GRANT AGREEMENT
TEMPUS PROGRAMME

INDIVIDUAL MOBILITY GRANT
IMG-«dossier_name»-2006

A.1 The action: «objective»

To perform at:
- ………………………………(…)  
- «host_university_2», «host_country_2»  
- «host_university_3», «host_country_3»

A.2. Beneficiary's name and address:
- «»
- «»
- «»
- «»
- «»
- «»

A.3. Maximum grant amount: € calculated on the basis of the following standard amounts:
- € of travel costs
- € of subsistence costs

A.4. Duration: «» days, including days of journey
Eligibility period: 15/05/2007 – 15/02/2008

We, the undersigned, declare that we have read and accepted the terms and conditions of this grant agreement as described hereafter, including Annexes I to III.

SIGNATURES

The beneficiary, [ surname / forename / function ]

For the Commission
Ms Angeliki Verli
Head of Unit

Done at Brussels, «date of signature»

In duplicate, in English
The European Community (‘the Community’), represented by the Commission of the European Communities (‘the Commission’), which for the purposes of signature of this agreement is represented by Ms Angeliki Verli, Head of Unit ‘Tempus – Erasmus Mundus’, Directorate General for Education and Culture, of the one part,

And

‘the beneficiary’, as defined in Point A.2, of the second part,

Having regard to Council Decision (1999/311/EC) of 29 April 1999 adopting the third phase of the trans-European co-operation scheme for higher education (Tempus III) (2000-2006), in particular to its Article 7(1)

HAVE AGREED

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

Annex I Standard amounts
Annex II Implementation report
Annex III Financial Identification (‘Third Party Fiche’)

which form an integral part of this agreement (‘the agreement’).

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

I – SPECIAL CONDITIONS

ARTICLE I.1 – PURPOSE OF THE GRANT

I.1.1 The Commission has decided to award a grant, under the terms and conditions set out in the Special Conditions, the General Conditions and the Annexes to the agreement, which the beneficiary hereby declares that he has taken note of and accepts, for the action identified in point A.1. (‘the action’).

I.1.2 The beneficiary accepts the grant and undertakes to do everything in his power to carry out the action, acting on his own responsibility.

ARTICLE I.2 – DURATION

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

I.2.2 The duration of the action is defined in point A.4.

ARTICLE I.3 – FINANCING THE ACTION

I.3.1 Not applicable.
I.3.2 Not applicable.
I.3.3 The Commission shall provide a grant to the beneficiary for the purposes of the action, calculated based on the standard amounts defined in Annex I according to the following formula:

- travel expenses: for the return journey between the country of origin and the destination country;
- subsistence allowance: per week for a maximum period of eight weeks.

The total estimated amount of the grant is defined in point A.3.

I.3.4 The grant may in no case exceed the maximum amount as defined in point A.3.

The final grant shall be determined in accordance with the provisions of Article II.17, without prejudice to Article II.19.
I.3.5 Not applicable.

ARTICLE I.4 – PAYMENT ARRANGEMENTS

I.4.1 Pre-financing:

Within 45 days of the date when the last of the two parties to the agreement signs the agreement, a pre-financing payment, representing 100% of the amount specified in Point A.3, shall be made to the beneficiary.

I.4.2 Financial closure of the dossier:

The request for financial closure of the dossier shall be accompanied by the final implementation documents specified in Article I.10.1.

The Commission shall have a maximum of 45 days to approve or reject the final implementation documents or to request additional supporting documents or information under the procedure laid down in Article I.10.1. In that case the beneficiary shall have 30 days to submit the additional information or a new report.

Following approval by the Commission of the final implementation documents accompanying the request for financial closure of the dossier, the Commission shall determine the amount of the final grant in accordance with Article II.17. Bearing in mind that 100% has been applied for pre-financing, where this amount exceeds the amount of the final grant, the Commission shall issue an order for recovery of the surplus amount in accordance with Article II.18.

ARTICLE I.5 – SUBMISSION OF REPORT AND OTHER DOCUMENTS

The provisions relating to the submission of the implementation report and other supporting documents are contained in Annex II.

The implementation report and other supporting documents – all drawn up in the language of the agreement – must be submitted no later than one month after the end of the action.

ARTICLE I.6 – BANK ACCOUNT

Payments shall be made to the beneficiary’s bank account or sub-account, as indicated in Annex III.

ARTICLE I.7 – GENERAL ADMINISTRATIVE PROVISIONS

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

For the Commission:

Ms Angeliki Verli
Head of Unit
European Commission
Directorate General Education and Culture
Tempus – Erasmus Mundus
Office MADO – 15/43
B-1049 Brussels (Belgium)

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

Within the framework of the implementation of the present agreement, the Commission shall be assisted by the European Training Foundation for technical and administrative aspects. The beneficiary undertakes to provide the European Training Foundation with relevant information necessary for the proper execution of the administrative and technical tasks that may be entrusted to it by the Commission within the framework of the implementation of the present agreement.

For the beneficiary:

As indicated in Point A.2.

ARTICLE I.8 – LAW APPLICABLE AND COMPETENT COURT

This grant is governed by the terms of the agreement, the Community rules applicable and, at a subsidiary level, by the law of Belgium relating to grants.

The beneficiary may appeal against decisions by the Commission concerning the application of the provisions of the agreement and the arrangements for implementing it before the
Pecuniary actions by the Commission shall be brought, at its discretion, before the competent court of the place where either the head office or the main offices of the beneficiary are located, without prejudice to the Commission’s right to adopt an enforceable decision formally establishing an amount as receivable, pursuant to Article 256 of the Treaty establishing the European Community, if the State where the beneficiary’s head office or main offices are located should recognise such decisions as enforceable.

**ARTICLE I.9 – DATA PROTECTION**

All personal data contained in the agreement shall be processed in accordance with Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Such data shall be processed solely in connection with the implementation and monitoring of the agreement by the European Data Protection Supervisor, without prejudice to the possibility of passing the data to the bodies responsible for inspection and audit in accordance with Community legislation.

Beneficiaries may, on written request, gain access to their personal data and correct any information that is inaccurate or incomplete. Beneficiaries may lodge an appeal against the processing of their personal data with the European Data Protection Supervisor at any time.

**ARTICLE I.10 – SPECIAL CONDITIONS**

I.10.1 Financial closure of the dossier

By way of derogation from Article II.15.4, the following is applicable:

The final financial transaction, which may not be repeated, shall be performed after the end of the action based on the actual performance on the action. It may take the form of a payment order or recovery order, where the total amount of previous payments exceeds the amount of the final grant determined according to Article II.17.

By the appropriate deadline indicated in Article I.5, the beneficiary shall submit a request for financial closure of the dossier accompanied by the following documents:
- final report on implementation of the action;
- certificate from the host institution containing qualitative and quantitative information determining and justifying the funding requested in the form of grants according to Article I.3.3;

The documents accompanying the request for financial closure must be drawn up in accordance with the relevant provisions in Article I.5 and the annexes. The beneficiary shall certify that the information contained in the closure request is complete, reliable and genuine; in particular he shall certify that his closure request is substantiated by supporting documents which may be checked.

On receipt of these documents, the Commission shall have the period specified in Article I.4 in order to:
- approve the final report on implementation of the action;
- ask the beneficiary for supporting documents or any additional information it deems necessary to allow the approval of the report;
- reject the report and ask for the submission of a new report.

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

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

If additional information is requested, the time limit for scrutiny shall be extended by the time it takes to obtain this information.
Where a report is rejected and a new report requested, the approval procedure described in this article shall apply.

In the event of renewed rejection, the Commission reserves the right to terminate the agreement by invoking paragraph 2b) of Article II.11.

I.10.2 Article II.16.4 is not applicable.

I.10.3 By way of derogation from Article II.17.3, second paragraph, the following is applicable:

The grant provided by the Commission shall at all events be limited to the global ceiling indicated to this end in Article I.3. If conditions or justifications specific to the provision of this grant, as provided for in the Special Conditions of the agreement, are not met or only partially met by the end of the action, the Commission shall cancel or reduce its contribution in accordance with the actual extent to which said specific conditions or justifications are performed.

I.10.4 Article II.17.4 is not applicable.

II – GENERAL CONDITIONS

PART A: LEGAL AND ADMINISTRATIVE PROVISIONS

ARTICLE II.1 – LIABILITY

II.1.1 The beneficiary shall have sole responsibility for complying with any legal obligations incumbent on him.

II.1.2 The Commission shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to any damage caused during the action’s execution. Consequently, the Commission will not entertain any request for indemnity or reimbursement accompanying any such claim.

II.1.3 Except in cases of force majeure, the beneficiary shall make good any damage sustained by the Commission as a result of the execution or faulty execution of the action.

II.1.4 The beneficiary shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the action is being carried out.

ARTICLE II.2 – CONFLICT OF INTERESTS

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

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

ARTICLE II.3 - OWNERSHIP/USE OF THE RESULTS

II.3.1 Unless stipulated otherwise in this agreement, ownership of the results of the action, including industrial and intellectual property rights, and of the reports and other documents relating to it shall be vested in the beneficiary.

II.3.2 Without prejudice to paragraph 1, the beneficiary grants the Commission the right to make free use of the results of the action as it deems fit, provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights.

ARTICLE II.4 – CONFIDENTIALITY

The Commission and the beneficiary undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the action.
ARTICLE II.5 – PUBLICITY

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

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

II.5.2 The beneficiary authorises the Commission to publish the following information in any form and medium, including via the Internet:
- the beneficiary’s name and the address,
- the subject and purpose of the grant,
- the amount granted and the proportion of the action’s total cost covered by the funding.

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

ARTICLE II.6 – EVALUATION

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

ARTICLE II.7 – SUSPENSION

II.7.1 The beneficiary may suspend implementation of the action if exceptional circumstances make this impossible or excessively difficult, notably in the event of force majeure. He shall inform the Commission without delay, giving all the necessary reasons and details and the foreseeable date of resumption.

II.7.2 If the Commission does not terminate the agreement under Article II.11.2, the beneficiary shall resume implementation once circumstances allow and shall inform the Commission accordingly. The duration of the action shall be extended by a period equivalent to the length of the suspension. In accordance with Article II.13, a supplementary written agreement shall be concluded to extend the duration of the action and to make any amendments that may be necessary to adapt the action to the new implementing conditions.

ARTICLE II.8 – FORCE MAJEURE

II.8.1 Force majeure shall mean any unforeseeable exceptional situation or event beyond the parties’ control which prevents either of them from fulfilling any of their obligations under the agreement, was not attributable to error or negligence on their part, and proves insurmountable in spite of all due diligence. Defects in equipment or material or delays in making them available (unless due to force majeure), labour disputes, strikes or financial difficulties cannot be invoked as force majeure by the defaulting party.

II.8.2 A party faced with force majeure shall inform the other party without delay by registered letter with advice of delivery or equivalent, stating the nature, probable duration and foreseeable effects.

II.8.3 Neither of the parties shall be held in breach of their obligations under the agreement if they are prevented from fulfilling them by force majeure. The parties shall make every effort to minimise any damage due to force majeure.

II.8.4 The action may be suspended in accordance with Article II.7.

ARTICLE II.9 – AWARD OF CONTRACTS

II.9.1 If the beneficiary has to conclude contracts in order to carry out the action and they constitute costs of the action under an item of eligible direct costs in the estimated budget, he shall seek competitive tenders from potential contractors and award the contract to the bid offering best value for money; in doing so he shall observe the principles of transparency and equal treatment of potential contractors and shall take care to avoid any conflict of interests.
II.9.2 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 Annex I and the corresponding estimated costs must be set out in detail in the budget in Annex I;

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

e) the beneficiary shall retain sole responsibility for carrying out the action and for compliance with the provisions of the agreement. The beneficiary must undertake to make the necessary arrangements to ensure that the winner of the contract waives all rights in respect of the Commission under the agreement;

f) the beneficiary must undertake to ensure that the conditions applicable to him under Articles II.1, II.2, II.3, II.4, II.5, II.6, II.10 and II.19 of the agreement are also applicable to the winner of the contract.

ARTICLE II.10 - ASSIGNMENT

Claims against the Commission may not be transferred.

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

In no circumstances shall such an assignment release the beneficiary from his obligations to the Commission.

ARTICLE II.11 – TERMINATION OF THE AGREEMENT

II.11.1 Termination by the beneficiary

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

II.11.2 Termination by the Commission

The Commission may decide to terminate the agreement, without any indemnity on its part, in the following circumstances:

a) in the event of a legal, financial, technical or organisational change in the beneficiary's situation that is liable to affect the agreement substantially or to call into question the decision to award the grant;

b) if the beneficiary fails to fulfil a substantial obligation incumbent on him under the terms of the agreement, including its annexes;

c) in the event of force majeure, notified in accordance with Article II.8, or if the action is suspended owing to exceptional circumstances, notified in accordance with Article II.7;

d) if the beneficiary is declared bankrupt, is being wound up or is the subject of any other similar proceedings;

e) if the beneficiary is found guilty of an offence involving his professional conduct by a judgment having the force of res judicata or if he is guilty of grave professional misconduct proven by any justified means;

f) if the beneficiary is guilty of misrepresentation or submits reports inconsistent with reality to obtain the grant provided for in the agreement;

g) if the beneficiary has intentionally or by negligence committed a substantial irregularity in performing the agreement or in the event of fraud, corruption or any other illegal activity on the part of the beneficiary to the
II.11.3 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 shall have 30 days to submit his observations and take any measures necessary to ensure continued fulfilment of his obligations under the agreement. If the Commission fails to confirm acceptance of these observations by giving written approval within 30 days of receiving them, the procedure shall continue to run.

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

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

II.11.4 Effects of termination

In the event of termination, payments by the Commission shall be limited to the eligible costs actually incurred by the beneficiary up to the date when termination takes effect in accordance with the provisions of Article II.17. Costs relating to current commitments that are not due to be executed until after termination shall not be taken into account. The beneficiary shall have 60 days from the date when termination takes effect, as notified by the Commission, to produce a request for final payment in accordance with Article II.15.4. If no request for final payment is received within this time limit, the Commission shall not reimburse the expenditure incurred by the beneficiary up to the date of termination and it shall recover any amount if its use is not substantiated by the technical and financial implementation reports approved by the Commission.

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

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

ARTICLE II.12 – 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 obligations under the agreement shall be liable to financial penalties of between 2% and 10% of the value of the grant in question, with due regard for the principle of proportionality. This rate may be increased to between 4% and 20% in the event of a repeated breach in the five years following the first. The beneficiary shall be notified in writing of any decision by the Commission to apply such financial penalties.

ARTICLE II.13 - SUPPLEMENTARY AGREEMENTS

II.13.1 Any amendment to the conditions of the grant must be the subject of a written
supplementary agreement. No oral agreement may bind the parties to this effect.

II.13.2 The supplementary agreement may not have the purpose or the effect of making changes to the agreement which might call into question the decision awarding the grant or result in unequal treatment of applicants.

II.13.3 If the amendment is requested by the beneficiary, he must send it to the Commission in good time before it is due to take effect and at all events one month before the closing date of the action, except in cases duly substantiated by the beneficiary and accepted by the Commission.

PART B - FINANCIAL PROVISIONS

ARTICLE II.14 – ELIGIBLE COSTS

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

- they must be connected with the subject of the agreement and they must be provided for in the estimated budget annexed to it;
- they must be necessary for performance of the action covered by the agreement;
- they must be reasonable and justified and they must accord with the principles of sound financial management, in particular in terms of value for money and cost-effectiveness;
- they must be generated during the lifetime of the action as specified in Article I.2 of the agreement;
- they must be actually incurred by the beneficiary, be recorded in his 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 covering of eligible costs by a Community grant may take the following forms, depending on the categories of costs and provisions laid down to this end in the special conditions of the agreement:

- reimbursement of a certain percentage of the eligible costs actually incurred;
- lump sums;
- funding by application of scales of unit costs or on a lump sum basis.

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

II.14.2 Direct eligible costs of the action are costs which, in compliance with the eligibility conditions defined under Article II.14.1, can be identified as being costs which are specific to the action directly related to its implementation and which can be directly allocated. In particular, the following direct costs are eligible provided they satisfy the criteria set out in the previous paragraph:

- the cost of staff allocated to the action, comprising actual salaries plus social security charges and other statutory costs included in the remuneration, provided that this does not exceed the average rates corresponding to the beneficiary's usual policy on remuneration;
- travel and subsistence allowances for staff participating in the action, provided they are in line with the beneficiary’s usual practices on travel costs or do not exceed the scales approved annually by the Commission;
- the purchase cost of equipment (new or second-hand), provided that it is written off in accordance with the tax and accounting rules applicable to the beneficiary and generally accepted for items of the same kind. Only the portion of the equipment’s depreciation corresponding to the duration of the action and to the extent that it was actually used for the purposes of the action may be taken into account by the Commission, except where the nature and/or the context of use justifies different treatment by the Commission;
- costs of consumables and supplies, provided that they are identifiable and used for the action;
- costs entailed by other contracts awarded by the beneficiary for the purposes of implementing the action, provided that the conditions laid down in Article II.9 are met;
II.14.3 Indirect eligible costs of the action are costs which, in compliance with the eligibility conditions defined under Article II.14.1, cannot be identified as being costs which are specific to the action directly related to its performance and which can be directly allocated, but which nonetheless are incurred in relation to the direct eligible costs of the action. They may not include any direct eligible cost.

Indirect costs incurred in the implementation of the action which are eligible for Community funding are either costs actually incurred, provided they can be identified and supported by the beneficiary’s accounting system, or a lump sum fixed at a maximum of 7% of the total amount of the direct eligible costs. In the latter case, the corresponding costs do not have to be supported by accounting documents.

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

- return on capital;
- debt and debt service charges;
- provisions for losses or potential future liabilities;
- other interest owed;
- doubtful debts;
- exchange losses;
- VAT, except where the beneficiary proves that he cannot recover it;
- costs declared by the beneficiary in connection with another action or work programme receiving a Community grant;
- excessive or reckless expenditure.

II.14.5 Contributions in kind shall not constitute eligible costs. However, the Commission can accept, in duly substantiated exceptional cases, that the cofinancing of the action referred to in Article I.3 should be made up entirely or in part of contributions in kind. In this case, the value calculated for such contributions must not exceed:

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

Contributions involving buildings shall not be covered by this possibility.

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

II.14.6 By way of derogation from paragraph 3, indirect costs are not eligible in the case of a grant for the action given to a beneficiary who has already received during the period under consideration, an operating grant from the Commission.

ARTICLE II.15 – REQUESTS FOR PAYMENT

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

II.15.1 Pre-financing

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

Where required by the provisions of Article I.4 on pre-financing, the beneficiary shall furnish a financial guarantee from a bank or an approved financial institution established in one of the Member States of the European Union.

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

II.15.2 Further pre-financing payments

Where pre-financing is divided into several instalments, the beneficiary may request a further pre-financing payment once he has used up the percentage of the previous payment specified in the provisions of Article I.4 on further pre-financing. The request shall be accompanied by the following documents:
- a detailed statement of the eligible costs actually incurred;
- where required by the abovementioned provisions of Article I.4, a financial guarantee in accordance with paragraph 1;
- where required by the abovementioned provisions of Article I.4, an external audit report on the accounts of the action. The external audit shall be carried out by an independent body or expert officially authorised to carry out audits of accounts;
- any other documents in support of his request that may be required by the Special Conditions in support of the request for further pre-financing payments.

The documents accompanying the request for payment shall be drawn up in accordance with the relevant provisions in Article I.5 and the annexes. The beneficiary shall certify that the information contained in his request for payment is complete, reliable and genuine; in particular he shall certify that the costs incurred can be considered as eligible in accordance with the terms of the agreement, and that his request for payment is substantiated by supporting documents which may be checked.

II.15.3 Interim payments

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

By the appropriate deadline indicated in Article I.5, the beneficiary shall submit a request for interim payment accompanied by the following documents:
- an interim report on implementation of the action;
- an interim financial statement of the eligible costs actually incurred, following the structure of the estimated budget, to justify funding requested expressed as a percentage of the eligible costs incurred;
- qualitative and quantitative information to determine and justify funding requested in the form of lump sum contributions or by application of scales of unit costs based on the actual implementation of the action, if applicable according to Article I.3.3;
- where required by the provisions of Article I.4 on interim payment, an external audit report on the accounts of the action. The external audit shall be carried out by an independent body or expert officially authorised to carry out audits of accounts. The purpose of the audit is to certify that the financial documents submitted to the Commission by the beneficiary comply with the financial provisions of the agreement, that the costs declared are the actual costs, and that all receipts have been declared.

The documents accompanying the request for payment shall be drawn up in accordance with the relevant provisions in Article I.5 and the annexes. The beneficiary shall certify that the information contained in his request for payment is complete, reliable and genuine; in particular he shall certify that the costs incurred can be considered as eligible in accordance with the terms of the agreement, and that his request for payment is substantiated by supporting documents which may be checked.

On receipt of these documents, the Commission shall have the period specified in Article I.4 in order to:
- approve the interim report on implementation of the action;
- ask the beneficiary for supporting documents or any additional information it deems necessary to allow the approval of the report;
- reject the report and ask for the submission of a new report.

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

Requests for additional information or a new report shall be notified to the beneficiary in writing. The beneficiary shall have the period laid down in Article I.4 to submit the information or new documents requested.
If additional information is requested, the time limit for scrutiny shall be extended by the time it takes to obtain this information.

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

In the event of renewed rejection, the Commission reserves the right to terminate the agreement by invoking paragraph 2b) of Article II.11.

II.15.4 Payment of the balance

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

By the appropriate deadline indicated in Article I.5, the beneficiary shall submit a request for payment of the balance accompanied by the following documents:
- a final report on implementation of the action;
- a final financial statement of the eligible costs actually incurred, following the structure of the estimated budget, to justify funding requested expressed as a percentage of the eligible costs incurred;
- qualitative and quantitative information to determine and justify funding requested in the form of lump sum contributions or by application of scales of unit costs based on the actual implementation of the action, if applicable according to Article I.3.3;
- a full summary statement of the actual receipts and expenditure involved in the action;
- where required by the provisions of Article I.4 on payment of the balance, an external audit report on the accounts of the action. The external audit shall be carried out by an independent body or expert officially authorised to carry out audits of accounts. The purpose of the audit is to certify that the financial documents submitted to the Commission by the beneficiary comply with the financial provisions of the agreement, that the costs declared are the actual costs, and that all receipts have been declared.

The documents accompanying the request for payment must be drawn up in accordance with the relevant provisions in Article I.5 and the annexes. The beneficiary shall certify that the information contained in his request for payment is complete, reliable and genuine; in particular he shall certify that the costs incurred can be considered as eligible in accordance with the terms of the agreement, and that his request for payment is substantiated by supporting documents which may be checked.

On receipt of these documents, the Commission shall have the period specified in Article I.4 in order to:
- approve the final report on implementation of the action;
- ask the beneficiary for supporting documents or any additional information it deems necessary to allow the approval of the report;
- reject the report and ask for the submission of a new report.

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

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

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

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

In the event of renewed rejection, the Commission reserves the right to terminate the agreement by invoking paragraph 2b) of Article II.11.
ARTICLE II.16 – GENERAL PROVISIONS ON PAYMENTS

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

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

II.16.2 The Commission may suspend the period for payment laid down in Article I.4 at any time by notifying the beneficiary that his request for payment is not admissible, either because it does not comply with the provisions of the agreement, or because the appropriate supporting documents have not been produced, or because there is a suspicion that some of the expenses in the request for payment are not eligible and additional checks are being conducted.

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

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

II.16.3 On expiry of the period for payment specified in Article I.4, and without prejudice to paragraph 2 of this Article, the 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. 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 of the action for the purposes of determining the final grant within the meaning of Article II.17.4. The suspension of payment by the Commission may not be considered as late payment.

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

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

ARTICLE II.17 - DETERMINING THE FINAL GRANT

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

II.17.2 The total amount paid to the beneficiary by the Commission may not in any circumstances exceed the maximum amount of the grant laid down in Article I.3.4, even if the total actual costs eligible exceed the estimated total eligible costs specified in Article I.3.3.

II.17.3 For eligible costs funded on the basis of a certain percentage of reimbursement, in the case where the actual eligible costs at the end of the action are lower than the estimated total eligible costs, the Commission’s contribution to these costs shall be limited to the amount obtained by applying the Community grant percentage specified in Article I.3 to the actual eligible costs approved by the Commission. For eligible costs funded on the basis of scales of unit costs, the Commission’s contribution to these costs shall be determined by applying the relevant formulas taking into account the actual implementation of the action.

The Commission’s contribution to the eligible costs covered by lump sum funding or on the basis of scales of unit costs shall at all events be limited to the global ceiling indicated to this effect in Article I.3. If conditions or justifications specific to the provision of this contribution, as provided for in the Special Conditions of the agreement, are not met or only partially met by the end of the action, the Commission shall cancel or reduce its contribution in accordance with the actual extent to which said specific conditions or justifications are performed.

II.17.4 The beneficiary hereby agrees that the grant shall be limited to the amount necessary to balance the receipts and expenditure of the action and that it may not in any circumstances produce a profit for him. Profit shall mean any surplus of the total actual receipts of the action over the total actual costs of the action. The actual costs to be taken into account shall be those which have been established, generated or confirmed on the date on which the request for payment of the balance is drawn up by the beneficiary for financing other than the Community grant, to which shall be added the amount of the grant determined by applying the principles laid down in paragraphs 2 and 3 of this article. For the purposes of this article, only the actual costs of the action falling within the categories of costs set out in the estimated budget referred to in Article I.3.1 and contained in Annex I shall be taken into account; non-eligible costs shall always be covered by non-Community resources.

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

II.17.5 Without prejudice to the right to terminate the agreement under Article II.11, and without prejudice to the right of the Commission to apply the penalties referred to in Article II.12, if the action is not implemented or is implemented poorly, partially or late, the Commission may reduce the grant initially provided for in line with the actual implementation of the action on the terms laid down in this agreement.

II.17.6 On the basis of the amount of the final payment determined in this way and of the aggregate amount of the payments already made under the terms of the agreement, the Commission shall set the amount of the payment of the balance as being the amount still owing to the beneficiary. Where the aggregate amount of the payments already made exceeds the amount of the final grant, the Commission shall issue a recovery order for the surplus.

ARTICLE II.18 - RECOVERY

II.18.1 If any amount is unduly paid to the beneficiary or if recovery is justified under the terms of the agreement, the beneficiary undertakes to repay the Commission the sum in question on whatever terms and by whatever date it may specify.

II.18.2 If the beneficiary fails to pay by the date set by the Commission, the sum due shall bear interest at the rate indicated in Article II.16.3. Interest on late payment shall cover the period between the date set for payment, exclusive, and the date when the Commission receives full payment of the amount owed, inclusive. This provision shall not apply to recipients of a grant which are public authorities of the Member States of the European Union.

Any partial payment shall first be entered against charges and interest on late payment and then against the principal.
II.18.3 Sums owed to the Commission may be recovered by offsetting them against any sums owed to the beneficiary, after informing him accordingly by registered letter with advice of delivery or equivalent, or by calling in the financial guarantee provided in accordance with Article II.15.1. The beneficiary’s prior consent shall not be required.

II.18.4 Bank charges occasioned by the recovery of the sums owed to the Commission shall be borne solely by the beneficiary.

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

ARTICLE II.19– CHECKS AND AUDITS

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

II.19.2 The beneficiary shall keep at the Commission’s disposal all original documents, especially accounting and tax records, or, in exceptional and duly justified cases, certified copies of original documents relating to the agreement, on any appropriate medium which ensures their integrity in accordance with the national legislation applicable, for a period of five years from the date of payment of the balance specified in Article I.4.

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

II.19.4 The beneficiary undertakes to allow Commission staff and outside persons authorised by the Commission the appropriate right of access to the sites and premises where the action is implemented and to all the information, including information in electronic format, needed in order to conduct such audits.

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

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

### Standard Amounts

#### Standard travel expenses – Tempus Individual Mobility Grant

<table>
<thead>
<tr>
<th>Country</th>
<th>Standard travel expenses (in euro)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kosovo</td>
<td>500</td>
</tr>
<tr>
<td>Albania</td>
<td>500</td>
</tr>
<tr>
<td>Bosnia Herzegovina</td>
<td>500</td>
</tr>
<tr>
<td>Serbia and Montenegro</td>
<td>500</td>
</tr>
<tr>
<td>Croatia</td>
<td>500</td>
</tr>
<tr>
<td>Former Yugoslav Republic of Macedonia</td>
<td>600</td>
</tr>
<tr>
<td><strong>CARDS</strong></td>
<td></td>
</tr>
<tr>
<td>Country</td>
<td>Standard travel expenses (in euro)</td>
</tr>
<tr>
<td>Algeria</td>
<td>650</td>
</tr>
<tr>
<td>Egypt</td>
<td>800</td>
</tr>
<tr>
<td>Jordan</td>
<td>1 300</td>
</tr>
<tr>
<td>Lebanon</td>
<td>850</td>
</tr>
<tr>
<td>Morocco</td>
<td>750</td>
</tr>
<tr>
<td>Palestinian Authority</td>
<td>1 250</td>
</tr>
<tr>
<td>Syria</td>
<td>1 200</td>
</tr>
<tr>
<td>Tunisia</td>
<td>600</td>
</tr>
<tr>
<td><strong>MEDA</strong></td>
<td></td>
</tr>
<tr>
<td>Country</td>
<td>Standard travel expenses (in euro)</td>
</tr>
<tr>
<td>Armenia</td>
<td>700</td>
</tr>
<tr>
<td>Azerbaijan</td>
<td>650</td>
</tr>
<tr>
<td>Belarus</td>
<td>650</td>
</tr>
<tr>
<td>Georgia</td>
<td>800</td>
</tr>
<tr>
<td>Kyrgyzstan</td>
<td>1 000</td>
</tr>
<tr>
<td>Kazakhstan</td>
<td>950</td>
</tr>
<tr>
<td>Moldova</td>
<td>750</td>
</tr>
<tr>
<td>Russian Federation</td>
<td>850</td>
</tr>
<tr>
<td>Tajikistan</td>
<td>1 100</td>
</tr>
<tr>
<td>Turkmenistan</td>
<td>700</td>
</tr>
<tr>
<td>Ukraine</td>
<td>750</td>
</tr>
<tr>
<td>Uzbekistan</td>
<td>950</td>
</tr>
<tr>
<td><strong>TACIS</strong></td>
<td></td>
</tr>
</tbody>
</table>

#### SUBSISTENCE ALLOWANCE (in euro)

<table>
<thead>
<tr>
<th>Duration</th>
<th>Amount (in euro)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 week (between 5 -10 days)</td>
<td>840</td>
</tr>
<tr>
<td>2 weeks (between 11 - 17 days)</td>
<td>1 680</td>
</tr>
<tr>
<td>3 weeks (between 18 - 24 days)</td>
<td>2 520</td>
</tr>
<tr>
<td>4 weeks (between 25 - 31 days)</td>
<td>3 360</td>
</tr>
<tr>
<td>5 weeks (between 32 - 38 days)</td>
<td>4 200</td>
</tr>
<tr>
<td>6 weeks (between 39 - 45 days)</td>
<td>5 040</td>
</tr>
<tr>
<td>7 weeks (between 46 - 52 days)</td>
<td>5 880</td>
</tr>
<tr>
<td>8 weeks (between 53 - 56 days)</td>
<td>6 720</td>
</tr>
</tbody>
</table>

Days of travel are included in the duration of the activity.
ANNEX II

Implementation report

The Implementation Report must be submitted using the online report form available on the Tempus website: http://ec.europa.eu/tempus

The Implementation Report shall be accompanied by a declaration, which shall serve as a request for financial closure of the dossier, signed by the beneficiary with the following text:

‘I the undersigned, ..., declare that I have [completed/partially completed/been unable to complete] the action for which I received a grant in the sum of EUR<>.

[As proof of the [completion/partial completion]2 of the action during the period agreed, I attach to my implementation report a certificate issued by the host institution or the organisation responsible for the event/conference confirming that the visit did indeed take place. I accept that the Commission may request the reimbursement of sums paid in the event of partial completion or non-completion of the action, based on the amounts defined in Annex I to the grant agreement.’3

The certificate issued by the host institution or the organisation responsible for the event/conference must contain the following information:
- The number of the individual mobility grant
- The name of the beneficiary
- The dates of arrival and departure of the beneficiary

This document must be typed on official headed paper and must be signed by a contact person from the host institution or organisation responsible for the event/conference.

The original of the beneficiary’s declaration and the certificate from the host institution must be sent to the European Commission. The electronic version of the two documents must be attached to the online report.

1 as per completion of the action

2 as per the extent of completion of the action

3 only if partially completed
ANNEX III

Financial Identification

[The financial identification sheet (‘Third Party Fiche’) validated in SINCOM, is attached hereafter.]