Commission adopted Decision 2007/114/EC amending Commission Decision 2005/56/EC setting up the Agency for extend the Agency's lifespan till 2015.

The Executive Agency is responsible for implementing the Erasmus Mundus "External Cooperation Window" funded under the provisions of the European neighbourhood and partnership instrument [Regulation (EC) No 1638/2006 of the European Parliament and of the Council⁽¹⁾] and the instrument of financing for development cooperation [Regulation (EC) No 1905/2006 of the European Parliament and of the Council⁽²⁾].

For the purposes of implementing the programme, the Executive Agency selects consortia composed of higher education institutions – universities, associations and networks- and concludes a framework partnership agreement ("the Framework Partnership Agreement") that will entail specific grant agreements ("the Specific Grant Agreement").

The Executive Agency shares with the partner common general objectives and wishes to establish with it a relationship of lasting co-operation ("the partnership").

The Erasmus Mundus "External Cooperation Window" aims at mutual enrichment and better understanding between the European Union and Third-Countries, through the exchange of persons, knowledge and skills at higher education level.

The main objectives of this mobility scheme are:

- To enhance the international cooperation capacity of universities in Third-countries by facilitating transfer of know-how and good practices in the field of student and academic staff mobility;
- To promote cooperation between sending and hosting institutions, thus mutually enriching the educational environment of both the hosting and sending institutions in the European and Third-countries;
- To enable students to benefit linguistically, culturally and educationally from the experience of pursuing academic studies in another country. This will contribute to the mutual enrichment of societies by developing a pool of well-qualified, open-minded and internationally experienced young women/men as future professionals and leaders, capable of responding to the challenges of the new Global Knowledge Society of a globalized world and of improving governance;
- To improve the transparency and recognition of studies and qualifications, in particular by favouring the practical implementation of Common Areas of Higher education triggered by the interest in the "acquis" of the Bologna process³;
- To contribute to provide good students from vulnerable groups (i.e. refugees, displaced populations, disabled students, etc) with further education and professional development and

¹ OJ L 310, 9.11.2006, p. 1.

² OJ L 378, 27.12.2006, p. 41.

³ Bologna process is a process aiming at the creation of a Common Area of education in Europe

empowerment for leadership, thus contributing to disseminate European Union social and democratic values;

- To enhance the skills and qualifications of foreign higher education staff so that they can contribute actively towards improvement of quality and pertinence, to university research, to changes in system governance and to innovation of higher education through an institution-based visiting teacher exchange system.
- To build the capacity of the administration and public and private sector by participation of their staff in higher education mobility activities (especially through doctorate and post-doctorate activities);
- To enhance in the medium term the political, cultural, educational and economical links between the European Union and Third-countries;

I - SPECIAL CONDITIONS

ARTICLE I.1 – SUBJECT

- I.1.1 The Framework Partnership Agreement is concluded as part of an ongoing, formalised relationship of co-operation between the Executive Agency and the beneficiary universities in order to contribute to the implementation of the objectives of the external cooperation Community policy in the field of higher education through the action set out in Annex I.
- I.1.2 The purpose of the Framework Partnership Agreement is to define the respective roles and responsibilities of the Executive Agency and the beneficiary universities in implementing their partnership. The Specific Grant Agreements that shall be signed under the Framework Partnership Agreement shall relate to grants for the implementation of the action.

ARTICLE I.2 – AWARD OF GRANTS

- I.2.1 The Executive Agency shall decide on the actions that are to take priority in the conduct of the Community policy.
- I.2.2 The beneficiary universities have been selected on the basis of a call for proposals. The call for proposals was open to all bodies meeting the eligibility and selection criteria stipulated therein. These criteria and the award criteria stipulated in the call for proposals had to be satisfied in order to qualify for the partnership and the related Community grants. As a result of this selection this Framework Partnership Agreement shall be signed by the authorised representatives of the parties.
- I.2.3 On the basis of the selection specified in Article I.2.2 and of the signature of a Specific Grant Agreement in accordance with the model in Annex III, the main beneficiary, on behalf of the beneficiary universities shall receive a grant to finance the action proposed, which shall be constituted by a flat-rate contribution per beneficiary university for the organisation of the mobility and a contribution based on scales of unit costs for the mobility of students and academic staff involved in the implementation of the action ("individual mobility"), for the duration specified in the Specific Grant Agreement. The Specific Grant Agreement is governed by the terms of the Framework Partnership Agreement and must be signed by the authorised representatives of the parties under the same conditions as the Framework Partnership Agreement.

The conclusion of subsequent Specific Grant Agreements under the Framework Partnership Agreement shall be subject to an annual application of the main beneficiary, on behalf of the beneficiary universities, under the annual calls for proposals relating to the programme, to the approval of the annual application by the Executive Agency upon verification that all eligibility, selection and award criteria stipulated in the call for proposals had been satisfied by the beneficiary universities and, as from year 1 of the partnership onwards, to approval by the Executive Agency of the annual progress reports and the reception of the list of persons subject to the individual mobility specified in the Specific Grant Agreement.

The flat-rate amounts and scales of unit costs may be re-examined and updated if necessary by the Executive Agency after two years to ensure that the scales used are still based on real costs.

- I.2.4 Without prejudice of the specific obligations of the co-beneficiaries under the Framework Partnership Agreement, by signing the Specific Grant Agreement, the main beneficiary undertakes to carry out the action under his own responsibility on the terms laid down in the Specific Grant Agreement and the annexes thereto and in compliance with the undertakings entered into under the Framework Partnership Agreement.

ARTICLE I.3 - DURATION

- I.3.1 The Framework Partnership Agreement shall enter into force on the date when the last of the parties signs.
- I.3.2 The Framework Partnership Agreement shall be concluded for a period of three (3) years starting from the date of its entry into force provided the programme is continued with a new call for mobility starting in the academic year 2009-2010. If the programme is not continued, the Framework Partnership Agreement will consequently expire.
- I.3.3 Specific Grant Agreements must be signed before the date when the Framework Partnership Agreement expires. Where the actions are carried out after the above-mentioned date, the terms of the Framework Partnership Agreement shall continue to apply to the implementation of the corresponding Specific Grant Agreements.

ARTICLE I.4 - FINANCING THE ACTIONS

- I.4.1. The part of the grant awarded to cover the costs incurred by the beneficiary universities for the organisation of higher education mobility activities will be calculated on the basis of the flat rate amounts stated in the specific grant agreement.
- I.4.2. The individual mobility of students and academic staff covers the target groups, types of mobility and durations as specified in the Specific Grant Agreement. The Community support for individual mobility of students and academic staff will contribute to cover the travel expenses, subsistence costs, insurance costs and, where applicable, tuition fee for mobile students and academic staff, calculated on the basis of unit-costs set in the specific grant agreement.
- I.4.3 The provisions relating to the arrangements for payment of the grant and the submission of the reports and other documents relating to the action are set out in Articles 4 and 5 of the Specific Grant Agreements.

ARTICLE I.5 - GENERAL ADMINISTRATIVE PROVISIONS

Any communication in connection with the Framework Partnership Agreement and/or a Specific Grant Agreement shall be in writing, indicating the number of the agreement concerned, and shall be sent to the following addresses:

For the Executive Agency:

Requests for payment, other financial information, the technical and financial reports and all other correspondence must be sent to:

**Education, Audiovisual and Culture Executive Agency (EACEA)
Unit P4 - Erasmus Mundus and External Cooperation
Avenue du Bourget , 1 (BOUR 0/37)
B-1140 Brussels**

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

For the main beneficiary:

[Name, forename], [function]
Main beneficiary of the Partnership
[Official denomination of institution]
[Official address in full]

ARTICLE I.6 - LAW APPLICABLE AND COMPETENT COURT

Grants are governed by the terms of the Framework Partnership Agreement and Specific Grant Agreements, the Community rules applicable and, on a secondary level, by the law of Belgium relating to grants.

The main beneficiary, on behalf of the beneficiary universities, may bring legal proceedings regarding decisions by the Executive Agency concerning the application of the provisions of the above-mentioned agreements and the arrangements for implementing them before the Court of First Instance of the European Communities and, in the event of appeal, the Court of Justice of the European Communities.

ARTICLE I.7 – DATA PROTECTION

All personal data contained in the Framework Partnership Agreement and Specific Grant Agreements shall be processed in accordance with Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Such data shall be processed solely in connection with the implementation and follow-up of the Framework Partnership Agreement and Specific Grant Agreements by the Executive Agency, without prejudice to the possibility of passing the data to the bodies responsible for inspection and audit in accordance with Community legislation.

The main beneficiary may, on written request and on behalf of the beneficiary universities, gain access to the personal data and correct any information that is inaccurate or incomplete. The main beneficiary should address any questions regarding the processing of the personal data to the Executive Agency. The main beneficiary may lodge a complaint against the processing of the personal data with the European Data Protection Supervisor at any time.

ARTICLE I.8 – OTHER PROVISION

The main beneficiary and other representative(s) of the Partnership shall attend the Erasmus Mundus External Cooperation Window beneficiaries' conference, out of the administrative budget line (organisation of the Mobility) to cover the incurred expenditure.

II -GENERAL CONDITIONS

PART A: LEGAL AND ADMINISTRATIVE PROVISIONS

II.1 – UNDERTAKINGS BY THE MAIN BENEFICIARY

II.1.1 By signing the Framework Partnership Agreement, the main beneficiary undertakes to:

- a) have full responsibility for ensuring that the action is implemented in accordance with the Framework Partnership Agreement and Specific Grant Agreement;
- b) be the intermediary for all communication between the co-beneficiaries and the Executive Agency in accordance with Article I.5. Any claims that the Executive Agency might have in respect of the agreement shall be addressed to, and answered by, the main beneficiary, save where specifically stated otherwise in the agreement;
- c) be responsible for supplying all documents and information to the Executive Agency which may be required under the agreement, in particular in relation to the requests for payment. The main beneficiary shall not delegate any part of this task to the co-beneficiaries or to any other party. Where information from co-beneficiaries is required, the main beneficiary shall be responsible for obtaining and verifying this information and for passing it on to the Executive Agency;
- d) inform the co-beneficiaries of any event of which the main beneficiary is aware that is liable to substantially affect the implementation of the action;
- e) request and receive, on behalf of the co-beneficiaries, all payments made by the Executive Agency to the bank account referred to in Article 6 of the Specific Grant Agreement and distribute the Community financial contribution between co-beneficiaries in accordance with this agreement and the Specific Grant Agreement. The main beneficiary shall ensure that all the appropriate payments are made to co-beneficiaries without unjustified delay; and inform the Executive Agency of the distribution of the Community financial contribution between co-beneficiaries and of the date of transfer. The payment obligations of the Executive Agency vis-à-vis the beneficiary universities are fulfilled after the correspondent payment has been made to the main beneficiary and the former is not liable for the effective distribution of payments amongst the beneficiary universities;
- f) ensure that all the appropriate payments are made to the co-beneficiaries without unjustified delay in accordance with the Specific Grant Agreement and shall inform the Executive Agency of the distribution of the Community financial contribution between the co-beneficiaries and of the date of transfer;
- g) be responsible, in the event of audits, checks or evaluations, as described in Articles II.7 and II.20, for providing all the necessary documents, including the accounts of the co-beneficiaries, the original accounting documents and signed copies of sub-contracts, if any have been concluded by the beneficiary universities in accordance with Article II.10;
- h) establish and submit annual applications under the Framework Partnership Agreement, on behalf of the beneficiary universities, following subsequent call for proposal(s), and sign the relevant Specific Grant Agreements in the name and for the account of the beneficiary universities.

II.1.2 The co-beneficiaries shall:

- a) agree upon appropriate arrangements between themselves for the proper performance of the action; *[The beneficiaries are deemed to have concluded an internal co-operation agreement regarding their internal operation and co-ordination. The co-operation agreement shall include all aspects necessary for the management of the beneficiaries and the implementation of the action;]*
- b) forward to the main beneficiary the data needed to draw up the reports, financial statements, annual applications and other documents provided for in the Framework Partnership Agreement and Specific Grant Agreements, including its Annexes;
- c) ensure that all information to be provided to the Executive Agency is sent via the main beneficiary, save where the agreement specifically stipulates otherwise;
- d) inform the main beneficiary immediately of any event liable to substantially affect or delay the implementation of the action of which they are aware;
- e) provide the main beneficiary with all the necessary documents in the event of audits, checks of evaluations, as described in Articles II.7 and II.20;

II.1.3. The beneficiary universities undertake to:

- a) respect the common general objectives that formed the basis for establishing the partnership, as mentioned in the Preamble;
- b) fulfil the undertakings entered into under the action set out in Annex I, together with the work programmes jointly agreed between the parties;
- c) make every effort to achieve in practice the above-mentioned common general objectives in each action for which a Community grant is awarded;
- d) refrain from any action that could contribute to favouring brain drain from Third Countries participating in the scheme;
- e) encourage Third Country participants in mobility activities to use the knowledge and skills acquired in benefit of the social, human economical and political development of their countries;
- f) encourage all participants in the mobility activities to become ambassadors for the better understanding between the peoples;
- g) maintain relations of mutual co-operation and regular exchanges of information with the Executive Agency on matters of common interest to do with the use of the Framework Partnership Agreement and/or the Specific Grant Agreements and on the follow-up to the implementation of the action set out in Annex I;
- h) adopt a transparent attitude with regard to managing and keeping accounts on the actions for which an Executive Agency grant is awarded and co-operate fully with annual or occasional checks on the implementation of the Framework Partnership Agreement and/or the Specific Grant Agreements.

II.2 – LIABILITY

- II.2.1 The beneficiary universities agree to be irrevocably and unconditionally, jointly and severally responsible for any amount due to the Executive Agency by one of them which could not be honoured by the latter. The amount due to the Executive Agency will not exceed the maximum value of the contribution that could be granted to the beneficiary universities in accordance with Article 3 of the Specific Grant Agreement, increased where applicable by interest on late payment.
- II.2.2 The Executive Agency shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the Framework Partnership Agreement and/or Specific Grant Agreements relating to any damage caused during the execution of an action. Consequently, the Executive Agency will not entertain any request for indemnity or reimbursement accompanying any such claim.
- II.2.3 Except in cases of *force majeure*, the main beneficiary shall make good any damage sustained by the Executive Agency as a result of the execution or faulty execution of an action.
- II.2.4 The beneficiary universities shall assume liability towards third parties, including for damage of any kind sustained by them while the action is being carried out.

II.3 – CONFLICT OF INTERESTS

The main beneficiary undertakes to take all the necessary measures to prevent any risk of conflict of interests which could affect the impartial and objective performance of the Framework Partnership Agreement and/or the Specific Grant Agreements. Such conflict of interests could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or emotional reasons, or any other common interests.

Any situation constituting or likely to lead to a conflict of interests during the implementation of the Framework Partnership Agreement and/or the Specific Grant Agreements must be brought to the attention of the Executive Agency, in writing, without delay. The main beneficiary shall undertake to take whatever steps are necessary to rectify this situation without delay. The Executive Agency reserves the right to check that the measures taken are appropriate and may demand that the main beneficiary take additional measures, if necessary, within a certain time.

II.4 - OWNERSHIP/USE OF THE RESULTS

- II.4.1 Unless stipulated otherwise in the Specific Grant Agreement, ownership of the results of the action, including industrial and intellectual property rights, and of the reports and other documents relating to it shall be vested in the beneficiary universities.
- II.4.2 Without prejudice to paragraph 1, the beneficiary universities grant the Executive Agency and the Commission the right to make free use of the results of an action as it deems fit, provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights.

II.5 – CONFIDENTIALITY

The Executive Agency and the beneficiary universities undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the Framework Partnership Agreement and/or Specific Grant Agreements that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the expiry date of the Framework Partnership Agreement and/or Specific Grant Agreements.

II.6 - PUBLICITY

II.6.1 Unless the Executive Agency requests otherwise, any communication or publication by the beneficiary universities about an action, including at a conference or seminar, shall indicate that the action has received funding from the Community. Students and academic staff involved in the mobility should be informed that their mobility is funded in the framework of an action funded by the European Commission.

Any communication or publication by the beneficiary universities, in any form and medium, shall indicate that sole responsibility lies with the author and that the Executive Agency is not responsible for any use that may be made of the information contained therein.

II.6.2 Each beneficiary university authorises the Executive Agency to publish the following information in any form and medium, including via the Internet:

- the beneficiary university's name and address,
- the subject and purpose of the grants awarded,
- the amounts granted and the proportions of the actions' total cost covered by the funding.

Upon a reasoned and duly substantiated request by the beneficiary university, the Executive Agency may agree to forgo such publicity if disclosure of the information indicated above would risk compromising the beneficiary university's security or prejudicing his commercial interests.

II.7 - EVALUATION

Whenever the Executive Agency carries out an interim or final evaluation of an action's impact measured against the objectives of the Community programme concerned, the main beneficiary, on behalf of the beneficiary universities, undertakes to make available to the Executive Agency and/or persons authorised by it all such documents or information as will allow the evaluation to be successfully completed and to give them the rights of access specified in Article II.20.

II.8 - SUSPENSION

II.8.1 The main beneficiary may suspend implementation of an action if exceptional circumstances make this impossible or excessively difficult, notably in the event of *force majeure*. He shall inform the Executive Agency without delay, giving all the necessary reasons and details and the foreseeable date of resumption.

II.8.2 If the Executive Agency does not terminate the Specific Grant Agreement under Article II.12.2, the main beneficiary shall resume implementation once circumstances allow and shall inform the Executive Agency accordingly. The duration of the action shall be extended by a period equivalent to the length of the suspension. In accordance with Article II.14, a supplementary written agreement to the Specific Grant Agreement shall be concluded to extend the duration of the action and to make any amendments that may be necessary to adapt the action to the new implementing conditions.

II.9 – FORCE MAJEURE

II.9.1 *Force majeure* shall mean any unforeseeable exceptional situation or event beyond the parties' control which prevents either of them from fulfilling any of their obligations under the Framework Partnership Agreement and/or Specific Grant Agreements, was not attributable to error or negligence on their part, and proves insurmountable in spite of all due diligence. Defects in equipment or material or delays in making them available (unless due to *force majeure*), labour

disputes, strikes or financial difficulties cannot be invoked as *force majeure* by the defaulting party.

II.9.2 A party faced with *force majeure* shall inform the other party without delay by registered letter with advice of delivery or equivalent, stating the nature, probable duration and foreseeable effects.

II.9.3 Neither of the parties shall be held in breach of their obligations under the Framework Partnership Agreement and/or Specific Grant Agreements if they are prevented from fulfilling them by *force majeure*. The parties shall make every effort to minimise any damage due to *force majeure*.

II.9.4 Actions under way may be suspended in accordance with Article II.8.

II.10 - AWARD OF CONTRACTS

II.10.1 If the beneficiary universities have to conclude contracts in order to carry out an action and they constitute costs of the action giving rise to Community grant, they shall seek competitive tenders from potential contractors and award the contract to the bid offering best value for money; in doing so they shall observe the principles of transparency and equal treatment of potential contractors and shall take care to avoid any conflict of interests.

II.10.2 Contracts as referred to in paragraph 1 may be awarded only in the following cases:

(a) they may only cover the execution of a limited part of the action;

(b) recourse to the award of contracts must be justified having regard to the nature of the action and what is necessary for its implementation;

(c) the tasks concerned must be set out in the annex to the Specific Grant Agreement that describes the action and the corresponding estimated costs must be set out in detail in the estimated budget for the action;

(d) any recourse to the award of contracts while the action is under way, if not provided for in the grant application, shall be subject to prior written authorisation by the Executive Agency;

(e) the main beneficiary shall have sole responsibility for executing the action and complying with the terms of the Framework Partnership Agreement and the corresponding Specific Grant Agreement. The main beneficiary must undertake to make the necessary arrangements to ensure that the contractor waives all rights in respect of the Executive Agency under the Framework Partnership Agreement and/or the Specific Grant Agreement;

(f) the main beneficiary must undertake to ensure that the conditions applicable to him under Articles II.2, II.3, II.4, II.5, II.6, II.7, II.11 and II.20 of the Framework Partnership Agreement are also applicable to the contractor.

II.11 - ASSIGNMENT

Claims against the Executive Agency may not be transferred.

In exceptional circumstances, where the situation warrants it, the Executive Agency may authorise the assignment to a third party of the Specific Grant Agreements and any payments flowing from them following a written request to that effect, giving reasons, from the main beneficiary. If the Executive Agency agrees, it must make its agreement known in writing before the proposed assignment takes place. In the absence of the above authorisation, or in the event of failure to observe the terms thereof, the assignment shall not be enforceable against and shall have no effect on the Executive Agency.

In no circumstances shall such an assignment release the main beneficiary or co-beneficiaries from their obligations to the Executive Agency.

II.12 – TERMINATION

II.12.1 Termination by the main beneficiary

The main beneficiary may terminate the Framework Partnership Agreement at any time by giving 60 days' written notice. Where he avails himself of that right, he must undertake to complete the implementation of any Specific Grant Agreements which have entered into force before the date when termination of the Framework Partnership Agreement takes effect.

In duly justified cases, the main beneficiary may withdraw his request for a grant and terminate a Specific Grant Agreement which is in the process of being implemented by giving 60 days' written notice stating the reasons, without being required to furnish any indemnity on this account. If no reasons are given or if the Executive Agency does not accept the reasons, the main beneficiary shall be deemed to have terminated the agreement improperly, with the consequences set out in the third subparagraph of paragraph 4.

II.12.2 Termination by the Executive Agency

The Executive Agency may decide to terminate the Framework Partnership Agreement and/or the Specific Grant Agreements in the process of being implemented, without any indemnity on its part, in the following circumstances:

- (a) in the event of a legal, financial, technical, organisational or auditing change in the beneficiary universities' situation that is liable to affect the Framework Partnership Agreement and/or the Specific Grant Agreements substantially or to call into question the decision to award the Framework Partnership Agreement and/or the Specific Grant Agreements;
- (b) if a beneficiary university fails to fulfil a substantial obligation incumbent on them under the terms of the Framework Partnership Agreement and/or Specific Grant Agreements, including their annexes;
- (c) in the event of *force majeure*, notified in accordance with Article II.9, or if an action has been suspended as a result of exceptional circumstances, notified in accordance with Article II.8;
- (d) if a beneficiary university is declared bankrupt, being wound up or is the subject of any other similar proceedings;
- (e) if a beneficiary university is found guilty of an offence involving his professional conduct by a judgment having the force of *res judicata* or if he is guilty of grave professional misconduct proven by any justified means;
- (f) if a beneficiary university is guilty of misrepresentation or submits reports inconsistent with reality to obtain the grant provided for in a Specific Grant Agreement;
- (g) if a beneficiary university has intentionally or by negligence committed a substantial irregularity in performing the Framework Partnership Agreement and/or Specific Grant Agreements or in the event of fraud, corruption or any other illegal activity by the beneficiary university to the detriment of the European Communities' financial interests. A substantial irregularity consists of any infringement of a provision of an agreement or regulation

resulting from an act or an omission by the beneficiary university which causes or might cause a loss to the Community budget.

II.12.3 Termination procedure

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

In the cases referred to in points (a), (b) and (d) of paragraph 2, the beneficiary university shall have 30 days to submit his observations and take any measures necessary to ensure continued fulfilment of his obligations under the Framework Partnership Agreement and/or Specific Grant Agreements. If the Executive Agency fails to confirm acceptance of these observations by giving written approval within 30 days of receiving them, the procedure shall continue to run.

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

If notice is not given in the cases referred to in points (c), (e), (f) and (g) of paragraph 2, termination shall take effect from the day following the date when the termination decision is received.

II.12.4 Effects of termination

In the event of termination of a Specific Grant Agreement, payments by the Executive Agency shall be proportionate to the actual progress made in carrying out the action on the date when termination takes effect, in accordance with Article II.18. Costs relating to current commitments that are not due to be executed until after termination shall not be taken into account.

The main beneficiary shall have 60 days from the date when termination of the Specific Grant Agreement takes effect, as notified by the Executive Agency, to produce a request for final payment in accordance with Article II.16.3. If no request for final payment is received within this time limit, the Executive Agency shall not reimburse the expenditure incurred by the beneficiary universities up to the date of termination and it shall recover any amount if its use is not substantiated by the technical implementation reports and financial statements approved by the Executive Agency.

By way of exception, at the end of the period of notice referred to in paragraph 3, where the Executive Agency is terminating a Specific Grant Agreement on the grounds that the main beneficiary has failed to produce the final technical implementation reports and financial statements as stipulated in the Framework Partnership Agreement and/or Specific Grant Agreements and has still not complied with this obligation within two months following the written reminder sent by the Executive Agency by registered letter with advice of delivery or equivalent, the Executive Agency shall not reimburse the expenditure incurred by the beneficiary universities up to the date on which the action ended and it shall recover any amount if its use is not substantiated by the technical implementation reports and financial statements approved by the Executive Agency.

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

II.13 - FINANCIAL PENALTIES

By virtue of the Financial Regulation applicable to the general budget of the European Communities, any beneficiary declared to be in grave breach of his contractual obligations shall be liable to financial penalties of between 2% and 10% of the value of the grant in question. This rate may be increased to between 4% and 20% in the event of a repeated breach in the five years following the first.

The main beneficiary shall be notified in writing of any decision by the Executive Agency to apply such financial penalties.

II.14 – SUPPLEMENTARY AGREEMENTS

II.14.1 Any amendment to the Framework Partnership Agreement and/or Specific Grant Agreements must be the subject of a written supplementary agreement. No oral agreement may bind the parties to this effect.

II.14.2 The supplementary agreement may not have the purpose or the effect of making changes to the Framework Partnership Agreement and/or Specific Grant Agreements which might call into question the decision awarding the Framework Partnership Agreement and/or Specific Grant Agreements or result in unequal treatment of applicants for Framework Partnership Agreements and/or Specific Grant Agreements.

II.14.3 If the request for amendment is made by the main beneficiary, he must send it to the Executive Agency in good time before it is due to take effect and, as far as Specific Grant Agreements are concerned, two month before the closing date of the action, except in cases duly substantiated by the main beneficiary and accepted by the Executive Agency.

PART B: FINANCIAL PROVISIONS

II.15 – ELIGIBLE COSTS

Costs must satisfy the following general criteria:

- they must be connected with the subject of the Specific Grant Agreement and they must be provided for in the estimated budget annexed to it;
- they must be necessary for carrying out the action covered by the Specific Grant Agreement;
- they must be reasonable and justified and they must accord with the principles of sound financial management, in particular in terms of value for money and cost-effectiveness;
- they must be generated during the period of eligibility for Community funding as specified in the Specific Grant Agreement;
- they must be actually incurred by the beneficiary universities, be recorded in their accounts in accordance with the applicable accounting principles, and be declared in accordance with the requirements of the applicable tax and social legislation;
- they must be identifiable and verifiable.

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

II.16 - REQUESTS FOR PAYMENT

Payments shall be made in accordance with Article 4 of the Specific Grant Agreements.

II.16.1 Pre-financing

Pre-financing is intended to provide the beneficiary universities with a float.

II.16.2 Further pre-financing payments

Where pre-financing is divided into several instalments, the main beneficiary may request a further pre-financing payment once the percentage of the previous payment specified in the paragraph on further pre-financing payments in Article 4 of the Specific Grant Agreement has been used up. The request shall be accompanied by the following reporting documents:

- a progress report on the implementation of the action;
- a request for the next pre-financing as laid down in Article 4 of the Specific Grant Agreement, on the basis of the activities to be carried out during the period to be covered by the next report;
- a declaration certifying that the information provided in his request for payment is complete, accurate and honest; in particular, he shall certify that the action is being carried out in accordance with the financial provisions of the Framework Partnership Agreement and the Specific Grant Agreement and that his request for payment is substantiated by documentation which may be checked.
- a full summary statement of the expenditure of the action for the period covered by the progress report;

The reporting documents accompanying the request for payment shall be drawn up in accordance with the relevant provisions of the Framework Partnership Agreement and the Specific Grant Agreement, including the annexes thereto.

On receipt of these reporting documents, the Executive Agency shall have the period specified in Article 4 of the Specific Grant Agreement in order to:

- approve the reporting documents;
- ask the main beneficiary for supporting documents or any additional information it deems necessary to allow the approval of the reporting documents;
- reject all or some reporting documents and ask for the submission of a new (set of) reporting document(s).

Failing a written reply from the Executive Agency within the time limit for scrutiny indicated above, the reporting documents shall be deemed to have been approved. Approval of the reporting documents accompanying the request for payment shall not imply recognition of the regularity or the authenticity, completeness and correctness of the declarations and information it contains.

Requests for additional information or a new reporting document shall be notified to the main beneficiary in writing. The main beneficiary shall have the period laid down in the abovementioned provisions of Article 4 of the Specific Grant Agreement to submit the information or new documents requested.

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

Where a reporting document is rejected and a new reporting document requested, the approval procedure described in this Article shall apply.

In the event of renewed rejection, the Executive Agency reserves the right to terminate the Specific Grant Agreement by invoking Article II.12.2 (b).

II.16.3 Financial closure

The financial closure of the Specific Grant Agreement is made after the end of the action on the basis of the costs actually incurred by the beneficiary universities in carrying out the action. It may take the form of a recovery order where the total amount of earlier payments is greater than the amount of the final grant determined in accordance with Article II.18.

By the appropriate deadline indicated in Article 5 of the Specific Grant Agreement, the main beneficiary shall submit the following reporting documents:

- a final report on the implementation of the action;
- a declaration certifying that the information provided in his request for payment is complete, accurate and honest; in particular, he shall certify that the action has been carried out in accordance with the financial provisions of the Framework Partnership Agreement and the Specific Grant Agreement and that his request for payment is substantiated by documentation which may be checked.
- a full summary statement of the final expenditure of the action for the period of implementation defined in Article 2 of the Specific Grant Agreement;
- where required by Article 4 of the Specific Grant Agreement, an external audit report on the action's accounts; the external audit shall be carried out by an independent body or expert officially authorised to carry out audits of accounts; the purpose of the audit is to certify that the

conditions for awarding the grant set out in the agreement have been fulfilled, that the reports and other documents submitted to the Executive Agency by the beneficiary universities comply with the provisions of the agreement, and that the request for payment is justified; it shall also certify that the full summary statement of the final expenditure is complete, accurate and honest, and corresponds to the actual costs incurred and financing received for the action.

The reporting documents shall be drawn up in accordance with the relevant provisions of the Framework Partnership Agreement and the Specific Grant Agreement, including the annexes thereto. The main beneficiary shall certify that the financial documents submitted to the Executive Agency comply with the financial provisions of the Framework Partnership Agreement and the Specific Grant Agreement.

On receipt of these reporting documents, the Executive Agency shall have the period specified in the Article 4 of the Specific Grant Agreement in order to:

- approve the final report on the implementation of the action;
- ask the main beneficiary for supporting documents or any additional information it deems necessary to allow the approval of the reporting documents;
- reject all or some reporting documents and ask for the submission of a new (set of) reporting document(s).

Failing a written reply from the Executive Agency within the time limit for scrutiny indicated above, the reporting documents shall be deemed to have been approved. Approval of the reporting documents shall not imply recognition of the regularity or the authenticity, completeness and correctness of the declarations and information it contains.

Requests for additional information or a new reporting document shall be notified to the main beneficiary in writing. The main beneficiary shall have the period laid down in the abovementioned provisions of Article 4 of the Specific Grant Agreement to submit the information or new documents requested.

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

Where a reporting documents is rejected and a new reporting document requested, the approval procedure described in this Article shall apply.

In the event of renewed rejection, the Executive Agency reserves the right to terminate the Specific Grant Agreement by invoking Article II.12.2 (b).

II.17 - GENERAL PROVISIONS ON PAYMENTS

II.17.1 Payments shall be made by the Executive Agency in euros. Any conversion of actual costs into euros shall be made at the daily rate published in the Official Journal of the European Union or, failing that, at the monthly accounting rate established by the Commission of the European Communities and published on its website applicable on the day when the payment order is issued by the Executive Agency, unless specific provisions are laid down for the purpose in the Special Conditions of the Framework Partnership Agreement and/or in the Specific Grant Agreement.

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

II.17.2 The Executive Agency may suspend the period for payment laid down in Article 4 of the Specific Grant Agreement at any time by notifying the main beneficiary that his request for

payment cannot be met, either because it does not comply with the provisions of the Framework Partnership Agreement and/or the Specific Grant Agreement, or because appropriate supporting documents must be produced and additional checks are being conducted.

The Executive Agency may also suspend its payments at any time if the main beneficiary or a co-beneficiary is found or presumed to have infringed the provisions of the Framework Partnership Agreement and/or the Specific Grant Agreement, in particular in the wake of the audits and checks provided for in Article II.20.

The Executive Agency shall inform the main beneficiary of any such suspension by registered letter with advice of delivery or equivalent. Suspension shall take effect on the date when notice is sent by the Executive Agency. The remaining payment period shall start to run again from the date when a properly constituted request for payment is registered, when the supporting documents requested are received, or at the end of the suspension period as notified by the Executive Agency.

- II.17.3 On expiry of the period for payment specified in Article 4 of the Specific Grant Agreement, and without prejudice to paragraph 2 of this Article, the main beneficiary may, within two months following the date of receipt of a late payment, request payment of interest on the late payment at the rate applied by the European Central Bank for its main refinancing operations in euros, plus three and a half points; the reference rate to which the increase applies shall be the rate in force on the first day of the month of the final date for payment, as published in the C series of the Official Journal of the European Union. This provision shall not apply to recipients of a grant which are public authorities of the Member States of the European Union.

Interest on late payment shall cover the period from the final date for payment, exclusive, up to the date of payment as defined in paragraph 1, inclusive. The interest shall not be treated as a receipt for the purposes of determining the final grant within the meaning of Article II.18.3. The suspension of payment by the Executive Agency may not be considered as late payment.

- II.17.4 The main beneficiary shall inform the Executive Agency of the amount of any interest or equivalent benefits yielded by the pre-financing it has received from the Executive Agency. Notification must be made annually if the interest in question represents a significant amount, and in any event when the request is made for payment of the balance and/or financial closure that clears the pre-financing. The interest shall not be treated as a receipt for the action within the meaning of Article II.18.3. The Executive Agency shall recover it in accordance with Article II.19.

- II.17.5 The main beneficiary shall have two months from the date of notification by the Executive Agency of the final amount of the grant (either consisting of the amount of the two pre-financing payments already made or determining the amount of a recovery order pursuant to Article II.18) to request information in writing on the determination of the final grant, giving reasons for any disagreement. After this time such requests shall no longer be considered. The Executive Agency undertakes to reply in writing within two months following the date on which the request for information is received, giving reasons for its reply. This procedure is without prejudice to the main beneficiary's right to appeal against the Executive Agency's decision pursuant to the Article on Law applicable and competent court. Under the terms of Community legislation in this matter, such appeals must be lodged within two months following the notification of the decision to the applicant or, failing that, following the date on which the applicant learned of the decision.

II.18 - DETERMINING THE FINAL GRANT

- II.18.1 Without prejudice to information obtained subsequently pursuant to Article II.20, the Executive Agency shall adopt the amount of the final grant to be paid to the main beneficiary on the basis of the documents referred to in Article II.16.3 which it has approved.
- II.18.2 The total amount paid to the main beneficiary by the Executive Agency may not in any circumstances exceed the maximum amount of the grant laid down in Article 3 of the Specific Grant Agreement.
- II.18.3 Financing in the form of flat-rate funding is limited to the amounts referred to in Article 3 of the Specific Grant Agreement. Financing using scales of unit costs is determined by application of the formulas provided for in the above Article of the Specific Grant Agreement on the basis of the actual implementation of the action and within the ceilings laid down in that Article.

If the specific conditions or grounds for granting these contributions, as set out in the Specific Grant Agreement, are not fulfilled or are only partially fulfilled on completion of the action, the Executive Agency shall withdraw or reduce its contributions in line with the actual extent of fulfilment of the conditions or requirements.

- II.18.4 Without prejudice to the right to terminate the Specific Grant Agreement under Article II.12, and without prejudice to the right of the Executive Agency to apply the penalties referred to in Article II.13, if the action is not implemented or is implemented poorly, partially or late, the Executive Agency may reduce the grant initially provided for in line with the actual implementation of the action on the terms laid down in the Specific Grant Agreement.
- II.18.5 On the basis of the amount of the final grant determined in this way and of the aggregate amount of the payments already made under the terms of the Specific Grant Agreement, the Executive Agency shall set the amount of the payment of the balance as being the amount still owing to the main beneficiary. Where the aggregate amount of the payments already made exceeds the amount of the final grant, the Executive Agency shall issue a recovery order for the surplus.

II.19 – RECOVERY

- II.19.1 If any amount is unduly paid to the main beneficiary or if recovery is justified under the terms of the Framework Partnership Agreement and/or a Specific Grant Agreement, the main beneficiary undertakes to repay the Executive Agency the sum in question on whatever terms and by whatever date it may specify.
- II.19.2 If the main beneficiary fails to pay by the date set by the Executive Agency, the sum due shall bear interest at the rate indicated in Article II.17.3. Interest on late payment shall cover the period between the date set for payment, exclusive, and the date when the Executive Agency receives full payment of the amount owed, inclusive. This provision shall not apply to recipients of a grant which are public authorities of the Member States of the European Union.

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

- II.19.3 If payment has not been made by due date, sums owed to the Executive Agency may be recovered by offsetting them against any sums owed to the main beneficiary by the Agency or the Commission, after informing him accordingly by registered letter with advice of delivery or equivalent. The main beneficiary's prior consent shall not be required. If the recovery remains unsuccessful under the provisions above, the Executive Agency shall hold all the beneficiary universities collectively jointly responsible for the amount due in accordance with Article II.18.

II.19.4 Bank charges occasioned by the recovery of the sums owed to the Executive Agency shall be borne solely by the main beneficiary.

II.19.5 The main beneficiary understands that under Article 256 of the Treaty establishing the European Community, the Executive Agency may adopt an enforceable decision formally establishing an amount as receivable from persons other than States. An action may be brought against such decision before the Court of First Instance of the European Communities.

ARTICLE II.20 - CHECKS AND AUDITS

II.20.1 The main beneficiary undertakes to provide any detailed information requested by the Executive Agency or by any other outside body authorised by the Executive Agency to check that the actions and the provisions of the Framework Partnership Agreement and/or Specific Grant Agreements are being properly implemented. Where the Commission or the Executive Agency so wishes, it may request such information to be provided directly by a co-beneficiary.

II.20.2 The beneficiary universities, shall keep at the Executive Agency's disposal all original documents, especially accounting and tax records, or, in exceptional and duly justified cases, certified copies of original documents relating to each Specific Grant Agreement for a period of five years from the date of financial closure for the corresponding action.

II.20.3 The beneficiary universities agree that the Executive Agency may have an audit of the use made of the grants awarded carried out either directly by its own staff or by any other outside body authorised to do so on its behalf. Such audits may be carried out throughout the period of implementation of the Specific Grant Agreements until they are closed financially and for a period of five years from the date of financial closure for the corresponding actions. Where appropriate, the audit findings may lead to recovery decisions by the Executive Agency.

II.20.4 The beneficiary universities undertake to allow Executive Agency and Commission staff and outside personnel authorised by the Executive Agency/the Commission the appropriate right of access to sites and premises where the actions are carried out and to all the information, including information in electronic format, needed in order to conduct such audits.

II.20.5 By virtue of Council Regulation (Euratom, EC) No 2185/96 and Regulation (EC) No 1073/1999 of the European Parliament and the Council, the European Anti-Fraud Office (OLAF) may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Community law for the protection of the financial interests of the European Communities against fraud and other irregularities. Where appropriate, the inspection findings may lead to recovery decisions by the Executive Agency.

II.20.6 The European Court of Auditors shall have the same rights as the Executive Agency, notably right of access, as regards checks and audits.

II. 20.7 Where the above audits and checks on the generating event justifying the payment of flat-rate funding and unit costs reveals that the event has not occurred and an unduly payment has been made to a beneficiary university, the Executive Agency shall be entitled to recover up to the amount unduly paid.

SIGNATURES

For the **Main beneficiary**

For the **Executive Agency**

[FIRST NAME / FAMILY NAME],

J. FRONIA,

Function:

Head of Unit

.....

.....

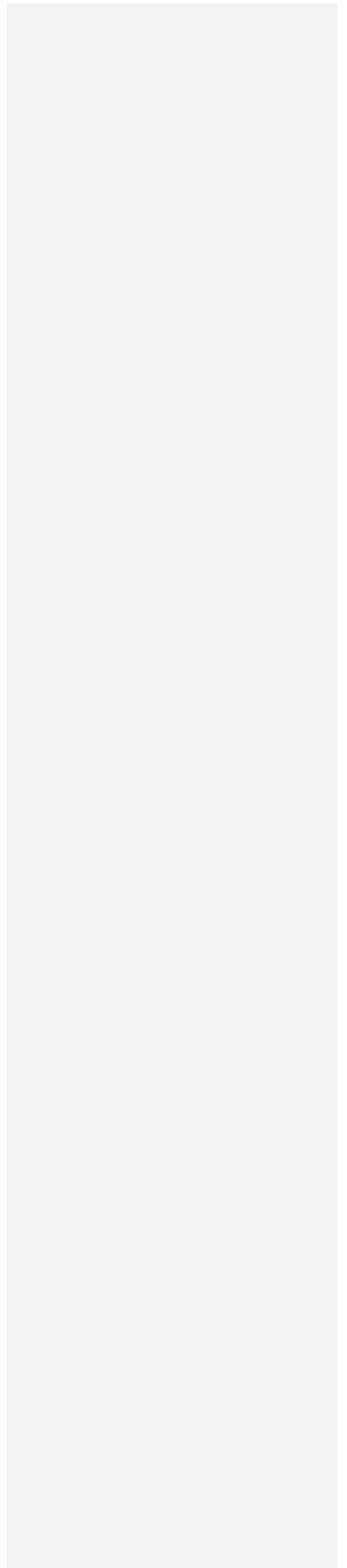
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Done at Brussels,

Date:/...../.....

Date:/...../.....

In duplicate in English



ANNEX I – ACTIONS PLANNED UNDER THE PARTNERSHIP

This Framework Partnership Agreement covers the following action: Erasmus Mundus External Cooperation Window.

This Action is described in detail in the documentation of the Call for Proposals for the Erasmus Mundus External Cooperation Window, under which the main beneficiary has applied and has been selected for a Specific Grant Agreement.

ANNEX II - MANDATE⁴

[Full official name]

[Official legal form]⁵

[Official registration No]⁶

[Official address in full]

[VAT number],

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

of the one part,

and

[Full official name]

[Official legal form]⁷

[Official registration No]⁸

[Official address in full]

[VAT number],

("the main beneficiary"), represented for the purposes of signature of this mandate by [name, forename and function]

of the other part,

HAVE AGREED

For the purposes of the implementation of the Framework Partnership Agreement to be concluded between the Education, Audiovisual and Culture Executive Agency ("the Executive Agency") and the main beneficiary, on behalf of the beneficiary universities, following the Call for Proposals for the Erasmus Mundus External Cooperation Window [Reference] and the subsequent specific grant agreements to be signed on the basis of the mentioned Framework Partnership Agreement,

The following:

1. The co-beneficiary grants power of attorney to the main beneficiary, to act in its name and for its account in signing the above-mentioned agreements with the Executive Agency and its subsequent amendments. Accordingly, the co-beneficiary hereby mandates the main beneficiary to take full legal responsibility for the implementation of the above agreements with the Executive Agency.
2. The co-beneficiary hereby confirms having taken careful note of all the provisions of the above agreements with the Executive Agency, in particular of all provisions affecting the co-beneficiary and the main beneficiary.

⁴ One version of this annex to be included for each co-beneficiary

⁵ Delete if the co-beneficiary is a public-sector body.

⁶ Delete if the co-beneficiary is a public-sector body.

⁷ Delete if the main beneficiary is a public-sector body.

⁸ Delete if the main beneficiary is a public-sector body

3. The co-beneficiary hereby undertakes to do everything in his power to carry out the action as described in Annex I of the above-mentioned Framework Partnership Agreement and pursuant to the Specific Grant Agreements, acting on his own responsibility.
4. The co-beneficiary hereby agrees to do everything in his power help the main beneficiary fulfil the main beneficiary's obligations under the above agreements.
5. In particular, in accordance with Article II.1 of the Framework Partnership Agreement, the co-beneficiary hereby agrees to provide to the main-beneficiary whatever documents or information may be required, as soon as possible after receiving the request from the main beneficiary.
6. The co-beneficiary acknowledges that, by virtue of this mandate, the main beneficiary alone is entitled to receive the funds from the Executive Agency and distribute the amounts corresponding to its participation in the project as laid down in the above agreements.
7. The provisions of the above agreements, including this mandate, shall take precedence over any other agreement between the co-beneficiary and the main-beneficiary which may have an effect on the implementation of the above agreement between the main beneficiary and the Executive Agency.
8. A copy of this mandate shall be annexed to the Framework Partnership Agreement and shall form an integral part of it.

SIGNATURES

For the co-beneficiary
[Name/forename/function]

For the main beneficiary
[Name/forename/function]

[Signature]

[Signature]

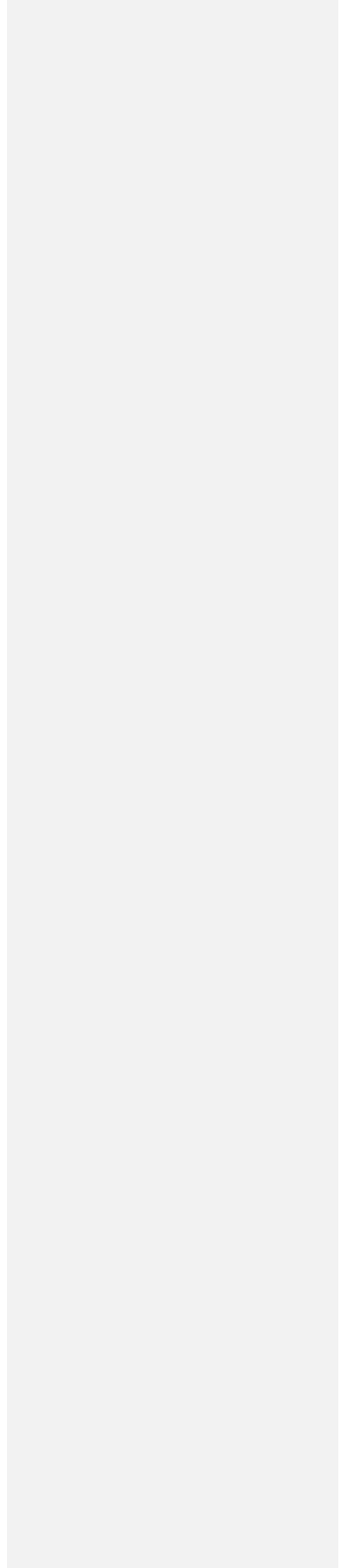
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In duplicate in English.

ANNEX III – MODEL OF THE SPECIFIC GRANT AGREEMENT

See separate document(s)





Education, Audiovisual and Culture Executive Agency

Erasmus Mundus External Cooperation Window

SPECIFIC GRANT AGREEMENT

FOR

ERASMUS MUNDUS "EXTERNAL COOPERATION WINDOW"

(ANNEX III TO THE FRAMEWORK PARTNERSHIP AGREEMENT)

**SPECIFIC GRANT AGREEMENT NUMBER - «NO_REF»
«PROG_COD»-ECW**

The Education, Audiovisual and Culture Executive Agency ("the Executive Agency"), acting under powers delegated by the Commission of the European Communities, and represented by Mr J. Fronia, Head of Unit, of the Executive Agency,

of the one part,

and

« [Full Official Name]»

with its registered office at:

[Full Official Address]
("the main beneficiary"), represented for the purposes of signature of this Specific Grant Agreement by
«LR_NAME_FORENAME_FUNCTIONS»

of the other part,

hereafter referred to as "the parties to the Specific Grant Agreement"

HAVE AGREED

on the **Conditions** below, and the following **Annexes**:

Annex I	Description of the action
Annex II	Estimated budget of the action
Annex III and IV	Progress and final report forms
Annex V	Administrative and Financial Handbook
Annex VI	Financial model for progress and final reports

which form an integral part of this Specific Grant Agreement ("the Specific Grant Agreement").

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

CONDITIONS

ARTICLE 1 - PURPOSE

- 1.1 The Specific Grant Agreement is concluded in the context of the partnership established between the Executive Agency and the beneficiary universities. It is drawn up in accordance with the relevant terms of the framework partnership agreement.
- 1.2 The Executive Agency has decided to award a grant, under the terms and conditions set out in this Specific Grant Agreement and the Framework Partnership Agreement, which the main beneficiary hereby declares that he has taken note of and accepts, for the action entitled: «**PROJECT_TITLE1**» «**PROJECT_TITLE2**» (“the action”). «**PROJECT_REFERENCE**»
- 1.3 The main beneficiary accepts the grant and undertakes to do everything in his power to carry out the action as described in Annex I, in accordance with the terms and conditions of the above-mentioned Framework Partnership Agreement applicable to the implementation of the Specific Grant Agreement.

ARTICLE 2 – DURATION

- 2.1 The Specific Grant Agreement shall enter into force on the date when the last of the two parties signs.
- 2.2 The action and the period of eligibility of costs shall begin on « **STARTING DATE** » and shall end on « **ENDING DATE** ».

ARTICLE 3 – FINANCING THE ACTION

- 3.1. The total contribution of the Executive Agency to the action amounts to EUR « **AMOUNT** » as indicated in Annex II to the Specific Grant Agreement.
- 3.2. The part of the grant awarded to cover the costs incurred by the beneficiary universities for the organisation of the mobility flows is calculated on the basis of flat rate amounts. This flat rate amount will correspond to EUR 10.000 per university.
- 3.2. The part of the grant awarded to cover the costs of individual mobility of students and academic staff (travel expenses, subsistence costs, insurance costs and, where applicable, tuition fee for mobile students and academic staff) is calculated on the basis of unit-costs detailed in the tables below:
 - a) There are three Target Groups for individual mobility flows and five different types of individual mobility flows as defined in the Guidelines for Applicant;
 - b) Travel costs for the students and academic staff participating in mobility activities is financed according to the following rates (return ticket), which are applied for return tickets for the direct/linear distance ("*as the crow flies*") between on the one side the *location of origin of the student/academic staff (for Target Group 2), the location of residence (for Target Group 3) or the sending university (for Target Group 1)* and on the other side the hosting university premises.

Distance (km)	Fixed-amount rate (€)
< 500	250
500– 1.000	500
>1.000– 1.500	750
>1.500 – 2.500	1 000
>2.500 – 5.000	1 500
>5.000 – 10.000	2 000
>10.000	2 500

- e) Subsistence costs, insurance costs and, where applicable, tuition fees for the students and academic staff participating in mobility activities are financed according to the following rates;

Mobility Type	Monthly Subsistence allowance	Duration	Tuition/registration Fees	Insurance	Maximum amount (excluding travel)
UNDERGRADUATE	Target Group 1				
	1,000 € month	6-10 months	Fee waiver policy if stay is below 10 months 3,000 € if stay is 10 months	75€/ month	13,750 €
	Target Group 3				
	1,000 €/month)	6-34 months	3,000 € / academic year	75€/month	45,550 €
MASTER	Target Group 1				
	1000€/month	6-10 months for Europeans	Fee waiver policy if stay is below 10 months 3,000 € if stay is 10 months	75€/ month	29,650 €
	1,000 €/ month	6-22 months for third-countries nationals	Fee waiver policy if stay is below 10 months 3,000 € / academic year		
Target Groups 2 & 3					

	1,000 €/ month	6-22 months	3,000 € / academic year	75€/ month	29,650€
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Deleted:

Mobility Type	Monthly Subsistence allowance	Duration	Tuition/registration Fees	Insurance	Maximum amount (excluding travel)
DOCTORATE	All target groups				
	1,500€/ month	6-34 months	3,000 € / academic year	75€/ month	62,550 €
POST-DOCTORATE	All target groups				
	1,800 €/ month	6-10 months	No fees for research activities Max. 5,000€ / academic year for specialised post-doctorate studies (to be described in the application)	75€ / month	23,750 €
ACADEMIC STAFF	Only target group 1				
	2,500 €/ month	1-3 months	Not applicable	75€/ month	7,725 €

– Beneficiary universities shall provide the integrity of the subsistence allowance specified in the table above to the visiting students/academic staff. A part shall be provided upon arrival to cover installation costs and the remaining part shall be provided on a regular basis.

– Under no circumstances may beneficiary universities claim tuition/registration fees from visiting students beyond the amounts indicated above or retain the funding foreseen as subsistence allowance to cover such fees.

– Beneficiary universities must take a full insurance coverage (health, travel, accident) to cover the incoming students and academic staff participating in the individual mobility activities.

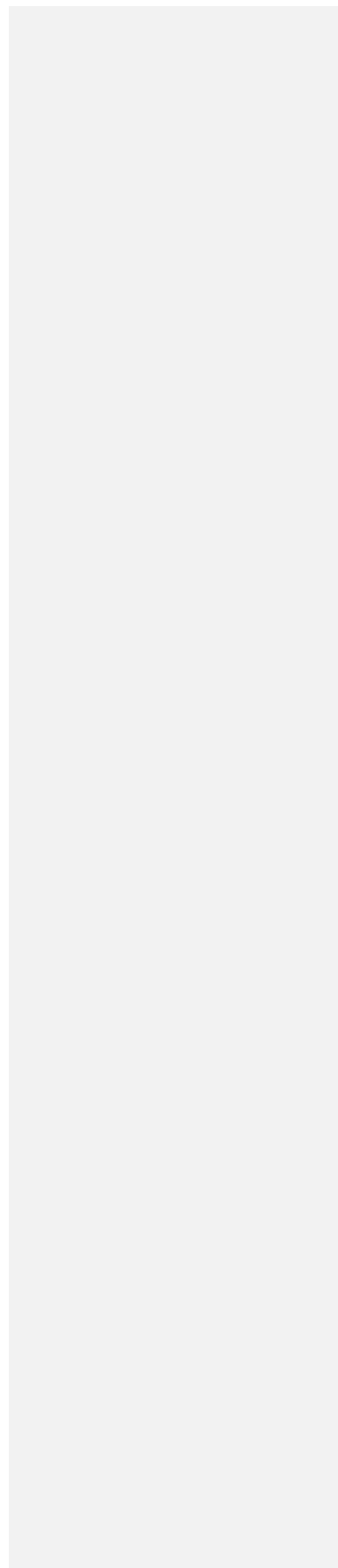
3.3 The final amount of the grant shall be determined as specified in Article II.18 of the Framework Partnership Agreement.

ARTICLE 4 – PAYMENT ARRANGEMENTS

4.1 Pre-financing

Within 45 days of the date when the last of the two parties signs the Specific Grant Agreement, a pre-financing payment for the organisation of the mobility and for the implementation of the individual mobility shall be made to the main beneficiary as follows;

	First Year First pre-financing	Second year Second pre-financing	Third year Third pre-financing
up to 24 months mobility	70% of the grant	30% of the grant	
Over 24 months mobility	50% of the grant	30% of the grant	20% of the grant



4.2 Further pre-financing payments

Subsequent pre-financing payments may be made upon submission by the main beneficiary and approval by the Executive Agency of

- i) a progress report and a payment request demonstrating the at least 70% of the amounts of pre-financing already paid by the Executive Agency has been spent by the partnership and
- ii) the list of the persons subject to individual mobility referred to in Article 5.1 below, which must have been previously submitted within the deadline specified in the mentioned Article.

Payments will be made to a bank account or sub-account which identifies the funds paid by the Executive Agency and allows calculating the interests produced by these funds

The request for the second and third pre-financing shall be accompanied by the documents mentioned in Article II.16.2 of the Framework Partnership Agreement by using the report form in Annex III to this Specific Grant Agreement. The Executive Agency shall have 45 days to approve or reject the documents in question or to request additional supporting documents or information under the procedure laid down in Article II.16.2 of the Framework Partnership Agreement. In that case the main beneficiary shall have 30 days to submit the additional information or new documents requested.

4.3 Financial closure

The main beneficiary shall submit a final report, consisting of the documents specified in Article II.16.3 of the Framework Partnership Agreement and using the report form in Annex IV to this Specific Grant Agreement. An external audit report on the action's accounts shall accompany the final report where the Executive's Agency's contribution to the action received by a beneficiary university under the Specific Grant Agreement exceeds EUR 750 000. The Executive Agency shall have 45 days to approve or reject the documents in question or to request additional supporting documents or information under the procedure laid down in Article II.16.3 of the Framework Partnership Agreement. In that case the main beneficiary shall have 30 days to submit the additional information or new documents requested.

A possible recovery representing the balance of the grant determined in accordance with Article II.18 of the Framework Partnership Agreement shall be made by the Executive Agency following approval by the Executive Agency of the final report in accordance with Article II.19 of the Framework Partnership Agreement.

ARTICLE 5 – SUBMISSION OF REPORTS AND OTHER DOCUMENTS

5.1 The technical and financial implementation reports and other documents referred to in Article 4 must be submitted in three copies in one of the official languages of the European Community by using the forms in the annexes by the following dates:

a) For grant agreements of maximum 24 months mobility:

- A first progress report by **31 January 2009**, if the main beneficiary intends to submit an annual application for the following call for proposals, as provided for in Article I.2.3 of the Framework Partnership Agreement;
- A second progress report **1st September 2009**;
- A final report: due submission **within two months after the end of the eligible period**. The latest submission is due on **1st June 2011**.

b) For grant agreements with duration exceeding 24 months mobility:

- A first progress report by **31 January 2009**, if the main beneficiary intends to submit an annual application for the following call for proposals, as provided for in Article I.2.3 of the Framework Partnership Agreement;
- A second progress report **1st September 2009**;
- A third progress report **1st September 2010**;
- A final report: due submission **within two months after the end of the eligible period**. The latest submission is due on **15 June 2012**.

5.2 The list of the persons subject to individual mobility plus a reserve list shall be submitted to the Executive Agency no later than 1 December 2008.

ARTICLE 6 – BANK ACCOUNT

Payments shall be made to the main beneficiary's bank account or sub-account denominated in euros, as indicated below:

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

This account or sub-account must identify the payments made by the Executive Agency. If the funds paid to this account or sub-account yield interest or equivalent benefits under the law of the State on whose territory the account or sub-account is opened, such interest or benefits shall, if they are generated by pre-financing payments, be recovered by the Executive Agency as specified in Article II.17.4 of the Framework Partnership Agreement.

SIGNATURES

For the **Main beneficiary**

For the **Executive Agency**

« LR-Name and Forename»,

J. FRONIA,

Function:

Head of Unit

Done at _____ ,

Done at Brussels,

Date: .../.../....

Date: .../.../....

In duplicate in English.

SPECIFIC GRANT AGREEMENT NUMBER - «NO_REF»-«PROG_COD»-ECW

Annex I

Description of the action

Separate PDF document (Annex A) with:

- 1° the Application (Full application form with Applicant, Partners, & Associates details)
- 2° the Legal Entity and the Bank Account Forms (signed by the Applicant)
- 3° the Declaration by the Applicant (signed)

SPECIFIC GRANT AGREEMENT NUMBER - «M_0NUMDEM»-«PROG_COD»-ECW

Annex II

Summary of the estimated budget of the action

Separate excel document (Annex B) for all the mobility details

Table 1: Table of expenditure

Type of costs	Approved Budget - €
1. Organisation of the mobility	«M_1AMNTS»
2. Subsistence allowances	««M_2MNTS»»
3. Travel costs	«M_3AMNTS»
4. Tuition fees	««M_4AMNTS»»
5. Insurance	««M_5AMNTS»»
TOTAL	«MNTS»

Table 2: Table of sources of financing

Sources	Approved Budget - €
Erasmus Mundus External Cooperation Window grant	«MNTS»

Annex III

Form to be used for the submission of the Progress Report (technical and financial part)

A) PROGRESS REPORT: TECHNICAL PART

1. Organisation of the mobility

- 1.1 Description of the implementation of the Organisation of the mobility by the partner institutions
- a) Description of the activities carried out in the framework of the visibility strategy on the mobility opportunities both in partner institutions (target group I) and towards target groups in non-partner institutions (target group II and III). Description of the role of the different partners.
 - b) Description of particular arrangements and roles played by associates (if applicable).
 - c) Description of the common application and selection procedures and process applied for each of the concerned countries. Specific explanation of how gender balance and favouring of socio-economic disadvantaged groups has been taken into account. If application and selection procedures differed from the original plan presented in the proposal (cases of "force majeure") please explain reason.
 - d) Description of the partnership arrangements for the distribution of students and academic staff between the partner universities.
 - e) Description of arrangements for placements of students as part of their study periods (if applicable).
 - f) Description of linguistic arrangements for students not mastering the language of study (if applicable). Problem encountered regarding linguistic aspects.
 - g) Description of other organisational arrangements to host the incoming students and academic staff (housing facility support, visa support, residence permit support, appointment of tutors, special arrangements for disabled persons, etc).
 - h) Work done for the establishment of ECTS or similar recognition system. Particular arrangements for recognition of study periods done by students in a partner institution.
 - i) Work done for particular arrangements like award of a diploma supplement for students participating in the exchange scheme, joint and/or dual diplomas, sandwich doctorates, etc).
 - j) Work done to ensure overall quality assurance of the action
- 1.2. Positive experiences to be reported, possible problems encountered, improvements to be envisaged in the organisation of the individual mobility with the partners.
- 1.3. Outlook on the rest of work ahead in the framework of the organisation of mobility for the current round and of work in preparation of the following round in the framework of the partnership Framework Partnership Agreement signed.

2. Implementation of the mobility flows

- 2.1. Description of the implementation of the mobility (students and academic staff) to date
- Number of applications received in each of the partner universities from students and academic staff and number of applications selected.
 - Number of applications received for target group II and number of applications selected.
 - Number of applications received for target group III and number of applications selected.
- 2.2 Number of students selected that had to be substituted by reserve list students and main reasons for the changes operated. In cases such changes have occurred, you need to send an update of the list provided to the agency with an explanation for each change.
- 2.3 Main problems encountered by students and by hosting universities with the mobility flows.
- 2.4 Tables of students and academic staff participating in the mobility: fill in the tables which appear in the financial part of the progress report.

B) PROGRESS REPORT: FINANCIAL PART

1. Please provide a detailed overview of the costs that the partnership has covered with the lump sum (for example: travel, per diem for staff travelling, staff costs, linguistic support to students, publications, information meetings for the visibility strategy, internet web sites, cost of scientific committee for selection, administrative costs, etc).
2. Please fill in the corresponding excel tables included in the "financial model for progress & final report" (see Annex VI).

3. Table of expenditure

	Approved grant	First pre-financing received	Second pre-financing received	Third pre-financing received (*)	Actual expenditure
1. Organisation of the mobility	«M_1AMNTS»				
2. Subsistence allowances	««M_2MNTS»»				
3. Travel costs	«M_3AMNTS»				
4. Tuition fees	««M_4AMNTS»»				
5. Insurance	««M_5AMNTS»»				
L	TOTA «MNTS»				

Percentage of use of the pre-financing instalments:

%

C) PROGRESS REPORT: DECLARATION

I, the undersigned, hereby declare that the information contained in the financial part of the Progress Report is complete, accurate, honest and in accordance with the facts and the applicable agreements.

In particular the financial data provided in section 3 of this Progress Report corresponds to the expenditure necessary to carry out the project. This information has been checked and approved by all partners involved and is substantiated by documentation which may be checked.

In case the financial part of this Progress Report shows that at least 70% of the pre-financing instalments already paid by the Executive Agency for this project has been used up, I herewith request the payment of the further pre-financing instalment, in accordance with the terms of the specific agreement.

Name and position:

Date:

Signature:

(*) Applicable only for the Specific Grant Agreements with a Mobility duration equal or exceeding 24 months

Annex IV

Form to be used for the submission of the Final Report (technical and financial part)

A) FINAL REPORT: TECHNICAL PART

1. Organisation of the mobility

1.1 Description of the implementation of the Organisation of the mobility by the partner institutions.

- a) Global report on the activities carried out in the framework of the visibility strategy on the mobility opportunities both in partner institutions (target group I) and towards target groups in non-partner institutions (target group II and III). Description of the role of the different partners.
- b) Global report on the particular arrangements and roles played by associates (if applicable).
- c) Global report on the application and selection procedures and process applied for each of the concerned countries. Specific explanation of how gender balance and favouring of socio-economic disadvantaged groups has been taken into account. If application and selection procedures differed from the original plan presented in the proposal (cases of "force majeure") please explain reason. Please beware that any unilateral decision by either third country or by one university is not considered to fulfil the requirements of transparency and equal opportunities required by the Erasmus Mundus External Cooperation Window.
- d) Global report on the partnership arrangements for the distribution of students and academic staff between the partner universities.
- e) Global report on placements of students as part of their study periods (if applicable).
- f) Global report on linguistic arrangements for students not mastering the language of study (if applicable). Problem encountered regarding linguistic aspects.
- g) Global report on other organisational arrangements to host the incoming students and academic staff (housing facility support, visa support, residence permit support, appointment of tutors, facilities or special arrangements for disabled persons, etc).
- h) Results obtained in terms of the establishment of ECTS or similar recognition system. Results obtained in terms of arrangements for recognition of study periods done by students in a partner institution.
- i) Where appropriate, progress done in line with the Bologna LMD system.
- j) Results obtained in terms of arrangements like award of a diploma supplement for students participating in the exchange scheme, joint and/or dual diplomas, sandwich doctorates, etc).
- k) Global report on work done to ensure overall quality assurance of the action and on results obtained.

1.2. Global report on positive experiences to be reported, possible problems encountered improvements to be envisaged in the organisation of the individual mobility with the partners for the next application for the next call for proposals in the framework of the partnership Framework Partnership Agreement signed.

2. Implementation of the mobility flows

2.1 Description of the implementation of the mobility (students and academic staff) to date

- Number of applications received in each of the partner universities from students and academic staff and number of applications selected.
- Number of applications received for target group II and number of applications selected.
- Number of applications received for target group III and number of applications selected.

2.2 Number of students selected who had to be substituted by reserve list students. Number of cases where stay had to be shortened and main reasons.

2.3 Main problems encountered by students and by hosting universities with the mobility flows.

2.4 Final tables of students and academic staff participating in the mobility (fill in the tables which appear in the financial part of the final report).

GLOBAL OVERVIEW OF MOBILITY FLOWS

Number of persons benefiting from mobility			
Mobility type	Target group I	Target group II	Target group III
Undergraduate		Not applicable	
Master			
Doctorate			
Post-doctorate			
Academic Staff		Not applicable	Not applicable
TOTAL NUMBER			

1. If the number provided in this table is different from the number presented in the application form, please provide detailed reasons.
2. Please do also provide detailed explanation if the duration of the mobility has been shorter for some candidates than initially foreseen in the application form.

GLOBAL OVERVIEW OF DIPLOMA SUPPLEMENT, GRADUATE DIPLOMA, MASTER DIPLOMA, DOCTORATE DIPLOMA AND DIPLOMA SUPPLEMENTS GRANTED IN THE FRAMEWORK OF THE ERASMUS MUNDUS EXTERNAL COOPERATION WINDOW

TYPES	Number of students
Graduate Diploma	
Master Diploma	
Doctorate Diploma	
TOTAL	

3. Overall partnership's appreciation of the benefits resulting from the participation in this action

B) FINAL REPORT: FINANCIAL PART

1. Please provide a detailed overview of the costs that the partnership has covered with the lump sum (for example: travel, per diem for staff travelling, staff costs, linguistic support to students, publications, information meetings for the visibility strategy, internet web sites, cost of scientific committee for selection, administrative costs, etc).

2. Please fill in the corresponding excel tables included in the "financial model for progress & final report" (see Annex VI).

A. Total amount of pre-financing payments received

B. Cost of the action

- 1. Organisation of the mobility
- 2. Subsistence allowances
- 3. Travel costs
- 4. Tuition fees
- 5. Insurance

TOTAL

C. Interests yielded by the pre-financing payments

Final financial balance (A-B+C)

Note: In the event of a negative balance, the relevant amount will be recovered by the Agency

C) FINAL REPORT: DECLARATION

I, the undersigned, hereby declare that the information contained in the financial part of the Final Report is complete, accurate, honest and in accordance with the facts and the applicable agreements. I certify that the action has been carried out in accordance with the financial provisions of the framework agreement and the specific agreement.

In particular the financial data provided in this Final Report corresponds to the expenditure incurred by the partnership to carry out the project. This information has been checked and approved by all partners involved and is substantiated by documentation which may be checked.

Name and position:

Date:

Signature:

SPECIFIC GRANT AGREEMENT NUMBER - «M_0NUMDEM»-«PROG_COD»-ECW

Annex V

Administrative and Financial Handbook

Separate word document

Annex VI

Financial model for progress and final reports

Separate excel document with detailed sheets for:

0° Instructions on how to fill the reports

Main list for

1° Undergraduates details

2° Masters details

3° Doctorates details

4° Post-doctorates details

5° Academic Staff details

Reserve list for

6a) Undergraduates details

6b) Masters details

6c) Doctorates details

6d) Post-doctorates details

6e) Academic Staff details