



European Centre for Disease Prevention and Control

Scientific Advice Unit

**ECDC BIORISK EXPERT GROUP - TO IMPROVE KNOWLEDGE,
INFORMATION, COORDINATION AND SCIENTIFIC ADVICE IN
THE AREA OF BIORISKS**

**FRAMEWORK PARTNERSHIP AGREEMENT
GRANT/2009/008**

The **European Centre for Disease Prevention and Control** (hereinafter referred to as “**ECDC**”), which is represented for the purposes of signature of this agreement by Zsuzsanna Jakab, Director, and Johan Giesecke, Head of Scientific Advice Unit, Chief Scientist,

of the **one part**,

and

..., established in ..., represented by ..., his/her authorized representative, the *partner* acting as *coordinator* of the *consortium*, (the “*coordinator*”) and the other *partners* identified in Article I.1.3 below,

of the **other part**

HAVE AGREED

to the **Preamble**, the **Special Conditions**, the **General Conditions** and **Annexes**, which form the current Framework Partnership Agreement (“the framework agreement”).

The **Preamble** presents the context of the partnership on the **ECDC BIORISK EXPERT GROUP - TO IMPROVE KNOWLEDGE, INFORMATION, COORDINATION AND SCIENTIFIC ADVICE IN THE AREA OF BIORISKS**.

The **Special Conditions** and the **General Conditions** define the scope and the duration of the framework agreement as well as the functioning of the partnership.

The following documents are annexed to the framework agreement:

- Annex I** - Actions planned under the partnership
- Annex II** - Model specific grant agreement
- Annex III** - Form B and Declaration of honor
- Annex IV** - Estimated budget forms
- Annex V** - Call for proposals
- Annex IV** - Rules on Eligibility of Costs

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 agreement. The terms of the General Conditions shall take precedence over those in the Annexes.

Through his signature, the coordinator accepts the terms of the framework agreement and their application to any specific grant agreements subsequently concluded between the parties.

PREAMBLE

The European Centre for Disease Prevention and Control (ECDC) was established by the European Parliament and Council Regulation 851/2004 of 21 April 2004 to identify, assess and communicate current and emerging threats to human health from communicable Diseases.

ECDC's mandate is to ensure that Communicable Diseases control within the EU is based upon the best available scientific evidence. With respect to ECDC's current and future work with laboratories in the Member States in the field of public health, a robust "biosafety programme", which includes information and training resources, would be important to ensure the quality of work with ECDC partner laboratories and that the work be performed in a safe environment.

In this specific context, ECDC has selected a consortium of partners to build on ECDC liaison work with EU-funded projects and key stakeholders, including the Commission, European Biosafety Association (EBSA), MS and WHO, in the area of Biorisks. The aim of this project is to establish and coordinate an ECDC core group of biorisk experts. This core group of experts shall engage with the biorisk community at large and provide specific requested expert technical advice and strategic input to support ECDC in the tasks of scientific advice and training on biorisk issues in an EU context.

The Centre and the consortium share common objectives in the above mentioned domain which are laid down in Annex I and justify the setting up of a partnership.

I – SPECIAL CONDITIONS

ARTICLE I.1 – SUBJECT

I.1.1 The framework agreement is concluded as part of an ongoing, formalised relationship of cooperation between the ECDC and the consortium ("the partnership") on the basis of ECDC's objectives and an action plan set out in Annex I, in order to contribute to the objectives of the ECDC referred to in the Preamble.

I.1.2 The purpose of the framework agreement is to define the respective roles and responsibilities of the ECDC and the consortium in implementing their partnership. The specific grant agreements that may be signed under the framework agreement shall relate to grants for the work packages set out in the action plan or specific parts thereof.

I.1.3 The consortium is composed of the partner acting as coordinator and the following legal entities, who shall accede to the contract in accordance with the procedure referred to in Article I.2.1, as partners assuming the rights and obligations established by the agreement with effect from the date on which it enters into force:

- ..., established in ..., represented by ..., or his/her authorised representative ("*partner*"),
- ..., established in ..., represented by ..., or his/her authorised representative ("*partner*"),
- ..., established in ..., represented by ..., or his/her authorised representative ("*partner*"),
- ...

(hereinafter referred to as the "partners")

I.1.4. The consortium shall carry out the work set out in Annex I to this framework agreement in accordance with the conditions set out in this framework agreement.

I.1.5. The partners shall conclude a consortium agreement regarding the internal operation and management of the consortium. The consortium agreement shall include all aspects necessary for the management of the consortium and the implementation of the framework agreement and specific agreements as well as any necessary intellectual property provisions.

ARTICLE I.2 – CONSTITUTION OF THE CONSORTIUM

I.2.1. The coordinator shall ensure that the legal entities identified in Article I.1.3 complete the formalities for them to accede to the contract. At the latest 60 calendar days after the entry into force of the contract, the coordinator shall send to ECDC one of the three duly completed and signed originals of Form A (set out in Annex III), which shall be obtained from each of the partners identified in Article I.1.3. The two remaining

signed originals shall be kept by the coordinator and the partner concerned and be made available for consultation at the request of any other partner.

I.2.2. Should any legal entity identified in Article I.1.3 fail or refuse to accede to the framework agreement within the deadline established in the previous paragraph, the ECDC is no longer bound by its offer to contract with the said legal entities. The ECDC may terminate the framework agreement in accordance with Article II.12, where any legal entity identified in Article I.1.3 does not accede to the framework agreement in accordance with the provisions established by the ECDC.

I.2.3. However, the consortium may propose appropriate solutions to the ECDC to ensure the implementation of the partnership including, where necessary, the accession to the framework agreement of legal entities other than those identified in Article I.1.3 in accordance with the provisions in Article I.3.

I.2.4. In the case of termination, no costs incurred by the consortium under the partnership up to the date of termination of the framework agreement can be approved or accepted as eligible for reimbursement by the ECDC financial contribution. Any pre-financing provided to the consortium and any interest generated by the pre-financing must be returned in full to the ECDC within 30 days of notification of termination.

ARTICLE I.3 – EVOLUTION OF THE CONSORTIUM

I.3.1 The consortium may be enlarged to include other legal entities, which shall accede to the framework agreement by means of Form B (set out in Annex III). The ECDC is deemed to have accepted this legal entity as a partner in the consortium, if it does not object within **six weeks** of receipt of Form B. Any new partner shall comply with any condition required by the Financial Regulation or other formalities that may be required by any other provision of this framework agreement.

I.3.2 Acceding legal entities shall assume the rights and obligations of partners as established by the contract with effect from the date of their accession to the agreement. Partners leaving the consortium shall be bound by the provisions of the agreement regarding the terms and conditions applicable to the termination of their participation.

ARTICLE I.4 – AWARD OF GRANTS

I.4.1 ECDC shall decide on the content of work packages that reflects the annual work programmes of the ECDC.

I.4.2 The ECDC may consult the consortium in order to obtain a proposal for work packages in line with the action plan set out in Annex I. Such consultation shall take place on the basis of an invitation to submit proposals. The ECDC shall to that end stipulate the technical and financial criteria that the work package must satisfy if they are to qualify for an ECDC grant. The consortium or partners shall be free to submit a proposal for work package to the ECDC in response to the consultation carried out. The ECDC shall be free to accept or refuse the proposal submitted by the consortium and

shall give the reasons for its decision.

I.4.3 Where the ECDC decides to accept a proposal for a work package, it shall send the consortium a specific grant agreement ("specific agreement") in accordance with the model in Annex II. The specific agreement is governed by the terms of the framework agreement and must be signed by the authorised representatives of the parties under the same conditions as the framework agreement.

I.4.4 By signing the specific agreement, the consortium undertakes to carry out the work package under his own responsibility on the terms laid down in the specific agreement and the annexes thereto and in compliance with the undertakings entered into under the framework agreement.

I.4.5. Signature of the framework agreement by the parties shall not give rise to any obligation on the ECDC to award a grant.

ARTICLE I.5 – DURATION

I.5.1 The framework agreement shall enter into force on the date when the last of the two parties signs.

I.5.2 It shall be concluded for a period of **2 (two)** years starting from the date of its entry into force.

I.5.3 Specific agreements must be signed before the date when the framework agreement expires. Where the work packages are carried out after the above-mentioned date, the terms of the framework agreement shall continue to apply to the implementation of the corresponding specific agreements.

I.5.4 The framework agreement may be renewed up to **two** times, each time for a period of one year, only before expiry of the framework agreement and with the express written agreement of the parties. Renewal does not imply any modification or deferment of existing obligations.

ARTICLE I.6 – FINANCING THE WORKPACKAGES

I.6.1 Co-financing amounting to not less than 10% of the estimated total eligible cost of a work package shall be required for each work package for which an ECDC grant is awarded.

I.6.2 Prior to concluding a specific agreement, the consortium must submit proof of the amount of co-financing to be provided. The co-financing may be provided either from the partners' own resources or from other sources of external finance.

I.6.3 Contributions involving real estate shall be excluded from the calculation of the amount of co-financing.

I.6.4 The provisions relating to the submission of the reports and other documents relating to the work packages and the arrangements for payment of the grant are set out in the specific agreement.

ARTICLE I.7– OWNERSHIP OF THE RESULTS

I.7.1 Ownership of the outcomes obtained during and from the project implementation (action, work packages), including industrial and intellectual property rights, and of the reports and other documents relating to it shall be vested in the ECDC.

The owner of all the documentation, all data in databases and all the functionalities to use those data and update them and the working of the database will be the ECDC. No publications can be made without agreement of ECDC. ECDC should have co-authorship of any scientific publication and communication produced by the awarded applicant.

I.7.2 Without prejudice to paragraph 1, the ECDC grants the partner the right to make free use subject to prior written consent of ECDC of the results of the project (action) as it deems fit, provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights.

I.7.3 ECDC should be acknowledged / mentioned as provider of funding on all communications meaning the ECDC logo and a disclaimer will be put on all reports, web site, bulletins, etc.

ARTICLE I.8 – GENERAL ADMINISTRATIVE PROVISIONS

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

For ECDC:

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

European Centre for Disease Prevention and Control

Attn: Piero Benazzo

17183 Stockholm

Sweden

(for initiating communication:

Tel.: +46-8-...

Fax: +46-8-...

E-mail: ...)

The technical reports and all other correspondence must be sent to:

European Centre for Disease Prevention and Control

Attn: Amanda Ozin

Scientific Advice Unit
17183 Stockholm
Sweden
(for initiating communication:
Tel.: +46-8-...
Fax: +46-8-...
E-mail: ...)

Ordinary mail shall be considered to have been received by the ECDC on the date on which it is formally registered by the ECDC.

For the consortium:

Name of partner coordinating the consortium
Name of project coordinator
Address
(for initiating communication:
Tel.: +...
Fax: +...
E-mail: ...)

ARTICLE I.9 – LAW APPLICABLE AND COMPETENT COURT

I.8.1 Grants are governed by the terms of the framework agreement and specific agreements, the Community rules applicable and, on a secondary level, by the law of Sweden relating to grants.

I.8.2 The consortium/a partner may bring legal proceedings regarding decisions by the ECDC concerning the application of the provisions of the above-mentioned agreements and the arrangements for implementing it, before the Court of First Instance of the European Communities and, in the event of appeal, the Court of Justice of the European Communities.

ARTICLE I.10 – DATA PROTECTION

All personal data contained in and relating to the framework agreement and specific 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 agreement and specific agreements by the ECDC, without prejudice to the possibility of passing the data to the bodies responsible for inspection and audit in accordance with Community legislation.

Partners may, on written request, gain access to their personal data and correct any information that is inaccurate or incomplete. Partners should address any questions

regarding the processing of their personal data to the ECDC. Partners may lodge a complaint against the processing of their personal data with the European Data Protection Supervisor at any time.

The ECDC may use the personal data of the members of the partnership (i.e., name, functions, address, telephone and fax numbers, E-Mail address) for information and communication purposes.

ARTICLE I.11 – BANKACCOUNT

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

Name of bank: [...]

Address of branch: [...]

Precise denomination of the account holder: [...]

Full account number (including bank codes): [...]

[IBAN account code: [...]]

This account or sub-account must identify the payments made by the ECDC. 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 ECDC as specified in Article II.21 of the framework agreement.

II – GENERAL CONDITIONS

PART A: LEGAL AND ADMINISTRATIVE PROVISIONS

ARTICLE II.1 – PERFORMANCE OBLIGATIONS

1. The consortium shall:

- a) take all necessary and reasonable measures to ensure that the framework agreement and the specific agreements are carried out in accordance with the terms and conditions of this agreement;
- b) make appropriate internal arrangements to ensure the efficient implementation of the framework agreement and the specific agreements, and shall ensure that any agreement concluded between the partners to this end does not contradict the provisions of the framework agreement and the specific agreements. Such agreement(s) may, inter alia, specify the organisation of the work to be carried out, decision-making and dispute settlement procedures, and specify provisions concerning access rights within the limits established in this agreement;
- c) inform the ECDC of any event which might affect the implementation of the framework agreement and the specific agreements and the rights of the ECDC and of any circumstance affecting the conditions of participation referred to the Financial Regulation and any requirements of the agreement, including any change of control;
- d) provide all detailed data requested by the ECDC for the purposes of the proper administration of the framework agreement and the specific agreements.

2. Each partner shall:

- a) ensure that all information to be provided to the ECDC is sent via the coordinator, except for those cases foreseen in the contract;
- b) make appropriate arrangements for the proper performance of its work identified in work packages. To this end, the partner shall designate one or more persons who shall manage and monitor its work, ensure that the tasks assigned are correctly performed, and inform the ECDC of the name and contact details of the person designated and of any changes to that information;
- c) inform the ECDC of any event which might affect the implementation of the framework agreement and the specific agreements and the rights of the ECDC;
- d) provide the ECDC and Court of Auditors directly with information requested in the framework of controls and audits, as provided for in Article II.23;
- e) ensure that any agreements or contracts entered into between the partner and any subcontractor, or other third party, contain provisions extending the ECDC and the Court of Auditors' right to audit any work carried out under the specific agreements for which costs are claimed from the ECDC's financial contribution;
- f) undertake to ensure that the conditions applicable to it under Articles II.9, II.10, II.11, II.12 are also applicable to any third party whose costs are claimed under the specific agreements by means of Article II.19;
- g) take part in meetings concerning the supervision, monitoring and evaluation of the framework agreement and the specific agreements which are relevant to it;

- h) take all necessary steps to avoid commitments that are incompatible with the obligations provided for in this agreement and inform the other partners and the ECDC of any unavoidable obligations which may arise during the duration of the agreement which may have implications for any of its obligations under the framework agreement and the specific agreements;
- i) carry out the work packages in accordance with fundamental ethical principles;
- j) endeavour to promote equal opportunities between men and women in the implementation of the framework agreement and the specific agreements;
- k) ensure that the ECDC is informed if and when any eligibility criteria established by the Financial Regulation cease(s) to be met during the duration of the framework agreement and the specific agreements;
- l) take every necessary precaution to avoid any risk of conflict of interest relating to economic interests, political or national affinities, family or emotional ties or any other interests liable to influence the impartial and objective performance of the framework agreement and the specific agreements and shall inform the ECDC without delay of any situation which could lead to such a conflict of interest.

3. The coordinator shall:

- a) ensure that the tasks identified in Article I.2. regarding accession to the framework agreement and the specific agreements are carried out in a timely manner;
 - b) be the intermediary for communication between the partners and the ECDC;
 - c) submit to the ECDC the estimated budget provided for in Article II.19;
 - d) receive all payments made by the ECDC to the consortium and administer the ECDC's contribution regarding its allocation between partners and activities in accordance with the framework agreement and the specific agreements and the decisions taken by the consortium. The coordinator shall ensure that all the appropriate payments are made to partners without unjustified delay;
 - e) keep accounts making it possible to determine at any time what portion of the ECDC's funds has been paid to each partner for the purposes of the work packages.
- The coordinator shall inform the ECDC of the distribution of the funds and the date of transfers to the partners.

4. The ECDC shall:

- a) monitor the scientific, technological and financial execution of the work packages and ensure that the ECDC financial contribution is provided when and where necessary under the conditions established by the framework agreement and the specific agreements;
- b) carry out review, analysis and approval of work packages deliverables within the periods indicated in the specific agreements;
- c) maintain the confidentiality of any information, data, reports or other deliverables or knowledge communicated to it as confidential, in accordance with the provisions of Article II.5.

ARTICLE II.2 – LIABILITY

II.2.1 The consortium/the partners shall have sole responsibility for complying with any legal obligations incumbent on them.

II.2.2 The ECDC shall not, in any circumstances or on any grounds, be held liable in the event of a claim under a specific agreement relating to any damage caused during the work package's execution. Consequently, the ECDC will not entertain any request for indemnity or reimbursement accompanying any such claim.

II.2.3 Except in cases of force majeure, the consortium shall make good any damage sustained by the ECDC as a result of the execution or faulty execution of the work package.

II.2.4 The consortium/the partners shall assume sole liability towards third parties, including for damage of any kind sustained by them while the work package is being carried out.

ARTICLE II.3 – CONFLICT OF INTERESTS

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

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

ARTICLE II.4 – OWNERSHIP/USE OF THE RESULTS

II.4.1 Unless stipulated otherwise in this framework agreement or in a specific 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 partner concerned.

II.4.2 Without prejudice to paragraph 1, the partner grants the ECDC 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.

ARTICLE II.5 – CONFIDENTIALITY

The ECDC and the consortium undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the framework and specific 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 closing date of the framework agreement.

ARTICLE II.6 – PUBLICITY

II.6.1 Unless the ECDC requests otherwise, any communication or publication by the consortium about the work packages, including at a conference or seminar, shall indicate that the work package has received funding from the ECDC.

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

No communication or publication by the consortium, in any form and medium, shall be done without explicit authorisation of the ECDC.

II.6.2 The partners authorise the ECDC to publish the following information in any form and medium, including via the Internet:

- the partners' names and the addresses,
- the subject and purpose of the grant,
- the amount granted and the proportion of the action's total cost covered by the funding.

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

ARTICLE II.7 – EVALUATION OF WORK PACKAGES

Whenever the ECDC carries out an interim or final evaluation of the work packages impact measured against the objectives of the ECDC, the consortium undertakes to make available to the ECDC 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.23.

ARTICLE II.8 – SUSPENSION OF WORK PACKAGES

II.8.1 The consortium may suspend implementation of a work package if exceptional circumstances make this impossible or excessively difficult, notably in the event of force majeure. He shall inform the ECDC without delay, giving all the necessary reasons and details and the foreseeable date of resumption.

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

ARTICLE 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 agreement and specific 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 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.9.4 The work package may be suspended in accordance with Article II.8.

ARTICLE II.10 – AWARD OF CONTRACTS

II.10.1 If a partner has to conclude contracts in order to carry out a work package and they constitute costs of the work package under an item of eligible direct costs in the estimated budget of the work package annexed to a specific agreement, 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.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 work package;
- (b) recourse to the award of contracts must be justified having regard to the nature of the work package and what is necessary for its implementation;
- (c) the tasks concerned must be set out in the Annex of a specific agreement and the corresponding estimated costs must be set out in detail in the budget in

- estimated budget of the work package;
- (d) any recourse to the award of contracts while the work package is under way, if not provided for in the initial grant application, shall be subject to prior written approval by the ECDC;
- (e) the partner shall retain sole responsibility for carrying out the work package and for compliance with the provisions of the agreement. The partner must undertake to make the necessary arrangements to ensure that the contractor waives all rights in respect of the ECDC under the framework agreement and specific agreements;
- (f) the partner 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, II.20 and II.23 of the framework agreement are also applicable to the contractor.

ARTICLE II.11 – ASSIGNMENT

Claims against the ECDC may not be transferred.

In exceptional circumstances, where the situation warrants it, the ECDC 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 consortium. If the ECDC 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 ECDC.

In no circumstances shall such an assignment release the consortium/partner from his obligations to the ECDC.

ARTICLE II.12 – TERMINATION

II.12.1 Termination by the consortium or a partner

The consortium may terminate the framework agreement at any time by giving 90 days' written notice. Where he avails himself of that right, he must undertake to complete the implementation of any specific agreements which have entered into force before the date when termination of the framework agreement takes effect.

In duly justified cases, the consortium may withdraw his request for a grant and terminate the specific agreement at any time by giving 90 days' written notice stating the reasons, without being required to furnish any indemnity on this account. If no reasons are given or if the ECDC does not accept the reasons, the consortium shall be deemed to have terminated this agreement improperly, with the consequences set out in Article II.12.4.

II.12.2 Termination by the ECDC

The ECDC may decide to terminate the framework agreement and/or the specific

agreements or to terminate the participation of a partner, 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 consortium's situation that is liable to affect framework agreement and/or the specific agreements substantially or to call into question the decision to award the grant;

(b) if the consortium fails to fulfil a substantial obligation incumbent on him under the terms of the framework agreement and/or the specific agreements, including its annexes;

(c) in the event of force majeure, notified in accordance with Article II.9, or if a work package has been suspended as a result of exceptional circumstances, notified in accordance with Article II.8;

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

(e) if a partner 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 partner is guilty of misrepresentation or submits reports inconsistent with reality to obtain the grant provided for in the framework agreement and/or the specific agreements;

(g) if a partner has intentionally or by negligence committed a substantial irregularity in performing the framework agreement and/or the specific agreements or in the event of fraud, corruption or any other illegal activity on the part of the partner to the detriment of the European Communities' financial interests. A substantial irregularity consists of any infringement of a provision of an agreement or regulation resulting from an act or an omission on the part of the partner, 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 Article II.12.2., the consortium shall have 30 days to submit his observations and take any measures necessary to ensure continued fulfilment of his obligations under the framework agreement and/or the specific agreements. If the ECDC 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 ECDC'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 Article II.12.2., termination shall take effect from the day following the date on which notification of the ECDC's decision to terminate the agreement is received.

II.12.4 Effects of termination

In the event of termination of a specific agreement, payments by the ECDC shall be limited to the eligible costs actually incurred by the consortium up to 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 consortium shall have 90 days from the date when termination of the specific agreement takes effect, as notified by the ECDC, to produce a request for final payment. If no request for final payment is received within this time limit, the ECDC shall not reimburse the expenditure incurred by the consortium 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 ECDC.

By way of exception, in the event of improper termination by the consortium or termination by the ECDC on the grounds set out in points (e), (f) or (g) of Article II.12.2., the ECDC may require the partial or total repayment of sums already paid under the specific agreement on the basis of technical implementation reports and financial statements approved by the ECDC, in proportion to the gravity of the failings in question and after allowing the consortium to submit his observations.

ARTICLE II.13 – FINANCIAL PENALTIES

By virtue of the Financial Regulation applicable to the ECDC, any partner declared to be in grave breach of his obligations 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 consortium shall be notified in writing of any decision by the ECDC to apply such financial penalties.

ARTICLE II.14 – SUPPLEMENTARY AGREEMENTS

II.14.1 Any amendment to the framework agreement and/or a specific agreement 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 agreement and/or a specific agreement which might call into

question the decision awarding the framework agreement and/or a specific agreement or result in unequal treatment of applicants.

II.14.3 If the request for amendment is made by the consortium, he must send it to the ECDC in good time before it is due to take effect and in the case of specific agreements, one month before the closing date of the work programme, except in cases duly substantiated by the consortium and accepted by the ECDC.

ARTICLE II.15 – TECHNICAL COLLECTIVE RESPONSIBILITY

Technical implementation of the framework agreement and a specific agreement shall be the collective responsibility of the partners. To that end each partner shall take all necessary and reasonable measures to attain the objectives of the framework agreement and a specific agreement, and to carry out the work incumbent on the defaulting partner.

ARTICLE II.16 – FINANCIAL COLLECTIVE RESPONSIBILITY

II.16.1. Should a specific agreement be terminated or the participation of a partner be terminated in accordance with Article II.12, and a partner does not honour the reimbursement of the amount due by that partner, the consortium will reimburse the amount due to the ECDC.

II.16.2. The amount due to the ECDC may not exceed the value of the contribution due to the consortium in accordance with Article 3 of the specific agreement.

The amount to be recovered shall be allocated between the remaining partners other than those referred to in Article II.16.3 in accordance with their pro rata share in the overall specific agreement.

This allocation shall be based on the relative weight of all those partners not excluded by Article II.16.3, taking into account their share of the provisional costs as indicated in the specific agreement when pre-financing is to be recovered and their share of accepted certified costs when payment is to be recovered.

Any amount claimed from a partner shall not exceed the contribution it is entitled to receive according to applicable reimbursement rates. The amount a partner is entitled to receive is based on its provisional costs as indicated in the specific agreement when pre-financing is to be recovered and is based on its certified costs accepted by the ECDC when a settled payment is to be recovered.

II.16.3. Articles II.16.1 and II.16.2 do not apply where the defaulting partner is a public body, an international organisation or a partner whose participation to the indirect action is guaranteed by a Member State.

II.16.4 The consortium is not collectively responsible for:

- a) any amount owed by a defaulting partner for any breach discovered after the

final implementation date;

b) sanctions referred to in Article II.13 imposed on a defaulting partner.

PART B: FINANCIAL MANAGEMENT

ARTICLE II.17 – ELIGIBLE COSTS – GENERAL PRINCIPLES

Eligible costs are those actual costs which are necessary for a work package, can be substantiated, and are incurred during the period specified in Article 2 of a specific agreement. Eligible costs after this period shall be limited to those relating to the reporting, review or evaluation requirements of this agreement.

II.17.1 Eligible costs of the action or work packages are costs actually incurred by the partner, which meet the following criteria:

- they are incurred during the duration of the action or of the work package as specified in the specific agreement, with the exception of costs relating to final reports and certificates on the financial statements and underlying accounts;
- they are connected with the subject of the specific agreement and they are indicated in the estimated overall budget of the action or work package annexed to it;
- they are necessary for the implementation of the action or of the work package which is the subject of the specific agreement;
- they are identifiable and verifiable, in particular being recorded in the accounting records of the partner and determined according to the applicable accounting standards of the country where the partner is established and according to the usual cost-accounting practices of the partner;
- they comply with the requirements of applicable tax and social legislation;
- they are reasonable, justified, and comply with the requirements of sound financial management, in particular regarding economy and efficiency.

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

II.17.2 In the case of an operating grant, the following operating costs are eligible provided that they satisfy the criteria set out in the previous paragraph:

- the cost of staff, 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 partner's usual policy on remuneration.

The corresponding salary costs of personnel of national administrations are eligible to the extent that they relate to the cost of activities which the relevant public authority would not carry out if the project concerned were not undertaken;

- travel and subsistence allowances for staff, provided that they are in line with the partner's usual practices on travel costs or do not exceed the scales approved annually by ECDC;
- 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 partner and generally accepted for items of the same kind. Only the portion of the equipment's depreciation corresponding to the period of eligibility for ECDC funding covered by the agreement may be taken into account by ECDC, except where its nature and/or use justifies different treatment by ECDC;
- costs of consumables and supplies;
- costs entailed by other contracts awarded by the partner for the purposes of implementing the work programme, provided that the conditions laid down in Article II.10 are met;
- costs arising directly from requirements imposed by the agreement (in particular, audit costs), including the costs of any financial services (especially the cost of financial guarantees);
- overheads.

II.17.3 In the case of a grant for an action, the eligible costs consist of direct costs and indirect costs.

The eligible direct costs for an action are those costs which, with due regard for the conditions of eligibility set out in paragraph 1, are identifiable as specific costs directly linked to implementation of the action and which can therefore be booked to it direct. In particular, the following direct costs are eligible provided that they satisfy the criteria set out in paragraph 1:

- the cost of staff assigned to the action, comprising actual salaries plus social security charges and other statutory costs included in the remuneration, provided that this does not exceed the average rates corresponding to the partner's usual policy on remuneration;
- travel and subsistence allowances for staff taking part in the action, provided that they are in line with the partner's usual practices on travel costs or do not exceed the scales approved annually by ECDC;

- 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 partner and generally accepted for items of the same kind. Only the portion of the equipment's depreciation corresponding to the duration of the action and the rate of actual use for the purposes of the action may be taken into account by ECDC, except where the nature and/or the context of its use justifies different treatment by ECDC;
- costs of consumables and supplies, provided that they are identifiable and assigned to the action;
- costs entailed by other contracts awarded by the partner for the purposes of carrying out the action, provided that the conditions laid down in Article II.10 are met;
- costs arising directly from requirements imposed by the framework agreement or the specific agreement (dissemination of information, specific evaluation of the action, audits, translations, reproduction, etc.), including the costs of any financial services (especially the cost of financial guarantees);

The eligible indirect costs for an action are those costs which, with due regard for the conditions of eligibility set out in paragraph 1, are not identifiable as specific costs directly linked to implementation of the action which can be booked to it direct, but which can be identified and justified by the partner using his accounting system as having been incurred in connection with the eligible direct costs for the action. They may not include any eligible direct costs.

By way of derogation from paragraph 1, the indirect costs incurred in carrying out an action may be eligible for flat-rate funding fixed at not more than 7% of the total eligible direct costs. If provision is made in the specific agreement for flat-rate funding in respect of indirect costs, they need not be supported by accounting documents.

II.17.4 The following costs shall not be considered eligible:

- return on capital;
- debt and debt service charges;
- provisions for losses or potential future liabilities;
- interest owed;
- doubtful debts;
- exchange losses;
- VAT, unless the partner can show that he is unable to recover it according to the applicable national legislation;
- costs declared by the partner and covered by another action or work package receiving a ECDC grant;
- excessive or reckless expenditure.

II.17.5 Contributions in kind shall not count as actual expenditure by the partner and shall not constitute eligible costs. In the case of co-financing in the form of contributions in kind complying with the conditions laid down in Article I.4, a financial value shall be placed on the contributions and the same amount will be included in the costs of the action as ineligible costs and in receipts from the action as co-financing in kind. The partner shall undertake to obtain these contributions as provided for in the specific agreement.

II.17.6 By way of derogation from paragraph 3, indirect costs shall not be eligible under a grant for an action awarded to a partner who already receives an operating grant from ECDC during the period in question.

ARTICLE II.18 - REQUESTS FOR PAYMENT

II.18.1 Pre-financing

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

Where required by the paragraph on pre-financing in Article 5 of the specific agreement or the equivalent article in the framework agreement, the partner 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 ECDC to have recourse against the principal debtor (the partner).

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

II.18.2 Further pre-financing payments

Where pre-financing is divided into several instalments, the partner may request a further pre-financing payment once he has used up the percentage of the previous payment specified in the paragraph on further pre-financing payments in Article 5 of the specific agreement or the equivalent article in the framework agreement. 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 5 or the equivalent, a financial guarantee in accordance with paragraph 1;
- where required by the abovementioned provisions of Article 5 or the equivalent, a certificate on the action's financial statements and underlying accounts, produced by an approved auditor or in case of public bodies, by a

competent and independent public officer;

- any other documents that may be required by the specific agreement 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 of the framework agreement and the specific agreement, including where appropriate the annexes thereto.

II.18.3 Interim payments

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

By the appropriate deadline indicated in the Article on Submission of reports and other documents in the specific agreement, the partner shall submit a request for interim payment accompanied by the following documents:

- an interim report on implementation of the action;
- an interim financial statement of the eligible costs actually incurred, following the structure of the estimated budget;
- where required by the paragraph on interim payments in Article 5 of the specific agreement or the equivalent article in the framework agreement, a certificate on the action's financial statements and underlying accounts, produced by an approved auditor or in case of public bodies, by a competent and independent public officer. The certificate shall certify, in accordance with a methodology approved by ECDC, that the costs declared by the partner in the financial statements on which the request of payment is based are real, accurately recorded and eligible and that all receipts have been declared, in accordance with the framework agreement and the specific agreement.

The documents accompanying the request for payment shall be drawn up in accordance with the relevant provisions of the framework agreement and the specific agreement, including any annexes. The partner shall certify that the information provided in his request for payment is full, reliable and true. He shall also certify that the costs incurred can be considered eligible in accordance with the framework agreement and the specific agreement, that all receipts have been declared, and that his request for payment is substantiated by adequate supporting documents that can be checked.

On receipt of these documents, ECDC shall have the period specified in the paragraph on interim payments in Article 5 of the specific agreement or the equivalent article in the framework agreement in order to:

- approve the interim report on implementation of the action;
- ask the partner 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 ECDC 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 the regularity or the authenticity, completeness and correctness of the declarations and information it contains.

If additional information or a new report is requested, the time limit for scrutiny shall be extended by the time it takes to obtain this information. The partner shall be informed of that request and the extension of the delay for scrutiny by means of a formal document. The partner shall have the period laid down in the abovementioned provisions of Article 5 or the equivalent to submit the information or new documents requested.

Extension of the delay for approval of the report may delay the payment by the equivalent time.

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, ECDC reserves the right to terminate the agreement by invoking Article II.12.2 (b).

II.18.4 Payment of the balance

Payment of the balance, which may not be repeated, is made after the end of the action on the basis of the costs actually incurred by the partner 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.20.

By the appropriate deadline indicated in the Article on Submission of reports and other documents in the specific agreement, the partner shall submit a request for payment of the balance accompanied by the following documents:

- a final report on the implementation of the action;
- a final financial statement of the eligible costs actually incurred, following the structure of the estimated budget;
- a full summary statement of the receipts and expenditure of the action;
- where required by the paragraph on payment of the balance in Article 5 of the specific agreement or the equivalent article in the framework agreement, a certificate on the action's financial statements and underlying accounts, produced by an approved auditor or in case of public bodies, a competent and independent public officer. The certificate shall certify, in accordance with a methodology approved by ECDC, that the costs declared by the partner in the financial

statements on which the request of payment is based are real, accurately recorded and eligible and that all receipts have been declared, in accordance with the framework agreement and the specific agreement.

The documents accompanying the request for payment shall be drawn up in accordance with the relevant provisions of the framework agreement and the specific agreement, including where appropriate the annexes thereto. The partner shall certify that the information provided in his request for payment is full, reliable and true. He shall also certify that the costs incurred can be considered eligible in accordance with the framework agreement and the specific agreement, that all receipts have been declared, and that his request for payment is substantiated by adequate supporting documents that can be checked.

On receipt of these documents, ECDC shall have the period specified in the paragraph on payment of the balance in Article 5 of the specific agreement or the equivalent article in the framework agreement in order to:

- approve the final report on implementation of the action;
- ask the partner 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 ECDC 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 the regularity or the authenticity, completeness and correctness of the declarations and information it contains.

If additional information or a new report is requested, the time limit for scrutiny shall be extended by the time it takes to obtain this information. The partner shall be informed of that request and the extension of the delay for scrutiny by means of a formal document. The partner shall have the period laid down in the abovementioned provisions of Article 5 or the equivalent to submit the information or new documents requested.

Extension of the delay for approval of the report may delay the payment by the equivalent time.

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, ECDC reserves the right to terminate the specific agreement by invoking Article II.12.2 (b).

ARTICLE II.19 - GENERAL PROVISIONS ON PAYMENTS

II.19.1 Payments shall be made by ECDC 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 ECDC and published on its website applicable on the day when the payment order is issued by ECDC, unless specific provisions are laid down for the purpose in the Special Conditions of the framework agreement or in the specific agreement.

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

II.19.2 ECDC may suspend the period for payment laid down in Article 5 of the specific agreement or the equivalent article in the framework agreement at any time by notifying the partner that his request for payment cannot be met, either because it does not comply with the provisions of the agreement, or because appropriate supporting documents must be produced or because there is a suspicion that some of the expenses in the financial statement are not eligible and additional checks are being conducted.

ECDC may also suspend its payments at any time if the partner is found or presumed to have infringed the provisions of the framework agreement or the specific agreement, in particular in the wake of the audits and checks provided for in Article II.22.

ECDC shall inform the partner as soon as possible of any such suspension by registered letter with advice of delivery or equivalent, setting out the reasons for suspension.

Suspension shall take effect on the date when notice is sent by ECDC. 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 ECDC.

II.19.3 On expiry of the period for payment specified in Article 5 of the specific agreement or the equivalent article in the framework agreement, and without prejudice to paragraph 2 of this Article, the partner is entitled to 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.18.4. The suspension of payment by ECDC may not be considered as late payment.

By way of exception, when the interest calculated in accordance with the provisions of the first and second subparagraphs is lower than or equal to EUR 200, it shall be paid to the partner only upon demand submitted within two months of receiving late payment.

II.19.4 ECDC shall deduct the interest yielded by pre-financing which exceeds EUR 50 000 as provided for in Article I.5 "payment arrangements" from the payment of the balance of the amount due to the partner. The interest shall not be treated as a receipt, within the meaning of Article II.18.4.

Where the pre-financing payments exceed EUR 750 000 per agreement at the end of each financial year, the interest shall be recovered for each reporting period. Taking account of the risks associated with the management environment and the nature of actions financed, ECDC may recover the interest generated by pre-financing lower than EUR 750 000 at least once a year.

Where the interest yielded exceeds the balance of the amount due to the partner, or is generated by pre-financing referred to in the previous subparagraph, ECDC shall recover it in accordance with Article II.19.

Interest yielded by pre-financing paid to Member States is not due to ECDC.

II.19.5 The partner shall have two months from the date of notification by ECDC of the final amount of the grant determining the amount of the payment of the balance or the recovery order pursuant to Article II.18, 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 shall no longer be considered. ECDC 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 partner's right to appeal against the ECDC's decision pursuant to the Article on Law applicable and competent court. Under the terms of ECDC 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.20 - DETERMINING THE FINAL GRANT

II.20.1 Without prejudice to information obtained subsequently pursuant to Article II.22, ECDC shall adopt the amount of the final payment to be granted to the partner on the basis of the documents referred to in Article II.18.4 which it has approved.

II.20.2 The total amount paid to the partner by ECDC may not in any circumstances exceed the maximum amount of the grant laid down in Article 3 of the specific agreement, even if the total actual costs eligible exceed the estimated total eligible costs specified in the estimated budget annexed to the specific agreement.

II.20.3 If the actual eligible costs when the action ends are lower than the estimated total eligible costs, the ECDC 's contribution shall be limited to the amount obtained by applying the ECDC grant percentage specified in Article 3 of the specific agreement to the actual eligible costs approved by ECDC.

II.20.4 The partner hereby agrees that the grant shall be limited to the amount necessary to balance the receipts and expenditure of the action, in the case of a grant for an action, or of the operating budget which allows the work programme to be implemented, in the case of an operating grant, and that it may not in any circumstances produce a profit for him.

In the case of a grant for an action, profit shall mean any surplus of all actual receipts attributable to the action over the total actual costs of the action. In the case of an operating grant, profit shall mean any surplus of the partner's total actual operating receipts over his total actual operating costs.

The actual receipts to be taken into account shall be those which have been established, generated or confirmed on the date on which the request for payment of the balance is drawn up by the partner for financing other than the ECDC grant, to which shall be added the amount of the grant determined by applying the principles laid down in paragraphs 2 and 3 of this Article. For the purposes of this Article, only actual costs of the action or the operating budget falling within the categories set out in the estimated budget annexed to the specific agreement shall be taken into account; non-eligible costs shall always be covered by non-ECDC resources.

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

II.20.5 Without prejudice to the right to terminate the specific agreement under Article II.12, and without prejudice to the right of ECDC to apply the penalties referred to in Article II.13, if the action is not implemented or is implemented poorly, partially or late, ECDC may reduce the grant initially provided for in line with the actual implementation of the action on the terms laid down in the specific agreement.

II.20.6 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 agreement, ECDC shall set the amount of the payment of the balance as being the amount still owing to the partner. Where the aggregate amount of the payments already made exceeds the amount of the final grant, ECDC shall issue a recovery order for the surplus.

ARTICLE II.21 – RECOVERY

II.21.1 If any amount is unduly paid to the partner or if recovery is justified under the terms of the framework agreement or a specific agreement, the partner undertakes to repay ECDC the sum in question on whatever terms and by whatever date it may specify.

II.21.2 If the partner fails to pay by the date set by ECDC, the sum due shall bear interest at the rate indicated in Article II.19.3. Interest on late payment shall cover the period between the date set for payment, exclusive, and the date when ECDC receives full payment of the amount owed, inclusive.

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

II.21.3 If payment has not been made by the due date, sums owed to ECDC may be recovered by offsetting them against any sums owed to the partner, 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.17.1. In exceptional circumstances, justified by the necessity to safeguard the financial interests of the Communities, ECDC may recover by offsetting before the due date of the payment. The partner's prior consent shall not be required.

II.21.4 Bank charges occasioned by the recovery of the sums owed to ECDC shall be borne solely by the partner.

ARTICLE II.22 - CHECKS AND AUDITS

II.22.1 The partner undertakes to provide any detailed information requested by ECDC or by any other outside body authorised by ECDC to check that the actions and the provisions of the framework agreement and/or specific agreements are being properly implemented.

II.22.2 The partner shall keep at ECDC'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 agreement for a period of five years from the date of payment of the balance for the corresponding action.

II.22.3 The partner agrees that ECDC 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 agreements until their balances are paid and for a period of five years from the date of payment of the balance for the corresponding actions. Where appropriate, the audit findings may lead to recovery decisions by ECDC.

II.22.4 The partner undertakes to allow ECDC staff and outside personnel authorised by ECDC 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.22.5 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 ECDC 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 ECDC.

II.22.6 The European Court of Auditors shall have the same rights as ECDC, notably right of access, as regards checks and audits.

SIGNATURES

For the partner
[name / forename / *function*]

Signature: _____
Done at

For the ECDC
Zsuzsanna Jakab
Director

Signature _____
Done at Stockholm

Johan Giesecke
Head of Scientific Advice Unit,
Chief Scientist

Signature _____
Done at Stockholm

In duplicate in English

ANNEX I – ACTIONS PLANNED UNDER THE PARTNERSHIP

ANNEX II – MODEL SPECIFIC GRANT AGREEMENT

**[MODEL] SPECIFIC AGREEMENT No [Y]/ECD.[YYYY]
to the Framework Partnerships Agreement No. GRANT/2009/008
ON A GRANT FOR AN ACTION**

This specific agreement ("the agreement") is concluded between:

The **European Centre for Disease Prevention and Control** (hereinafter referred to as "ECDC"), which is represented for the purposes of signature of this agreement by Ms Zsuzsanna Jakab, Director, and Johan Giesecke, Head of Scientific Advice Unit, Chief Scientist,

of the **one part**,

and

..., established in ..., represented by ..., his/her authorized representative, the *partner* acting as *coordinator* of the *consortium*, (the "*coordinator*") and the other *partners* identified in Article I.1.3 below,

of the **other part**

HAVE AGREED

The following annexes form an integral part of the agreement:

- Annex A: Description of the action**
- Annex B: Estimated budget for the action**
- Annex C: Financial statements to be submitted with the technical implementation report**

Article 1 – Purpose of the agreement

The agreement is concluded in the context of the partnership established between the parties. It is drawn up in accordance with the relevant terms of Framework Partnership Agreement No. GRANT/2009/008 signed between the ECDC and [name of coordinator signing].

The ECDC has decided to award a grant, under the terms and conditions set out in this agreement and the framework agreement, which the partner hereby declares that he has taken note of and accepts, for the action entitled:

“Ecdc Biorisk Expert Group - To Improve Knowledge, Information, Coordination and Scientific Advice in the Area of Biorisks”
("the action").

The partner 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 agreement applicable to the implementation of the agreement, acting on his own responsibility.

Article 2 – Duration of the action

The action shall begin on the date of signature of this Specific Grant Agreement ("starting date of the action")

The action shall last until [date].

The period of implementation of the action shall determine the period of eligibility for the ECDC grant.

Article 3 - Financing the action

The total cost of the action is estimated at **EUR [amount in number (and letters)]**, as shown in the estimated budget in Annex II. The estimated budget shall give a detailed breakdown of the costs that are eligible for ECDC funding under the terms of Article II.17 of the framework agreement, of any other costs that the action may entail, and of all receipts, so that receipts and costs balance.

The total eligible costs of the action for which the ECDC grant is awarded are estimated at EUR [**amount in number (and letters)**] equal the total cost of the action object of ECDC grant, as shown in the estimated budget in Annex B.

Indirect costs are eligible for flat-rate funding of 7% of the total direct costs eligible, subject to the conditions laid down in Article II.17.3. of the framework agreement.

The ECDC shall contribute a maximum of **EUR [amount in number (and letters)]**, or a maximum of 90% of the estimated total eligible costs object of ECDC grant indicated above. The final amount of the grant shall be determined as specified in Article II.20 of the framework agreement, without prejudice to Article II.22 thereof.

Article 5 – Payment arrangements

Pre-financing:

Within 45 days of the last between the date when the last of the two parties signs the agreement and the date of receipt of the request for pre-financing, a pre-financing payment of **EUR [amount in number (and letters)]** shall be made to the partner, representing 30% of the maximum amount of the grant specified in Article 3.

Interim payment:

Any request for interim payment shall be accompanied by the interim technical implementation report and financial statement specified in Article II.18.3 of the framework agreement.

The ECDC shall have 20 days to approve or reject the technical implementation report or to request additional supporting documents or information under the procedure laid down in Article II.18.3. In that case, the partner shall have 20 days to submit the additional information requested or a new report.

The amount of the interim payment shall be determined on the basis of the eligible costs actually incurred, as shown in the interim statement and approved by the ECDC, to which shall be applied the percentage of the ECDC grant specified in Article 3. In no circumstances may the interim payment exceed 40% of the maximum amount of the grant specified in Article 3.

The interim payment shall be made to the partner within 30 days following approval by the ECDC of the technical implementation report accompanying the request for interim payment.

The ECDC may suspend the period for payment in accordance with the procedure in Article II.19.2 of the framework agreement.

Payment of the balance

The request for payment of the balance shall be accompanied by the final technical implementation report and financial statement specified in Article II.18.4 of the framework agreement.

The ECDC shall have 20 days to approve or reject the technical implementation report or to request additional supporting documents or information under the procedure laid down in Article II.18.4. In that case, the partner shall have 20 days

to submit the additional information or a new report.

A payment representing the balance of the grant determined in accordance with Article II.20 of the framework agreement shall be made to the partner within 30 days following approval by the ECDC of the implementation report accompanying the request for payment of the balance.

Article 6 – Submission of reports and other documents

The technical implementation reports, financial statements and other documents referred to in Article 5 (Payment arrangements) or the equivalent article in the framework agreement must be submitted in English on the following dates:

- interim technical implementation report and financial statement: within 1 month following the last expenditures object of the request.
- final technical implementation report and financial statement: within 1 month following the closing date of the action specified in Article 2 or before.

SIGNATURES

For the partner

[name / forename / *function*]

Signature _____
Done at _____, date

For the ECDC

Zsuzsanna Jakab
Director

Signature _____
Done at Stockholm, date

Mr Johan Giesecke
Head of Scientific Advice Unit,
Chief Scientist

ANNEX III: FORM B
**FORM B – REQUEST FOR ACCESSION OF A NEW PARTNER TO THE
FRAMEWORK PARTNERSHIP AGREEMENT**
(to be filled in by each new participant willing to become partner)

[full name and legal form of new partner], represented for the purpose hereof by [(name of legal representative) (function) or her/his/their authorised representative established in (full address: city/state/province/country)] acting as its legal authorised representative, hereby requests to become a partner to framework agreement no GRANT/2009/008 signed between the European Centre for Disease Prevention and Control and [name of the coordinator] and accepts, in accordance with the provisions of the aforementioned contract, all the rights and obligations of a partner starting the [date] should the ECDC not oppose to this request within six weeks upon its receipt.

[name of the coordinator and legal form (acronym) established in (full address: city/state/province/country)], represented for the purpose hereof by [(name of legal representative) (function) or her/his/their authorised representative established in (full address: city/state/province country)] acting as its legal authorised representative, hereby certifies as representative of the partner to contract no that the consortium proposes and agrees to the accession of [full name and legal form of new partner] to the aforementioned framework agreement as partner starting the [date].

Payments by ECDC related to the Services shall be made through the Coordinator's bank account (Bank: ... / Address of branch: ... / Account holder: ... / IBAN: ...).

As partner, it grants the Coordinator to act on its behalf, in particular to sign contractual documents and to issue invoices on behalf of the Consortium, to be the contact point with ECDC, and to co-ordinate the provision and administration of the implementation undertaken under the agreement.

Enclosures:

- modified Annex I to the contract describing the work to be performed by the new partner.
- justification for selection of this partner.

Done in 3 copies, of which one shall be kept by the coordinator and one by [name of new partner], the third being sent to the ECDC by the coordinator in accordance with Article I.3 of the framework agreement.

[name of the new partner (legal entity)]

Name of legally authorised representative: (written out in full)

Title of legally authorised representative:

Signature of legally authorised representative:

Date:

Stamp of the organisation

[name of the new partner (legal entity)]

Name of legally authorised representative: (written out in full)

Title of legally authorised representative:

Signature of legally authorised representative:

Date:

Stamp of the organization

ANNEX III: DECLARATION ON HONOUR

Declaration on honour

I, the undersigned (name and function of legal representative of consortium partner):

authorised to sign on behalf of

Name of consortium partner:

Address:

VAT or other registration number:

hereby certify that the information contained in this proposal “ECDC BIORISK EXPERT GROUP - TO IMPROVE KNOWLEDGE, INFORMATION, COORDINATION AND SCIENTIFIC ADVICE IN THE AREA OF BIORISKS - GRANT/2009/008” is correct and that the consortium partner mentioned above has not received or applied for any other EU funding to carry out the project which is the subject of this grant application

I, the undersigned, declare on oath that the consortium partner mentioned above:

- a) Is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters or is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) It has not been convicted of an offence concerning its professional conduct by a judgement which has the force of *res judicata*;
- c) Has not been guilty of grave professional misconduct proven by any means which the ECDC can justify;
- d) Has fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or those of the country of the ECDC or those of the country where the contract is to be performed;
- e) It has not been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- f) Following another procurement procedure or grant award procedure financed by the Community budget, has not been declared to be in serious breach of contract for failure to comply with the contractual obligations.

I, the undersigned, understand that grants may not be awarded if, during the grant award

procedure, the consortium partner mentioned above:

- Is subject to a conflict of interest;
- Is guilty of misrepresentation in supplying the information required by the awarding authority as a condition of participation in the call for proposal or fails to supply this information;
- Finds itself in one of the situations of exclusion listed above.

I, the undersigned, furthermore undertake to:

- abide by the highest ethical standards in the profession and, in particular, have no potential conflict of interests;
- inform ECDC immediately if there is any change in the above circumstances at any stage during the grant award procedure or during the implementation of the agreement;
- recognize and accept that any inaccurate or incomplete information deliberately provided in this proposal may result in my/our exclusion from this and other contracts/agreements funded by the ECDC.

Name and function:

Signature:

Date and place

ANNEX IV – ESTIMATED BUDGET FORMS

ANNEX V– CALL FOR PROPOSALS

ANNEX VI – RULES ON ELIGIBILITY OF COSTS

RULES ON ELIGIBILITY OF COSTS

Eligible costs are an essential instrument for guaranteeing compliance with the principle of sound financial management and ensuring that the Community grant serves to reimburse real costs. Eligible costs are the cost base from which is the maximum Community grant is determined, expressed as a maximum amount and percentage of such eligible costs.

Eligible costs of the action receiving ECDC grants must be shown in detail in the estimated budget annexed to the grant agreement. These costs must satisfy the eligibility criteria laid down by the Financial Regulation applicable to the general budget of the European Communities¹. It must be stressed that subject to these criteria, it is always for ECDC to take the final decision on the nature and amount of the costs to be considered eligible, either when analysing proposals for the establishment of the estimated budget to be annexed to the grant agreement or when examining statements of costs actually incurred for the purpose of determining the final grant.

According to the Financial Regulation and its Implementing Rules, the eligible costs should meet all the following criteria:

- (a) They are incurred during the lifetime of the action or of the work programme, with the exception of costs relating to final reports and audit certificates;
- (b) They are indicated in the estimated overall budget of the action or work programme;
- (c) They are necessary for the implementation of the action or of the work programme which is the subject of the grant;
- (d) they are identifiable and verifiable, in particular being recorded in the accounting records of the beneficiary and determined according to the applicable accounting standards of the country where the beneficiary is established and according to the usual cost-accounting practices of the beneficiary;
- (e) They comply with the requirements of applicable tax and social legislation;
- (f) They are reasonable, justified, and comply with the requirements of sound financial management, in particular regarding economy and efficiency.

The beneficiary of a grant shall keep at ECDC's disposal all original documents, especially accounting and tax records, or, in exceptional and duly justified cases, certified copies of original documents relating to the agreement for a period of five years from the date of payment of the balance. ECDC 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.

¹ COUNCIL REGULATION (EC, Euratom) N° 1995/2006 of 13 December 2006 amending Regulation N° 1605/2002.

1) List of costs which may be considered eligible

About the eligible costs, there is a distinction between **direct costs** and **indirect costs**, relevant only in the case of a grant for an action. At all events any one cost cannot be taken into account twice as a direct cost and an indirect cost.

I). Direct costs

They are defined in the standard agreement as costs which, with due regard for the conditions of eligibility set out above, are identifiable as specific costs directly linked to performance of the action and which can therefore be booked to it direct.

The following direct costs (this list is not exhaustive and extra details can be included or additions made depending on the nature of the actions involved) may be considered eligible:

(a) the cost of staff assigned to the action:

Staff assigned to the action is understood to mean permanent or temporary staff employed by the beneficiary (or the associated beneficiaries). If they are service providers, the corresponding costs must be presented under the head of implementing contracts or subcontracting.

The cost of such staff must be actual salaries plus social security charges and other statutory costs included in the remuneration.

(b) travel and subsistence allowances for staff taking part in the action:

In order to prevent any cheating on travel costs, such costs can be considered eligible provided that they are in line with the beneficiary's usual practices on travel costs or do not exceed the scales approved annually by ECDC.

DESTINATIONS	Daily allowance in €	Maximum hotel price in € (reimbursement will be made against invoice up to the stated maximum ceiling)
Austria	95	130
Belgium	92	140
Bulgaria	70	205
Cyprus	93	145
Czech Republic	75	155
Denmark	120	150
Estonia	71	110
Finland	104	140
France	95	150
Germany	93	115
Greece	82	140
Hungary	72	150
Iceland	85	160
Ireland	104	150
Italy	95	135
Latvia	66	145

Liechtenstein	80	95
Lithuania	68	115
Luxemburg	92	145
Malta	90	115
Netherlands	93	170
Norway	80	140
Poland	72	145
Portugal	84	120
Romania	60	170
Slovakia	80	125
Slovenia	70	110
Spain	87	125
Sweden	97	160
Switzerland	80	140
United Kingdom	101	175

Missions in other countries not mentioned in the table above shall be submitted to the prior agreement from the services of ECDC. This agreement shall be related to the objectives of the mission, its costs and its motivation.

Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary on production of original supporting documents, including receipts and used tickets.

Travel expenses shall be reimbursed as follows:

- travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;
- travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;
- travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;
- travel outside Community territory shall be reimbursed under the general conditions stated above provided ECDC has given its prior written agreement.

(c) the purchase cost of equipment (new or second-hand):

Only equipment purchased for the purposes of carrying out the action can be charged as direct costs, and as a rule only in respect of the portion of the equipment's depreciation corresponding to the duration of the action and the rate of actual use for the purposes of the action, 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.

Because of the principle that grants may not be awarded retrospectively (Article 109 FR), items purchased prior to the action, even if they are used for the purposes of the action,

cannot be considered eligible direct costs of the action. (The use of existing equipment and the beneficiary's installations is partly covered via the indirect cost.)

Costs relating to the purchase of buildings and land should not give rise to Community financing by way of grants and are not included in the list of eligible costs mentioned in the standard agreements..

(d) the costs of consumables and supplies, provided they are identifiable and assigned to the action:

Unlike the equipment referred to above, these are “consumables”, i.e. items that are not entered as fixed assets in the accounts (or inventory) of the organisation and are not written off. The terms “identifiable” and “assigned to the action” are of utmost importance in order to avoid double cover by way of indirect costs. The nature of the action and the fact that the costs are specific to the action are key factors justifying direct cover of certain costs.

(e) miscellaneous

the costs arising directly from requirements imposed by the agreement (dissemination of information, specific evaluation of the action, audits, translations, reproduction, etc.), including the costs of any financial services (especially the cost of financial guarantees): The most frequent examples are:

- financial guarantee for prefinancing (the cost of this guarantee is eligible for the duration of validity of the guarantee as laid down in the agreement)
- audit costs, where an external audit is required when the beneficiary submits a request for payment as stipulated in the agreement (including when the audit is carried out upon completion of the action)
- costs of opening a specific bank account for the action where this is required by the agreement
- translations required by the Commission.

II. Indirect costs

These costs are not identifiable as specific costs directly linked to performance of the action which can be booked to it direct, but can be identified and justified by the beneficiary using his accounting system as having been incurred in connection with the eligible direct costs for the action. Indirect costs make up a proportion of the action's overheads and may eligible for a flat rate funding fixed at not more than 7% of the total eligible direct costs for the action .

Overheads are all the structural and support costs of an administrative, technical and logistical nature which are cross-cutting for the operation of the beneficiary body's various activities and cannot therefore be booked in full to the action for which the grant is awarded because this grant is only one part of those activities.

Overheads comprise costs connected with infrastructures and the general operation of the organisation such as hiring or depreciation of buildings and plant, water/gas/electricity, maintenance, insurance, supplies and petty office equipment, communication and connection costs, postage, etc. and costs connected with horizontal services such as administrative and financial management, human resources, training, legal advice, documentation, etc.

2) Non-eligible costs

In the interests of sound financial management certain costs are, as a matter of principle, to be excluded from the costs for which an ECDC grant may be awarded. The list of these costs appearing in the standard agreements must be regarded as a minimum reference list and must be fully complied with; additions may be made to the list or details may be specified if ECDC consider this appropriate in connection with certain actions.

The standard agreement provides that the following costs are not eligible:

- return on capital
- debt and debt service charges
- provisions for losses or potential future liabilities
- interest owed
- doubtful debts
- exchange losses
- VAT, unless the beneficiary can show that he is unable to recover it
- costs declared by the beneficiary and covered by another action or work programme receiving a Community grant

3) Flexibility within the budget

After the estimated budget has been approved by ECDC it becomes part of the Grant Agreement.

Due to the fact that the estimated budgets based on estimates, from a practical point of view, it is important that the beneficiary has the opportunity to adjust it, to a certain extent, during the course of the project implementation, if it proves necessary. Therefore, the beneficiaries may, when carrying out the action, adjust the estimated budget by transfers between items of eligible costs, provided that:

- this adjustment of expenditure does not affect implementation of the action,
- the transfer between items does not exceed 10% of the amount of each item of estimated eligible costs for which the transfer is intended,
- the transfer does not cause the original total amount of eligible costs to be exceeded.

Please note that the first and the third conditions must be met in all cases. If the second condition is met then the beneficiary only has to inform ECDC in writing. If the second condition is not met, i.e. the 10% ceiling is going to be passed, a prior approval must be sought from ECDC and an addendum to the Grant agreement will then be necessary. This transfer procedure may not be used to amend the heading for the eligible indirect costs.

