

**FRAMEWORK PARTNERSHIP AGREEMENT
Concerning the European Topic Centre on
Biological Diversity (2019-2021)**

OCP/EEA/NSS/18/001-ETC/BD

The European Environment Agency (hereinafter referred to as "the Agency"), which is represented for the purpose of the signature of this framework partnership agreement by Dr. Hans Bruyninckx, Executive Director, on the one part,

and, the consortium consisting of:

Muséum National d'Histoire Naturelle (MNHN), established in France, 57, rue Cuvier, 75231 Paris cedex 5, the partner acting as coordinator of the consortium (hereinafter referred to as the "coordinator"), which is represented for the purpose of signature of this framework partnership agreement by Mr Bruno David, Président,

Composed, in addition by,

Umweltbundesamt GmbH (URA), established in Austria, Spittelauer lände 5, 1090 Vienna, represented by Ms Monika Mörth, MAS, Managing Director and Mag. Georg Rebernik, Managing Director,

Ecologic Institut gemeinnützige GmbH (Ecologic), established in Germany, Pfalzburger Strasse 43-44, Berlin, represented by Dr Camilla Bausch, Scientific Director and CEO,

Institute of Landscape Ecology of the Slovak Academy of Sciences (ILE-SAS), established in Slovakia, Štefánikova 3, P.O. Box 254,81499 Bratislava, represented by Dr Zita Izakovičová, Director,

JNCC Support Co (JNCC), established in the United Kingdom, Monkstone House, City Road, PE11JY Peterborough, represented by David Burton, Finance Manager,

Stichting Naturalis Biodiversity Center (Naturalis), established in The Netherlands, Darwinweg 2, 2333 CR Leiden, represented by Edwin IF.B. van Huis, General Director,

Nature Conservation Agency of the Czech Republic (NCA CR), established in Czech Republic, Kaplanova 1931, 148 00 Praha 11, Chodov, represented by Dr František Pele, Director,

Space4environment sàrl (S4E), established in Luxembourg, 48 rue Gabriel Lippmann, 6947 Niederanven, represented by Stefan Kleeschulte, Managing Director,

Sveriges Lantbruksuniversitet (SLU), established in Sweden, Almas allé 8, Box 7070, 750 07 Uppsala, represented by Lena Tranvik, Head of Unit Swedish Species Information Centre,

Universidad Rey Juan Carlos (URJC), established in Spain, Calle Tulipán s/n., 28933 Móstoles-Madrid, represented by Javier Ramos López, Rector,

Stichting Wageningen Research, Wageningen Environmental Research (WENR), established in The Netherlands, Droevendaalsesteeg 3, 6708 PB Wageningen, represented by Prof.Dr.Ir. Louise O. Fresco, President Executive Board, and L.A.C. Buchwaldt MBA, Member Executive Board,

who have conferred a power of attorney to the coordinator for the purpose of the signature of this framework partnership agreement and ensuing specific agreements and any subsequent amendments thereto,

hereinafter collectively referred to as "the partners" and provided that they accede to this framework partnership agreement in accordance with Article 1.2.4; unless otherwise specified, references to "partner" and "partners" include the coordinator,

on the other part,

hereinafter collectively referred to as "the Parties",

HAVE AGREED

to the **Preamble**, the **Special Conditions**, the **General Conditions** and the following Annexes:

Annex I	Terms of Reference OCP/EEA/NSS/18/001-ETC/BD of 31.1.2018
Annex II	The consortium's proposal submitted on 26.4.2018
Annex III	Specific grant agreement template
Annex IV	Accession forms and cost statements

which form an integral part of this framework partnership agreement (hereinafter referred to as the "framework agreement").

The Preamble sets out the context of the partnership to form the European Topic Centre on Biological Diversity.

The Special Conditions and the General Conditions define the scope and the duration of the framework agreement as well as the operational arrangements for the partnership.

The terms of the Special Conditions and the Preamble shall take precedence over those in the other parts of the framework agreement. The terms set out in the General Conditions shall take precedence over those in the Annexes. The terms set out in the specific grant agreement shall take precedence over those in the Terms of Reference (Annex I), the latter taking precedence over the proposal (Annex II).

Subject to the above, the several instruments forming part of the framework agreement are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the Agency subject to the rights of the partners under Article 1.7 should they dispute any such instruction.

PREAMBLE

Regulation (EC) No' 401/2009 of the European Parliament and of the Council of 23 April 2009 on the European Environment Agency and the European Environment Information and Observation Network (codified version) describes in its articles 4(4)-(6) European Topic Centres as part of the aforementioned network. Within the overall framework of the Agency Programming Document and in direct support of the annual work programmes of the Agency, European Topic Centres deal, for instance, with the harmonisation of environmental information of the member countries, the processing of databases, the analysis of information including the use of models to describe the present and foreseeable state of the environment, and the presentation of information to support policy making.

In this context, the Agency selects a consortium of partners, particularly active in the domain of Biological Diversity with whom it shares common general objectives and wishes to establish a durable co-operation aiming at fulfilling all tasks of a European Topic Centre.

The general objectives, which the Agency shares with the consortium in the above-mentioned domain and which justify the establishment of a partnership, are laid down in Annex I.

I - SPECIAL CONDITIONS

ARTICLE 1.1- SUBJECT

- 1.1.1 The framework agreement is concluded as part of a long-term cooperation between the Agency and the partners ("the partnership"), on the basis of the Agency objectives and priorities set out in Annex I, in order to contribute to the objectives of the Agency Regulation referred to in the Preamble.
- 1.1.2 The purpose of the framework agreement is to define the respective roles and responsibilities of the Agency and the partners in implementing their partnership. For the purposes of implementing the partnership, the Agency may award to the partners grants for an action. The framework agreement applies to all such grants and to the respective specific grant agreements (hereinafter referred to as "specific agreements") concluded between the parties.
- 1.1.3 Under the conditions laid down in Annex I, the Agency shall each year agree with the partners on an Action Plan, which *inter alia* shall be coherent with the Agency's Annual Work Programme. The jointly agreed Action Plan shall serve as the basis for the award of any grants during the year in question.
- 1.1.4 Signature of the framework agreement by the parties shall not give rise to any obligation on the Agency to award grants.

ARTICLE 1.2 - COMPOSITION OF THE CONSORTIUM

- 1.2.1 The consortium is composed of the partner acting as coordinator and the partners, who shall accede to the framework agreement in accordance with the procedure referred to in Article 1.2.4, as partners assuming the rights and obligations established by the framework agreement with effect from the date on which it enters into force as specified in Article 1.4.1.
- 1.2.2 The partners shall carry out the work set out in Annex I to the framework agreement in accordance with the conditions set out in this framework agreement.
- 1.2.3 The partners shall conclude a consortium agreement regarding the internal operation of the consortium including all aspects necessary for: the management, operation and coordination of the consortium and the implementation of the framework agreement and specific agreements, and ensuring in particular the business continuity. Such agreement may also supplement the provisions concerning the intellectual property rights referred to in Article 11.4, within the limits established in this framework agreement. At the latest 60 (sixty) calendar days after the entry into force of the framework agreement and accession of the partners to the framework agreement, the coordinator shall send to the Agency a copy of the consortium agreement.
- 1.2.4 The coordinator shall ensure that partners other than the coordinator accede to the framework agreement, by signing the Accession Form (form A set out in Annex IV). At the latest 60 (sixty) calendar days after the entry into force of the framework agreement, the coordinator shall obtain from each of the partners and send to the Agency one of the three duly completed and signed originals of the Accession Form.

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

- 1.2.5 Should any partner fail or refuse to accede to the framework agreement within the dead line established in Article 1.2.4, the Agency is no longer bound by its offer to contract with the said partner. If a partner does not accede to the framework agreement by the above deadline, the Agency may terminate the framework agreement in accordance with Article 11.12;2. In case of termination, no costs incurred by the partners under the partnership up to the date of termination of the framework agreement can be approved or accepted as eligible for reimbursement by the Agency financial contribution. Any pre-financing provided to the partners and any interest generated by the pre-financing must be returned in full to the Agency within 30 (thirty) calendar days of notification of termination. Without prejudice to the right of the Agency to terminate the framework agreement, the remaining partners may propose appropriate solutions to the Agency to ensure implementation of the partnership including, where necessary, the accession to the framework agreement of another legal entity in accordance with the provisions of Article 1.2.6. The coordinator shall request an amendment to the framework agreement to make any changes necessary to ensure that the framework agreement is implemented properly.
- 1.2.6 The consortium may be enlarged to include other legal entities, which shall accede to the framework agreement by signing a request for accession (Form B set out in Annex IV). The Agency is deemed to have accepted a new legal entity as a partner in the consortium, if it does not object within 45 (forty-five) calendar days of receipt of the Accession Form. Any new partner shall comply with the conditions required by the applicable financial rules and/or other formalities that may be required by any other provision of this framework agreement, including those listed in Annex I.
- 1.2.7 Acceding legal entities referred to in Article 1.2.6 shall assume the rights and obligations of partners as established by the framework agreement, with effect from the date of their accession to the framework agreement, as specified in the duly completed and signed Form B. Partners leaving the consortium shall be bound by the provisions of the framework agreement regarding the terms and conditions applicable to the termination of their participation.

ARTICLE 1.3 - PROCEDURE FOR AWARD OF SPECIFIC GRANTS

- 1.3.1 The Agency shall consult the partners in order to obtain a proposal for an action in line with the objectives and priorities set out in Annexes I and II, outlining the main objectives to be met and tasks to be carried out as well as the financial criteria that the actions must satisfy if they are to qualify for the grant; The partners shall be free to submit a detailed proposal for an action plan to the Agency in response to the consultation carried out. The Agency shall be free to accept or refuse the proposal for an action plan submitted; it shall give the reasons for its decision.
- 1.3.2 Where the Agency decides to award a grant, it shall send to the coordinator a specific agreement for a grant for action, in accordance with the model in Annex III. 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.

- 1.3.3 By signing the specific agreement, the partners undertake to carry out the action under their 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.

ARTICLE 1.4 - DURATION

- 1.4.1 The framework agreement shall enter into force on the date when the Agency signs.
- 1.4.2 It shall be concluded for a period of 36 (thirty six) months starting from the date of its entry into force.
- 1.4.3 Specific agreements must be signed before the date when the framework agreement expires. Where the actions are carried out after this date, the terms of the framework agreement shall continue to apply to the implementation of the corresponding specific agreements.

ARTICLE 1.5 - FINANCING THE ACTIONS

- 1.5.1 Co-financing amounting to not less than 10% of the estimated total eligible costs of an action shall be required for each action for which an Agency grant is awarded.
- 1.5.2 The co-financing may be provided from the partners' own resources, income generated by the action or from other sources of external finance.

If considered necessary and appropriate, contributions in kind from third parties may be accepted as co-financing provided that the value calculated for such contributions does not exceed:

the costs actually borne and duly supported by accounting documents of the third parties who made these contributions to the partners free of charge but bore the costs;

the costs generally accepted on the market in question for the type of contribution concerned when no costs are booked to the third parties' accounts.

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

- 1.5.3 The provisions relating to the submission of the deliverables relating to the action and the arrangements for payment of the grant are set out in the specific agreement.

ARTICLE 1.6 - GENERAL ADMINISTRATIVE PROVISIONS

- 1.6.1 Any communication in connection with this framework agreement or a specific agreement shall be made, in writing, in paper or electronic format and shall bear the number of the agreement concerned.

Ordinary mail shall be deemed to have been received by the Agency on the date on which it is registered by the Agency.

Electronic communication must be confirmed by paper communication if requested by either party. The parties agree that electronic communication has full legal effect and is admissible as evidence in judicial proceedings.

Any communication is deemed to have been made when the receiving party receives it, unless this framework agreement refers to the date when the communication was sent,

Electronic communication is deemed to have been received by the receiving party on the date of dispatch of that communication, provided that it is sent to the e-mail address indicated below. The sending party must be able to prove the date of dispatch. In the event that the sending party receives a non-delivery report, it must take every effort to ensure that the other party actually receives the communication by electronic or normal mail. In such a case, the sending party is not held in breach of its obligation to send such communication within a specified deadline. Ordinary mail shall be deemed to have been received by the Agency on the date on which it is registered by the department responsible. Formal notifications are considered to have been received by the receiving party on the date of receipt indicated in the proof received by the sending party that the communication was delivered to the specified recipient.

Communications shall be sent to the following addresses:

For the Agency:

Cost statements and any other financial and legal information must be addressed to:

European Environment Agency
Ms Eva Carlson

Tel.:
E-mail:

Requests for payment indicating the reference number of the specific agreement concerned shall be addressed to:

Technical reports and all other correspondence must be addressed to:

European Environment Agency
Mr Ronan Uhel

Denmark
Tel:
E-mail:

For the coordinator:

Muséum National d'Histoire Naturelle
Dr Dominique Richard

France
Tel.:
E-mail:

- 1.6.2 Any change of contact details by either parties shall be communicated in writing to the other party.

ARTICLE 1.7 -LAW APPLICABLE AND COMPETENT COURT

- 1.7.1 Grants are governed by the terms of the framework agreement, specific agreements and applicable Union law, complemented when necessary, by the substantive law of Denmark.
- 1.7.2 If a dispute between the Parties cannot be settled amicably, any partner of the consortium may bring legal proceedings regarding decisions by the Agency concerning the application of the provisions of the above-mentioned agreements, and the arrangements for implementing them, before the General Court and, in the event of appeal, the Court of Justice of the European Union.

ARTICLE 1.8 - PROCESSING OF PERSONAL DATA

- 1.8.1 Processing of personal data by the Agency

Any personal data included in the framework agreement and specific agreements or related to these agreements and their implementation, shall be processed pursuant to 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 data¹. Such data shall be processed solely for the purposes of the implementation, management and monitoring of the framework agreement and specific agreements by the Agency, as well as for the purpose of protecting the financial interests of the EU, including checks, audits and investigations in accordance with Article 11.22. The Agency may in addition use the personal data of the partners (i.e. names, functions and contact details) for information and communication purposes. Such personal data will be kept for a maximum period of seven years following the signature of the corresponding grant agreement.

Any partner of the consortium shall have the right of access to his personal data, rectification of any such data that is inaccurate or incomplete and erasure of such data under the conditions stipulated in the legal framework in force. Should a partner have any queries concerning the processing of his personal data, he shall address them in writing to the Agency at DPO@eea.europa.eu.

¹ Currently under revision.

Any partner of the consortium shall have the right of recourse to the European Data Protection Supervisor' at any time.

1.8.41.- Processing of personal data by the partners

Where the framework agreement or specific agreements require the processing of personal data by the partners, they may act only under the written instructions of the data controller .

. The partners shall ensure that people processing the data are subject to a duty of confidence and that access to the data is limited to the staff strictly necessary for the implementation, management and monitoring of the framework agreement and any specific agreements implementing it. The partners shall assist the Agency to respond to requests for exercising rights of people whose personal data is processed, to meet its obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments and to demonstrate compliance with the data protection rules in force.

The partners undertake to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned including *inter alia* as appropriate:

- a) the pseudonymisation and encryption of personal data;
- b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- c): the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;

d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing. The partners undertake to delete or return all personal data to the Agency as requested at the end of the framework agreement and any specific agreement implementing it, ensure data portability, submit to audits and inspections related to data protection as well as inform the Agency immediately if the instruction provided infringes the rules in force or other data protection law of the EU or a Member State.

II - GENERAL CONDITIONS

PART A - LEGAL AND ADMINISTRATIVE PROVISIONS

ARTICLE 11.1- PERFORMANCE OBLIGATIONS

11.1.1 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 framework agreement and the specific agreements;
- (b) make appropriate internal arrangements to ensure the efficient implementation of the framework agreement and the specific agreements, and ensure that any agreement concluded between the partners to this end does not contradict the provisions of the framework agreement and the specific agreements. In accordance with Article 1.2.3, such agreements may, *inter alia*, specify the organisation of the work to be carried out, decision-making, business continuity, and dispute settlement procedures, and specify provisions concerning intellectual property rights within the limits established in this framework agreement;
- (c) inform the Agency of any event which may affect the implementation of the framework agreement and the specific agreements and the rights of the Agency and of any circumstance affecting the conditions of participation referred to in the financial rules and any requirements of the framework agreement, including any change of control;
- (d) provide all detailed data requested by the Agency for the purpose of the proper administration of the framework agreement and the specific agreements.

11.1.2 Each partner shall:

- (a) ensure that all information to be provided to the Agency is sent via the coordinator;
- (b) make appropriate arrangement for the proper performance of the work identified in the jointly agreed action plans referred to in Article 1.3.1 and attached to the specific agreements. To this end, the partner shall designate one or more persons who shall manage and monitor the work, ensure that the tasks assigned are correctly performed and inform the Agency of the name and contact details of the person designated and of any change of that information;
- (c) inform the Agency without delay of any event which might affect the implementation of the framework agreement and the specific agreements and the rights of the Agency;
- (d) provide the Agency and the European Court of Auditors directly with information requested in the framework of controls and audits, as provided for in Article 11.22;

- Ce) ensure that any agreements or contracts entered into between the partner and any subcontractor, or other third party, contain provisions extending the Agency's and the European Court of Auditors' right to audit any work carried out under the specific agreements for which costs are claimed from the Agency financial contribution;
- (f) undertake to ensure that the conditions applicable to the partner under Articles 11.9, 11.10, 11.11 and 11.12 are also applicable to any third party whose costs are claimed under the specific agreements by means of Article 11.19;
- (g) take part in meetings concerning the supervision, monitoring and evaluation of the framework agreement and the specific agreements as relevant;
- (h) take all necessary steps to avoid commitments that are incompatible with the obligations provided for in this framework agreement and inform the other partners and the Agency without delay of any unavoidable obligations which may arise during the performance of the framework agreement which may have implications for any of the partner's obligations under the framework agreement and the specific agreements;
- (i) carry out the jointly agreed action plan referred to in Article 1.3.1 and attached to the specific agreements 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 Agency is informed without delay if and when any eligibility criteria established by the financial rules cease 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 inform the Agency without delay of any situation which could lead to such a conflict of interest or to the perception of existence of such conflict of interest;
- (m) at the Agency's reasoned request, replace any member of personnel who (i) does not have the expertise required to perform the actions, or (ii) has caused disruption in carrying out the work assigned to him or her. The partner shall bear the cost of replacing its personnel and is responsible for any delay in performing the actions resulting from the replacement of personnel,

11.1.3 The coordinator shall:

- (a) ensure that the tasks identified in Articles 1.2.4 and 1.2.6 regarding accession to the framework agreement are carried out in a timely manner;
- (b) be the intermediary for communication between the partners and the Agency;
- (c) submit to the Agency the cost statements provided for in Article 11.19;

- (d) receive all payments made by the Agency to the consortium and allocate the Agency's financial contribution between the 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 the partners without unjustified delay;
- (e) keep accounts making it possible to determine at any time what portion of the Agency funds has been paid to each partner for the purposes of the actions;
- (f) upon request inform the Agency of the distribution of the funds and the date of the transfers to the partners.
- (g) "at the Agency's reasoned request, replace any member of personnel who (i) does not have the expertise required to perform the actions or (ii) has caused disruption in carrying out the work assigned to him or her. The coordinator bears the cost of replacing its personnel and is responsible for any delay in performing the actions resulting from the replacement of personnel.

11.1.4 The Agency shall:

- (a) monitor the scientific, technological and financial execution of the jointly agreed action plans referred to in Article 1.3.1 and attached to the specific agreements and ensure that its 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 deliverables of the actions within the periods indicated in the specific agreements and the annexes thereto;
- (c) maintain the confidentiality of information, data, reports, or other deliverables or knowledge communicated to it as confidential, in accordance with the provisions of Article 11.5.

ARTICLE 11.2 •... LIABILITY

- 11.2.1 The partners shall have sole responsibility for complying with any legal obligations incumbent on them.
- 11.2.2 The Agency may 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 implementation of an action for which a grant was awarded. Consequently, the Agency will not entertain any request for indemnity or reimbursement accompanying any such claim. 11.2.3 Except in case of force majeure, the partners shall make good any damage sustained by the Agency as a result of the execution or faulty execution of an action for which a grant was awarded.

11.2.4 The partners shall assume sole liability towards third parties, including for damage of any kind sustained by them while an action for which a grant was awarded is being carried out.

ARTICLE 11.3 - CONFLICT OF INTEREST

11.3.1 The partners undertake to take all the necessary measures to prevent any situation of conflicts of interest or professional conflicting interest, which could affect the impartial and objective implementation of the framework agreement and/or of the specific agreements. Such conflicts of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other shared interest. Professional conflicting interest is a situation in which a partner's previous or on-going professional activities affect its capacity to perform the framework agreement and/or of the specific agreements implementing it to an appropriate quality standard.

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

11.3.3 The partners shall ensure that their personnel, board and directors are not placed in a situation which could give rise to conflicts of interest. The partners shall pass on all the relevant obligations in writing to their personnel, board and directors as well as to third parties involved in the performance of the framework agreement and/or the specific agreements implementing it. A copy of the instructions given and the undertakings made in this respect shall be sent to the Agency should it so request.

11.3.4 The partners shall abstain from any contact likely to compromise their independence.

11.4.1 Unless stipulated otherwise in this framework agreement or in a specific agreement, ownership of the results of an action for which a grant was awarded, including industrial and intellectual property rights, and of the reports and other documents relating to it, shall be vested in the partner(s) concerned.

11.4.2 Where industrial and intellectual property rights, including rights of third parties, exist prior to the specific agreement being entered into ("pre-existing rights"), the partner(s) concerned shall establish a list which shall specify all rights of ownership and use in the pre-existing rights and disclose it to the Agency at the latest prior to the commencement of implementation. The partner(s) concerned shall ensure that they and their affiliated entities have all rights to use any pre-existing rights in implementation of the specific agreement.

11.4.3 Without prejudice to Articles 11.4.1 and 11.4.2, the partners grant the Agency the right to use the results of an action for the following purposes:

- (a) use for its own purposes and, in particular, making available to persons working for the Agency, other Union institutions, agencies and bodies and to Member State institutions, as well as copying and reproducing in whole or in part and in unlimited number of copies;
- (b) reproduction the right to authorise direct or indirect, temporary or permanent reproduction of the results by any means (mechanical, digital or other) and in any form, in whole or in part;
- (c) communication to the public: the right to authorise any display performance or communication to the public, by wire or wireless means; including making the results available to the public in such a way that members of the public may access them, from a place and at a time individually chosen by them; this right also includes communication and broadcasting by cable or by satellite;
- (d) distribution: the right to authorise any form of distribution of results or copies of the results to the public;
- (e) adaptation and translation;
- (f) giving access upon individual requests without the right to reproduce or exploit, as provided for by Regulation (EC) No 1049/2001 of the European Parliament and of the Council of 30.5.2001 regarding public access to European Parliament, Council and Commission documents;
- (g) storage in paper; electronic or other format;
- (h) archiving in line with the document management rules applicable to the Agency;
- (i) authorise or sub-licence the modes of exploitation set out in points (b) and (c) to third parties.

Additional rights of use for the Agency may be further specified in the specific agreements.

The partners shall warrant that the Agency has the right to use any pre-existing rights, which have been included in the results of an action. Unless specified otherwise in the Special Conditions or the specific agreements, those pre-existing rights shall be used for the same purposes and under the same conditions applicable to the rights of use of the results of the action.

Information about the copyright owner shall be inserted when the result is divulged by the Agency. The copyright information shall read: "© - year- name of the copyright owner. All rights reserved. Licensed to the European Environment Agency under conditions."

ARTICLE 11.5 - CONFIDENTIALITY

- 11.5.1 The Agency and the partners undertake to preserve the confidentiality of any document, information or other material directly or indirectly related to the subject

of the framework agreement and/or specific agreements that is duly classed as confidential if disclosure could, cause prejudice to any of the parties.

11.5.2 The Agency and the partners shall:

- (a) not use confidential information and documents for any purpose other than fulfilling their obligations under the framework agreement and/or the specific agreements without prior written agreement of the other party;
- (b) ensure the protection of such confidential information and documents with the same level of protection they use to protect their own confidential information and in no case exercise any less than reasonable care;
- (c) not disclose directly or indirectly confidential information and documents to third parties without prior written agreement of the other party.

11.5.3 The confidentiality obligations set out in Article 11.5.1 shall be binding on the Agency and the partners during the performance of the framework agreement and the specific agreements and for a period of five years starting from the date of the payment of the balance under the specific agreement concerned, unless:

- (a) the concerned party agrees to release the other party from the confidentiality obligations earlier;
- (b) the confidential information becomes public through other means than in breach of the confidentiality obligation through disclosure by the party bound by that obligation;
- (c) the disclosure of the confidential information is required by law.

11.5.4 Each partner shall obtain from any natural person with the power to represent them or take decisions on their behalf, as well as from third parties involved in the performance of the framework agreement and/or the specific agreements, an undertaking that they will comply with the confidentiality obligation set out in Article 11.5.1.

ARTICLE 11.6 - PUBLICITY AND VISIBILITY OF AGENCY'S FUNDING

11.6.1 Unless the Agency requests otherwise, any communication or publication by the partners about an action for which a grant was awarded, including at conferences, seminars or in any information or promotional materials (such as brochures, leaflets, posters, presentations, in electronic form, etc.) shall indicate that the action has received funding from the Agency.

Any communication or publication by the partners; in any form and medium, beyond that specified in Annex 1 ("description of the Action") to a specific agreement, shall require explicit authorisation by the Agency.

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

11.6.2 The partners authorise the Agency to publish the following information, in any form and medium; including via the internet:

(a) the partners' names and addresses;

(b) the subject and purpose of the grants awarded;

(c) the amount granted and the proportion of the actions' total costs covered by the funding.

Upon a reasonable and duly substantiated request by a partner, the Agency may agree to forego such publicity if disclosure of the information indicated above would risk compromising the partners' security or prejudicing their commercial interests.

ARTICLE 11.7 - EVALUATION

Whenever the Agency carries out an interim or final evaluation of an action's impact measured against the objectives of the Agency, the partners undertake to make available to the Agency and/or persons authorised by it all such documents or information as will allow the evaluation to be successfully completed and to give them the rights of access specified in Article 11.22.

ARTICLE 11.8 - SUSPENSION

11.8.1 The partners may suspend implementation of an action or any part of it if exceptional circumstances make this impossible or excessively difficult, notably in the event of force majeure. They shall inform the Agency without delay, giving all the necessary reasons and details and the foreseeable date of resumption.

11.8.2 If the Agency does not terminate the specific agreement under Article 11.2.2, the partners shall resume implementation once circumstances allow and shall inform the Agency accordingly. The duration of the action shall be extended by a period equivalent to the length of the suspension. In accordance with Article 11.14, the specific agreement shall be amended to extend the duration of the action and to make any changes that may be necessary to adapt the action to the new implementing conditions.

11.8.3 The Agency may suspend the implementation of an action or any part thereof or the implementation of the framework agreement or a payment, if it suspects or if it has evidence that a partner has committed substantial errors, irregularities or fraud in the award procedure or while implementing the framework agreement and/or the specific agreement or if a partner fails to comply with its obligations under those agreements. The partners shall have the right to provide observations within 30 (thirty) calendar days from receipt of the notification of suspension. The implementation of each action for which a specific grant has been awarded is deemed automatically suspended from the date on which the suspension of the implementation of the framework agreement takes effect.

ARTICLE 11.9 - FORCE MAJEURE

- 11.9.1 Force majeure shall mean any unforeseeable, exceptional situation or event beyond the parties' control that 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 or on the part of the subcontractors or affiliated entities, and proved 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.
- 11.9.2 A party faced with force majeure shall inform the other party in writing without delay, stating the nature, probable duration and foreseeable effects.
- 11.9.3 Neither of the parties shall be held in breach of their obligations under the framework agreement and the specific agreements if they are prevented from fulfilling them by force majeure. The parties shall make every effort to minimise any damage due to force majeure.
- 11.9.4 Actions being implemented at the time that the force majeure is incurred may be suspended in accordance with Article 11.8.

ARTICLE 11.10 :- AWARD OF CONTRACTS NECESSARY FOR THE IMPLEMENTATION OF THE ACTION (SUBCONTRACTING)

- 11.10.1 If the implementation of an action requires the partners to procure goods, works or services, they must award the contract to the tender offering best value for money or, as appropriate, to the tender offering the lowest price. In doing so, they must avoid any conflict of interests.
- 11.10.2 Contracts as referred to in Article 11.10.1 may be awarded only in the following cases:
- (a) they may only cover the execution of a limited part of the action;
 - (b) recourse to subcontracting must be justified having regard to the nature of the action and what is necessary for its implementation;
 - (c) the tasks concerned must be set out in the Annex of a specific agreement and the corresponding estimated costs must be set out in detail in the estimated budget for the action;
 - (d) any recourse to subcontracting while the action is under way, if not provided for in the description of the action, shall be subject to prior written approval by the Agency;
 - (e) the partner concerned shall retain sole responsibility for carrying out the action and complying with the terms of the framework agreement and the corresponding specific agreement. The partner concerned must undertake to make the necessary arrangements to ensure that the contractor waives all rights in respect of the Agency under the framework agreement and the specific agreements;

(f) the partner concerned must undertake to ensure that the conditions applicable under Articles 11.2, 11.3, 11.4, 11.5, 11.6, 11.7, 11.11, 11.20 and 11.22 of the framework agreement are also applicable to the contractor.

11.10.3 Partners that are "contracting authorities" within the meaning of Directive 2014/24/EU or "contracting entities" within the meaning of Directive 2014/25/EU must comply with the applicable national public procurement rules.

ARTICLE 11.11- ASSIGNMENT

11.11.1 Claims against the Agency may not be transferred.

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

11.11.3 In no circumstances shall such an agreement release the partners from their obligations to the Agency.

ARTICLE 11.12 - TERMINATION

11.12.1 Termination by the partners

The partners may terminate the framework agreement at any time by giving 60 (sixty) calendar days' written notice. Where they avail themselves of that right, they 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 partners may withdraw their request for a grant and terminate a specific agreement at any time by giving 60 (sixty) calendar days' written notice stating the reasons, without being required to furnish any indemnity on this account. If no reasons are given or if the Agency does not accept the reasons, the partners shall be deemed to have terminated this specific agreement improperly, with the consequences set out in Article 11.12.4.

11.12.2 Termination by the Agency

The Agency may decide to terminate the framework agreement at any time, without any indemnity on its part, by giving 60 (sixty) calendar days' written notice. Where the Agency avails itself of that right, it must honour the obligations arising from the implementation of any specific agreements, which have entered into force before the date when termination of the framework agreement takes effect, insofar as this implementation gives rise to reasonable expenditures foreseen in those specific agreements, except in the cases set out below.

The Agency may decide to terminate the framework agreement and/or the specific agreements being implemented or to terminate the participation of a partner, without any indemnity on its part, in the following circumstances:

- (a) in the event of a change to a partner's legal, financial, technical, organisational or ownership situation that is liable to affect the framework agreement and/or the specific agreements substantially or to call into question the decision to award the specific grant;
- (b) if a partner fails to fulfil a substantial obligation incumbent on him under the terms of the framework agreement and/or the specific agreements, including their annexes;
- (c) in the event of force majeure, notified in accordance with Article 11.9, or if the action has been suspended as a result of exceptional circumstances, notified in accordance with Article 11.8;
- (d) a partner or any person that assumes unlimited liability for the debts of that partner comes under any of the situations provided for in points (a) or (b) of Article 106 (1) of the Financial Regulation;
- (e) a partner or any related person comes under any of the situations provided for in points (c), (d), (e) or (f) of Article 106 (1) or comes under Article 106 (2) of the Financial Regulation;
- (f) where the Agency has evidence or seriously suspects a partner or any related entity or person of substantial errors, irregularities or fraud in the award procedure or the performance of the grant;
- (g) if a partner has made false declarations or submits reports inconsistent with reality to obtain the grant provided for in the specific agreement.

In the cases referred to in points (e) and (f) above, a related person shall mean any physical person with powers of representation, decision-making or control in relation to the partner. Any related entity shall mean in particular any entity, which meets the criteria laid down by Article 1 of the Seventh Council Directive No 83/349/EEC of 13 June 1983³.

11.12.3 Termination procedure

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

In the cases referred to in points (a), (b), (d), (e), (f) and (g) of Article 11.12.2, the partners shall have 30 (thirty) calendar days to submit their observations and take any measures necessary to ensure continued fulfilment of their obligations under the framework agreement and/or the specific agreements. If the Agency confirms acceptance of these observations by giving written approval within 30 (thirty) calendar days of receiving them, the termination procedure shall cease.

Where notice is given, termination shall take effect at the end of the period of notice, which shall start to run from the date when the Agency's decision to terminate the agreement is notified.

If notice is not given and in the cases referred to in points {cl, {dl, {el and {hl of Article 11.12.2, termination shall take effect from the day following the date when the Agency's decision to terminate the agreement is notified:

11.12.4 Effects of termination

In the event of termination of a specific agreement, payments by the Agency shall be limited to the eligible costs actually incurred by the partners up to the date when termination takes effect, in accordance with Article 11.18. Costs relating to agreed activities that are not due to be executed until after termination shall not be taken in1p account.

The partners shall have 60 (sixty) calendar days from the date when termination of a specific agreement takes effect, as notified by the Agency, to produce a request for final payment. If no request for final payment is received within this time limit, the Agency shall not reimburse the expenditure incurred by the partners up to the date of termination and it shall recover any amount if its use is not substantiated by the progress reports and cost statements approved by the Agency.

By way of exception, at the end of the period of notice referred to in Article 11.12.3, where the Agency is terminating a specific agreement on the grounds that the partners have failed to produce the final progress report and financial cost statements as stipulated in the agreement and have still not complied with this obligation within 30 (thirty) calendar days following the written reminder sent by the Agency by registered letter with advice of delivery or equivalent, the Agency shall not reimburse the expenditures incurred by the partners up to the date on which the action ended and it shall recover any amount if its use is not substantiated by the progress reports and cost statements approved by the Agency,

By way of exception, in the event of improper termination by the partners or termination by the Agency on the grounds set out in points {al, (d), {el, (fl, (g)) of Article 11:12.2, the Agency may require the partial or total repayment of sums already paid under a specific agreement on the basis of progress reports and cost statements approved by the Agency, in proportion to the gravity of the failings in question and after allowing the partners to submit their observations.

ARTICLE 11.13 - NON-COMPLIANCE WITH REPORTING OBLIGATIONS

The Agency may terminate the framework agreement or the specific agreement as provided for in Article 11.12.2(b) and may reduce the specific grant as provided for in Article 11.20.9 if the coordinator:

- (a) did not submit a request for interim payment or payment of the balance accompanied by the documents referred to in Articles 4.3 or 4.4 of the specific agreement within 60 [sixty] calendar days following the end of the corresponding reporting period; and

- (b) ,still fails to submit such a request within further ,30 (thirty) calendar days following a written reminder sent by the Agency.

ARTICLE 11.14 -AMENDMENTS

11.14.1 Any amendment to the framework agreement and/or a specific agreement must be made in writing.

11.14.2 An amendment 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 or a grant, or result in unequal treatment of applicants for framework agreements or grants,

11.14.3 If the request for amendment is made by the partners, they must send it to the Agency in good time before it is due to take effect and in the case of specific agreements, no later than 30 (thirty) calendar days before the expiry date of the action, except in cases duly substantiated by the partners and accepted by the Agency.

ARTICLE 11.15 - TECHNICAL COLLECTIVE RESPONSIBILITY

Technical implementation of the framework agreement and any 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 any specific agreement, and to carry out the work incumbent on a defaulting partner.

ARTICLE 11.16 - FINANCIAL COLLECTIVE RESPONSIBILITY

11.16.1 Should a specific agreement or the participation of a partner be terminated in accordance with Article 11.12.2, and the partner concerned does not honour the reimbursement of the amount due, the other partners will reimburse the amount due to the Agency,

11.16.2 The amount due to the Agency may not exceed the value of the contribution due to the partners as specified in the relevant specific agreement.

The amount to be recovered shall be allocated between the remaining partners other than those referred to in Article 11.16.3 in accordance with their pro rata share in the overall estimated budget of the action annexed to the specific agreement. This allocation shall be based on the relative weight of all these partners not excluded by Article 11.16.3, taking into account their share of the provisional costs as indicated in the estimated budget of the action annexed to the specific agreement. when pre-financing is to be recovered, and their share of accepted certified costs when a settled payment is to be recovered .

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

11.16.3 Articles 11.16.1 and 11.16.~ do not apply where the defaulting partner is a public law body, an international organisation or a partner whose participation in the action is guaranteed by a member country.

11.16.4 The partners are not collectively responsible for any amount owed by a defaulting partner for any breach discovered after the final implementation date of the action.

PART B - FINANCIAL PROVISIONS

ARTICLE 11.17 - ELIGIBLE COSTS

11.17.1 Eligible costs of the action are costs actually incurred by the partners and which meet the following criteria:

- (a) they are incurred during the duration of the action as specified in Article 2 of a specific agreement, with the exception of costs relating to the reporting, review or evaluation requirements of this framework agreement;
- (b) they are indicated in the estimated overall budget annexed to the specific agreement;
- (c) they are necessary for the implementation of the action which is the subject of the grant;
- (d) they are identifiable and verifiable, in particular being entered in the accounting records of the partners 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 partners;
- (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 partners' accounting and internal auditing procedures must permit direct reconciliation of the amounts declared, including any revenue and in kind contributions, under the action with the corresponding amounts recorded in its accounting statements and indicated in the supporting documents.

No cost may be charged to more than one of the eligible cost categories referred to in Articles 11.17.2 and 11.17.3.

The eligible costs consist of direct costs and indirect costs.

11.17.2 The eligible direct costs of an action are those costs which, with due regard to the conditions of eligibility set out in Article 11.17.1, are identifiable as specific costs directly linked to the implementation of the action and which can therefore be booked to it directly. In particular, the following direct costs are eligible, provided that they satisfy the criteria set out in Article 11.17.1:

- (a) The cost of personnel assigned to the action, comprising actual salaries plus social security charges and other statutory costs included in the remuneration, insofar that their costs are in line with the partners usual policy on remuneration, provided this policy is regarded as acceptable by the Agency.

Only the costs of the actual hours worked by persons directly carrying out the work under the action may be claimed. Such persons must be directly employed

by the partner in accordance with national legislation and be under the technical supervision of the latter.

The costs of natural persons working under a contract with the partner other than an employment contract or who are seconded to the partner by a third party against payment may also be included under such staff costs, provided that the following conditions are fulfilled:

- (i) the person works under conditions similar to those of an employee (in particular regarding the way the work is organised, the tasks that are performed and the premises where they are performed);
- (ii) the result of the work belongs to the partner (unless exceptionally agreed otherwise); and
- (iii) the costs are not significantly different from the costs of staff performing similar tasks under an employment contract with the partner.

All the working time charged to the action must be recorded throughout the duration of the action, or, in the case of the coordinator, no later than 60 (sixty) calendar days after the date when implementation of the action ended. The partners shall be able to provide documentation of the working time, for instance time sheets, upon request by the Agency.

- (b) Travel and subsistence costs for personnel taking part in the action, insofar that they are in line with the partner's usual practices on travel, provided that these are regarded as acceptable by the Agency.

The prior approval of the Agency shall be required for any destination outside the territory of the Agency's member countries, unless such a destination is provided for in the specific agreement.

- (c) The purchase cost of equipment (new or second hand) as recorded in the partner's accounting statements provided that this is written off in accordance with the international accounting standards and the partner's usual accounting practices and it has been purchased in accordance with Article 11.10. The costs of renting or leasing equipment or other assets are also eligible, provided that these costs do not exceed the depreciation costs of similar equipment or assets and are exclusive of any finance fee.

Only the portion of the equipment's purchase, rental or lease costs corresponding to the implementation period set out in the specific agreement concerned and the rate of actual use for the purposes of the action may be taken into account when determining the eligible costs. By way of exception, the specific agreement may provide for the eligibility of the full cost of purchase of equipment, if this is justified by the nature of the action and the context of the use of the equipment or assets.

- (d) Costs entailed by other contracts awarded by the partner for the purpose of carrying out the action, provided that the conditions laid down in Article 11.10 are met.

The partner shall ensure that subcontracts include an obligation for the subcontractors to submit invoices making reference to the action and providing a detailed description 'of the tasks concerned.

- (e). Costs related to the organisation of meetings for the purpose of the action. These costs may include reimbursement of travel and subsistence costs of participants that are not employed by the partner, provided they are in line with the partner's usual policy and that this policy is regarded as acceptable by the Agency.
- (f) Other specific costs arising directly from requirements imposed by the framework agreement or the specific agreement, such as dissemination of information, specific evaluation of the action, audits, translations, reproduction, provided that the corresponding services are purchased in accordance with Article 11.10.1;
- (g) Other costs entailed by the action, subject to the prior written approval of the Agency, unless provided for in the estimated budget of the action annexed to a specific agreement;
- (h) Duties, taxes and charges paid by the partner, notably value added tax (VAT), provided that they are included in eligible direct costs, and unless specified otherwise in the specific agreement. VAT shall constitute direct eligible cost, where it is not recoverable under the applicable national VAT legislation and is paid by a partner other than a non-taxable person as defined in the first subparagraph of Article 13(1) of Council Directive 2006/112/EC⁴. VAT shall be considered as not recoverable if according to national law it is attributable to any of the following activities: (i) exempt activities without right of deduction; (ii) activities which fall outside the scope of VAT; (iii) activities, as referred to in points (i) or (ii), in respect of which VAT is not deductible but refunded by means of specific refund schemes or compensation funds not foreseen by Directive 2006/112/EC, even if that scheme or fund is established by national VAT legislation. VAT relating to the activities listed in Article 13(2) of Directive 2006/112/EC shall be regarded as paid by a beneficiary other than a non-taxable person as defined in the first subparagraph of Article 13(1) of that Directive, regardless of whether these activities are regarded by the Member State concerned as activities engaged in by bodies governed by public law acting as public authorities.

11.17.3 The eligible indirect costs for an action are those costs which, with due regard to the conditions of eligibility set out in Article 11.17.1, are not identifiable as specific costs directly linked to implementation of the action which can be booked to it directly, 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.

A partner may charge indirect costs calculated as a flat-rate amount of 20% of all eligible direct costs referred to in Article 11.17.2 with the exception of point (d). A

⁴ Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax (OJ L 347, 11.12.2006, p.1)

partner may request a lower percentage when this is required, for instance, by his internal rules.

If a specific agreement contains a provision on entities affiliated to the partners, costs incurred by such an entity are eligible, if they meet the requirements of Article 11.17, as these apply to the partners and the partner to which the entity is affiliated ensures that the conditions applicable to the partner under Articles 11.2, 11.3, 11.5, 11.6, 11.10, 11.22 are also applicable to the affiliated entity.

11.17.4 The following costs shall not be considered eligible:

- (a) Return on capital;
- (b) Debt and debt service charges;
- (c) Provisions for losses or potential future liabilities;
- (d) Interest owed;
- (e) Doubtful debts;
- (f) Exchange losses;
- (g) Deductible VAT;
- (h) Costs declared by the partner and covered by another action or work programme receiving a Union grant;
- (i) Excessive or reckless expenditure;
- (j) Marketing, sales and distribution costs for products and services.

11.17.5 Contributions in kind shall not constitute eligible costs with the exception specified in Article 1.5.2 in regard to co-financing made entirely or in part of contributions in kind.

- In the case of co-financing in kind, a financial value shall be placed on the contributions and it shall be presented separately in the estimated budget to reflect the total resources allocated to the action. Contributions in kind shall comply with national tax and security rules. The partners shall undertake to obtain these contributions as provided for in the specific agreements.

11.17.6 Partners shall be authorised to transfer between themselves maximum 10% of the amount allocated to any given partner in the indicative breakdown of estimated eligible costs annexed to the specific agreement. The partners shall inform the Agency, through the coordinator, of such transfers. Any other transfers between partners shall be properly substantiated and require the prior written approval by the Agency.

11.17.7 Each partner shall be authorised to transfer the budget set out in the indicative breakdown of estimated eligible costs between cost categories, in compliance with the provisions of Article 11.17.6, including the maximum percentage for the transfer,

provided the Agency is informed. However, he shall not be required to obtain the agreement of the other partners.

ARTICLE 11.18 - JUSTIFICATION OF COSTS

Eligible costs shall be reimbursed where they are justified by the partner. To this end, the partner shall maintain, on a regular basis and in accordance with the normal accounting conventions of the country in which he is established, the accounts for the action and appropriate documentation to support and justify in particular the costs and time reported in the cost statements. This documentation must be precise, complete and actual.

ARTICLE 11.19 - COST STATEMENTS

11.19.1 The partners shall submit cost statements expressed in euro, or, for partners established outside the Eurozone, in national currency and in euro, in the format specified in Annex IV. Any conversion of actual costs into euro shall be made at the monthly accounting rate established by the Commission and published on its website" applicable on the day when the cost was incurred or applicable in the month of submission of the cost statement to the Agency. The model chosen for the first-cost statement shall be applicable for the duration of the framework agreement.

No account shall be taken of exchange gains or losses between the submission of the cost statement and the receipt of any payment.

Partners shall submit their cost statements to the Agency through the coordinator who shall in addition submit the corresponding integrated cost statements in euro in the format specified in Annex IV.

Cost statements, including the integrated cost statement, shall be submitted to the Agency within 30 (thirty) calendar days of the end of the period covered by the cost statement. The final cost statement, including the integrated cost statements, shall be submitted to the Agency within 60 (sixty) calendar days of the end of the duration of the action.

The Agency reserves the right to withhold part or, exceptionally, all of the payment of the Agency financial contribution and/or to terminate the framework agreement or a specific agreement pursuant to Article 11.13 of the framework agreement, in case of failure to submit a cost statement or other deliverable of the action.

11.19.2 The Agency may suspend the period for payment laid down in Article 4 of a specific agreement at any time by notifying the partners that the 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 cost statement are not eligible and additional checks are being conducted,

The Agency shall inform the partners of any such suspension by registered letter with advice of delivery or equivalent. Suspension shall take effect on the date when notice is sent by the Agency. The remaining payment period shall start to run again from the

date when a properly constituted request for payment is registered, when the supporting documents requested are received, or at the end of the suspension period as notified by the Agency.

11.19.3 On expiry of the period for payment specified in Article 4 of a specific agreement, and without prejudice to Article 11.19.2, the partners may, within 60 (sixty) calendar days following the date of receipt of a late payment, request payment of interest on the late payment at the rate applied by the European Central Bank for its refinancing operations in euro ("the reference rate"), plus 3.5 (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 or bodies.

Interest on late payment shall cover the period from the final date for payment, exclusive, up to the date of payment as defined in Article 11.19.1, inclusive. The interest shall not be treated as a receipt for the purposes of determining the final grant. The suspension of payment by the Agency may not be considered as late payment.

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

11.19.4 The partners shall have 60 (sixty) calendar days from the date of notification by the Agency of the final amount of the grant determining the amount of the payment of the balance or the recovery order pursuant to Article 11.22, or, failing that; from the date on which the payment of the balance was received, to request information in writing at the determination of the final grant, giving reasons for any disagreement. Any such request submitted after the above-mentioned time limit will not be considered. The Agency undertakes to reply in writing within 60 (sixty) calendar days following the date on which the request for information is received, giving reasons for its reply. This procedure is without prejudice to the partners' right to appeal against the Agency's decision pursuant to Article 1.7. Under the terms of Union legislation in this matter, such appeal must be lodged within 2 (two) months following the notification of the decision to the partners, or, failing that, following the date on which the partners learned of the decision.

ARTICLE 11.20 - THE AGENCY FINANCIAL CONTRIBUTION

11.20.1 The Agency shall make its contribution to the partners under the following cumulative conditions:

- (a) the contribution is based on the reimbursement of eligible costs claimed by the partners and their affiliated entities through the coordinator and
- (b) on the basis of cost statements provided by each partner.

11.20.2 At the time of the submission of the last cost statement, the final amount of the Agency financial contribution will be established taking into account all amounts which the partners have already received.

11.20.3 Partners subject to the provisions of the state aid framework on cumulating public funding must ensure that they comply with its provisions,

11.20.4 Where an action has not effectively commenced within 90 (ninety) calendar days of the payment of the pre-financing, the Agency may:

(a) determine to add interest on the pre-financing from its payment until the effective commencement date of the action at the rate applied by the European Central Bank for its main refinancing operations in euro, or

(b) require the reimbursement of the pre-financing together with such interest.

11.20.5 All payments shall be treated as pre-financing until acceptance of the final progress report and final cost statement.

11.20.6 The total amount paid to the partners by the Agency 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 eligible costs exceed the estimated total eligible costs specified in the same Article.

11.20.7 If the actual eligible costs at the end of the action are lower than the estimated total eligible costs, the Agency financial contribution shall be limited to the amount obtained by applying the reimbursement rate agreed in the specific agreement to the actual eligible costs approved by the Agency.

11.20.8 The partners hereby agree that the grant shall be limited to the amount necessary to balance the receipts and the expenditure of the action.

Receipts shall mean any income generated by the action and any in-kind contributions.

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 coordinator, for financing other than the Agency grant, to which shall be added the amount of the grant determined by applying the principles laid down in Articles 11.20.6 and 11.20.7. For the purposes of this Article, only actual costs of the action falling within the cost 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 resources other than the Agency contribution.

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

11.20.9 Without prejudice to the right to terminate a specific agreement pursuant to Article 11.12.2, if the action is not implemented or is implemented poorly, partially or late, the Agency may reduce the grant initially provided for in line with the actual implementation of the action on the terms laid down in this framework agreement.

11.20.10 On the basis of the amount of the final grant determined in this way and of the aggregate amount of the payments already made under the terms of the specific agreement, the Agency shall set the amount of the payment of the balance as being

the amount still owing to the partners. Where the aggregate amount of the payments already made exceeds the amount of the final grant, the Agency shall issue a recovery order for the surplus.

11.20.11 The Agency undertakes to pay sums due pursuant to a specific agreement within the period for payment laid down in Article 4 of the specific agreement from the date on which the Agency approved or should have approved the report or reports and/or other deliverables ("the date of approval") to the date on which the Agency account is debited.

This payment period may be suspended by the Agency in accordance with the provisions of Article 11.19.2, and the partners may claim interest for late payment in accordance with the provisions of Article 11.19.3 at the rate applied by the European Central Bank to its refinancing operations in euro, plus 3.5 (three and a half) point.

ARTICLE 11.21- RECOVERY

11.21.1 If any amount is unduly paid to the partners or if recovery is justified under the terms of the framework agreement or a specific agreement, the partners undertake to repay the Agency the sum in question on whatever terms and by whatever date it may specify.

11.21.2 If the partners fail to pay by the date, set by the Agency, the sum due shall bear interest at the rate indicated in Article 11.19.3. Interest on late payment shall cover the period between the date set for payment, exclusive, and the date when the Agency 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.

11.21.3 If payment has not been made by the due date, sums owed to the Agency may be recovered by offsetting them against any sums owed to the partners, after informing them accordingly by registered letter with advice of delivery or equivalent, or by calling in any financial guarantee provided in accordance with the terms of a specific agreement. In exceptional circumstances, justified by the necessity to safeguard the financial interests of the Union, the Agency may recover by offsetting before the due date of the payment. The partners' prior consent shall not be required.

11.21.4 Bank charges occasioned by the recovery of the sums owed to the Agency shall be borne solely by the partners.

11.21.5 The partners understand that, under Article 299 of the Treaty on the Functioning of the European Union (TFEU), the Agency may adopt an enforceable decision formally establishing an amount as receivable from persons other than States. An action may be brought against such decision before the General Court pursuant to Article 263 of the TFEU.

ARTICLE 11.22 - CHECKS AND AUDITS

11.22.1 Technical or financial checks or audits and interim or final evaluations

The Agency may, during the implementation of an action or afterwards, carry out technical or financial checks and audits in relation to the usage of the grant. Information and documents provided in the framework of checks and audits shall be treated on a confidential basis.

In addition, the Agency may carry out interim or final evaluations of the impact of the actions against the Agency's objectives.

Checks, audits or evaluations made by the Agency may be carried out either directly by its own staff or by any other outside body authorised to do so on its behalf. Such checks, audits or evaluations may be initiated during the implementation of a specific agreement and for a period of 5 (five) years starting from the date of payment of the balance for the action concerned. The check, audit or evaluation procedure shall be deemed to be initiated on the date of receipt of the letter from the Agency announcing it.

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

11.22.2 Duty to keep documents

The partners shall keep all original documents, especially accounting and tax records, stored on any appropriate medium, including digitalised originals when they are authorised by their respective national law and under the conditions laid down therein, for a period of 5 (five) years starting from the date of payment of the balance. This period shall be longer if there are on-going audits, appeals, litigation or pursuit of claims. In such cases, the partners shall keep the documents until such audits, appeals, litigation or pursuit of claims are closed.

11.22.3 Obligation to provide information

Where a check, audit or evaluation is initiated before the payment of the balance of the grant, the coordinator shall provide any information, including information in electronic format, requested by the Agency or by any outside body authorised by it. Where appropriate, the Agency may request such information to be provided directly by a partner.

Where a check or audit is initiated after the payment of the balance of the grant, such information shall be provided by the partner(s) concerned.

If the partner concerned does not comply with the obligations set out in the first and second subparagraphs, the Agency may consider any cost insufficiently substantiated by information provided by the partner as ineligible.

11.22.4 On-the-spot visits

During an on-the-spot visit, the partners shall allow the Agency staff and outside personnel authorised by the Agency to have access to the sites and premises where the action is or was carried out, and to all the necessary information, including information in electronic format.

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

If the partner concerned does not comply with the obligations set out in the first and second subparagraphs, the Agency may consider any cost insufficiently substantiated –y information provided by the partner as ineligible.

11.22.5 Contradictory audit procedure

On the basis of the findings made during the audit, a provisional report ("draft audit report") shall be drawn up. It shall be sent by the Agency or its authorised representative to the partner(s) concerned, who shall have 30 (thirty) calendar days from the date of receipt to submit observations. The final report ("final audit report") shall be sent to the partner(s) concerned within 60 (sixty) calendar days of expiry of the time limit for submission of observations.

11.22.6 Effects of audit findings

On the basis of the final audit findings, the Agency may take the measures, which it considers necessary, including recovery in accordance with Article 11.21 of all or part of the payment made by it.

Where, on the basis of an audit of other grants awarded to a partner under similar conditions, the partner is found to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on the grant being considered, the Agency may take, within the period referred to in Article 11.22.1, all measures which it considers necessary, including recovery in accordance with Article 11.21 of all or part of the payments made by it under the specific agreement being considered.

In the case of final audit findings made after the payment of the balance, the amount to be recovered shall correspond to the difference between the revised final amount of the grant, determined in accordance with Article 11.20, and the total amount paid to the partners under the specific agreement being considered.

11.22.7 Checks and inspection by the European Anti-Fraud Office

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

By virtue of Council Regulation (EC, EURATOM) No 2185/96 of 11.11.1996 concerning on-the-spot checks and inspection carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities, and Regulation (EU, EURATOM) No 883/2013 of the European Parliament and of the Council of 11.9.2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF), OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against fraud and other irregularities. Where appropriate, OLAF findings may lead to recovery by the Agency. Moreover, findings

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

11.22.8 Checks and audits by the European Court of Auditors

The European Court of Auditors shall have the same rights as the Agency, notably right of access, for the purpose of checks and audits.

SIGNATURES

For the Consortium;
Muséum National d'Histoire Naturelle,
Mr Bruno David,
Président

For the European Environment Agency,
Dr Hans Bruyninckx,
Executive Director

Signature: _____;

Done at Paris, on

Signature:

Done at Copenhagen, on

In duplicate in English

ANNEX III to the Framework Partnership Agreement

DRAFT SPECIFIC AGREEMENT No [Complete]

Implementing the Framework Partnership Agreement
concerning the European Topic Centre on
Biological Diversity (2019-2021)

This specific agreement is concluded between:

The European Environment Agency (hereinafter referred to as "the Agency"), which is represented for the purpose of the signature of this specific agreement by Rónan Uhl, Head of Programme for Natural systems and sustainability,

on the one part,

and, the consortium consisting of:

Muséum National d'Histoire Naturelle (MNHN), established in France, 57, rue Cuvier, 75231 Paris cedex 5, the partner acting as coordinator of the consortium (hereinafter referred to as the "coordinator"), which is represented for the purpose of signature of this specific agreement by Mr Bruno David, Président,

Composed, in addition by,

Umweltbundesamt GmbH (UBA), established in Austria, Spittelauer Lände 5, 1090 Vienna, represented by Ms Monika Märth, MAS, Managing Director and Mag. Georg Rebernik, Managing Director,

Ecologic – Institut gemeinnützige GmbH (Ecologic), established in Germany, Pfalzburger Strasse 43-44, Berlin, represented by Dr Camilla Bausch, Scientific Director and C.E.O,

Institute of landscape Ecology of the Slovak Academy of Sciences (ILE-SAS), established in Slovakia, Štefánikova 3, P.O. Box 254, 814 99 Bratislava, represented by Dr Zita Izakovičová, Director,

JNCC SupportCo (JNCC), established in the United Kingdom, Monkstone House, City Road, PE1 1UY Peterborough, represented by David Burton, Finance Manager,

Stichting Naturalis Biodiversity Center (Naturalis), established in The Netherlands, Darwinweg 2, 2333 CR Leiden, represented by Edwin J.F.B. van Huls, General Director,

.. Nature Conservation Agency of the Czech Republic (NCA CR), established in Czech Republic, Kaplanova 1931, 148 00 Praha 11, Chodov, represented by Dr František Peleš, Director,

Space4Environment sárl (S4E), established in Luxembourg, 48 rue Gabriel Lippmann, 6947 Niederanven, represented by Stefan Kleeschulte, Managing Director,

Sveriges Lantbruksuniversitet (SLU), established in Sweden, Almas allé S, Box 7070, 750 07 Uppsala, represented by Lena Tranvåg, Head of Unit Swedish Species Information Centre,

Universidad Rey Juan Carlos (URJC), established in Spain, Calle Tulipán s/n, 28933 Móstoles-Madrid, represented by Javier Ramos López, Rector,

Stichting Wageningen Research, Wageningen Environmental Research (WENR), established in The Netherlands, Droevendaalsesteeg 3, 6708 PB Wageningen, represented by Prof. Dr. Ir. Louise O. Fresco, President Executive Board, and I.A.C. Budiwaldt MBA, Member Executive Board,

hereinafter collectively referred to as "the partners" and provided that they have acceded to the framework agreement in accordance with Article 1.2.4 of OCP/EEA/ISS/18/001-ETC/BD (hereinafter referred to as the framework agreement);

unless otherwise specified, references to "partner" and "partners" include the coordinator, represented for the purpose of the signature of this specific agreement by Mr Bruno David, Président, by virtue of the powers of attorney attached to the framework agreement,

of the other part,

hereinafter collectively referred to as "the Parties",

HAVE AGREED

To the specific agreement and the following annexes, which form an integral part of the specific agreement:

Annex 1- Description of the action

Annex 2 - Estimated budget of the action

ARTICLE 1- PURPOSE

- 1.1 The specific agreement is concluded in the context of the partnership established between the parties. It is drawn up in accordance with the relevant terms of the framework agreement concluded between the Agency and the partners on [P. qt.].
- 1.2 The Agency has decided to award a grant, under the terms and conditions set out in this specific agreement and the framework agreement, of which the parties hereby declare that they have taken note and accept, for the action entitled [f6.mp:l, -t-] ("the action") as described in Annex 1.
- 1.3 By signing the specific agreement, the partners accept the grant and undertake, acting under their own responsibility, to do everything in their power to carry out the action as described in Annex 1, in accordance with the terms and conditions of the above-

mentioned framework agreement applicable to the implementation of this specific agreement.

ARTICLE 2 - DURATION OF THE ACTION

The action shall begin on [Date] ("the starting date of the action").

The action shall last for [Complete in figures and words] months [and may not exceed [Date]] from the starting date,

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

ARTICLE 3 - FINANCING THE ACTION

3.1 The total cost of the action is estimated at EUR [Complete in figures and words], as shown in the estimated budget in Annex 2. The estimated budget shall give a detailed breakdown of the costs that are eligible for Agency funding under the terms of Article 11.17 of the framework agreement, of any other costs that the action may entail, and of all receipts, so that receipts and costs balance.

3.2 The total eligible costs of the action for which the Agency grant is awarded are estimated at EUR [Complete in figures and words], as shown in the estimated budget in Annex 2.

Indirect costs are eligible for flat-rate funding of 20% of the total direct costs eligible, subject to the conditions laid down in Article 11.17.3 of the framework agreement.

3.3 The Agency shall contribute the equivalent of [Complete in figures and words] % of the estimated total eligible costs indicated in Article 3.2, to a maximum of EUR [Complete in figures and words]. The final amount of the grant shall be determined as specified in Article 11.20 of the framework agreement, without prejudice to the provisions of Article 11.22 thereof.

ARTICLE 4 - PAYMENT ARRANGEMENTS⁶

4.1 Pre-financing

Within 30 (thirty) calendar days of the date when the Agency signs the agreement, a pre-financing payment of EUR [Complete in figures and words] shall be made to the partners, through the coordinator, representing [Complete] % of the maximum amount of the grant specified in Article 3.3.]

4.2 Second pre-financing?

⁶ These provisions shall be tailored according to the nature and the scope of the action.

⁷ The payment arrangements for the grant for an action may foresee both a second pre-financing and an interim payment. These types of payments are mutually exclusive.

The partners may request, through the coordinator, a second pre-financing provided that at least 70% of the first pre-financing payment has been used up. In the event where less than 70% of the first pre-financing has been used up, the amount of the second pre-financing payment shall be reduced by the unused amounts of the first pre-financing payment.

The aggregate amount of the pre-financing payments shall represent 80% of the maximum amount of the grant specified in Article 3.3.

The request for payment of the second pre-financing shall be accompanied by a progress report on the action's implementation and the statement of the eligible costs actually incurred for the relevant reporting period drawn up in accordance with the provisions of Articles 11.18 and 11.19 of the framework agreement using the template provided in Annex IV thereof.

The Agency shall have 60 (sixty) calendar days to approve or reject the progress report and cost statements and to pay the second pre-financing, or request additional supporting documents or information. This period may be suspended by the Agency in accordance with the provisions of Article 11.19.2 of the framework agreement]

[4.3 Interim payment

The request for interim payment shall be accompanied by a progress report on the action's implementation [and] an interim statement of the eligible costs actually incurred for the relevant reporting period [and if certificate on the financial statements and underlying accounts produced by an approved external auditor], drawn up in accordance with the provisions of Articles 11.18 and 11.19 of the framework agreement, using the template provided in Annex IV thereof. The amount of the interim payment may not exceed [Complete] % of the maximum amount of the grant specified in Article 3.3-

The Agency shall have 60 (sixty) calendar days to approve or reject the progress report and interim cost statements and to make the interim payment, or request additional supporting documents or information. This period may be suspended by the Agency in accordance with the provisions of Article 11.19.2 of the framework agreement.]

[4.4 Payment of the balance

Upon completion of the action, a payment representing the balance of the grant determined in accordance with Article 12.0 of the framework agreement shall be made to the partners, through the coordinator.

The request for payment of the balance shall be accompanied by a final progress report and a final statement of the eligible costs actually incurred including, where relevant, corrections on costs reported for the previous reporting period, drawn up in accordance with the provisions of Articles 11.18 and 11.19 of the framework agreement, using the template provided in Annex IV thereof.

The Agency shall have 60 (sixty) calendar days to approve or reject the final progress report and final cost statements and to pay the balance of the grant, or to request additional supporting documents or information. This period may be suspended by

the Agency in accordance with the provisions of Article 11-19.2 of the framework agreement].

ARTICLE 5 - REPORTING

- 5.1 The progress reports, cost statements and any other documents referred to in Article 4 and in Article 11.19 of the framework agreement shall be submitted in English, [in the format provided by the Agency], in electronic form and in one original, to the addresses specified in Article 1.6.1 of the framework agreement.
- 5.2 The progress report and [interim] cost statements, covering the period from the starting date of the action to month [-] shall be submitted within 30 (thirty) calendar days of the end of the reporting period in question.
- 5.3 The final progress report covering the whole duration of the action and final cost statements shall be submitted within 60 (sixty) days of the end of the duration of the action as specified in Article 2.

ARTICLE 6 - BANK ACCOUNT

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

Name of the bank: Trésor Public
Address of the bank:
Account holder:
IBAN account code:
BIC/SWIFT code:

[ARTICLE 7 - ADDITIONAL SPECIAL CONDITIONS⁸

[The following additional special conditions apply to this specific agreement:]

- 7.1 Ownership and use of the results of the action

In addition to the provisions of Article 11.4.3 of the framework agreement, the partners shall warrant that the Agency has the right(s) to:

[(...) communicate the results of the action by [insert other types of communication not specified in the General Conditions].]

[(...) [edit] [or] [re-write in another way] the results of the action, including [shortening] [summarising] [modifying the content], [correcting technical errors in the content] [insert other as appropriate].]

[(...) [edit], [insert [meta-data], [legends [or] [other graphic], [visual], [audio] [or] [word] elements] [insert other as appropriate] [in] the results of the action];]

⁸ This provision is optional and shall be deleted if appropriate.

[(...) [extract a part (e.g. audio or video files) of], [divlde into parts] [or] [compile] the results of the actio'n];]

[(...) prepare derivative works of the results of the action;]

[(...) [translate], [insert subtitles in], [dub] the results of the action in:
[English], [French], [German]
[all official languages of the Urrion]
[languages of the Agency member countries]
[list other languages as appropriate];]

[(...) authorise or sub-licence the modes of exploitation set out in point(s) [.. .'] above to third parties.] .

[The Agency shall have the rights of use specified [in the General Conditions] [and] [in point(s) [...] above] [for a period of [...] [for the whole duration of the industrial and intellectual property right(s) concerned].]

SIGNATURES

For the Consortium,
Muséum National d'Histoire Naturelle
Bruno David,
Président

For the European Environment Agency,
Martin Adams,
Acting Head of Programme

Signature: _____

Done at Paris, on

Signature: _____

Done at Copenhagen, on

In duplicate in English

ANNEX IV to the Framework partnership agreement

FORM A - Accession to Framework partnership agreement No

OCP /EEA/NSS/18/001-ETC/BD

*[To be filled in by **each** partner identified in the Framework Partnership Agreement]*

[Official name of the partner in full, represented for the purpose hereof by [person legal/ authorised to act on behalf of the legal entity: name in full and function] or [his/her] a authorised representative, acting as legally authorized representative, established in [official address in full]; hereby consents to become a partner to the above Framework Partnership Agreement signed between the European Environment Agency and Muséum National d'Histoire Naturelle (MNHN), established in France, 57, rue Cuvier, 75231 Paris cedex 5, and accepts, in accordance with the provisions of the aforementioned framework agreement, all the rights and obligations of a partner.]

Done in 3 copies, of which one shall be kept by the coordinator, one by *[name of the partner]*, and the third be sent to the Agency by the coordinator in accordance with Article L2.4 of the framework agreement.

For the partner:

[Official name of the partner in full]

[Forename/surname/function of the legally authorized representative]

Signature:

Date:

For the coordinator:

Muséum National d'Histoire Naturelle (MNHN)

Mr Bruno David, Président

Signature:

Date:

**FORM B - Request for accession of a new partner to
Framework partnership agreement No**

OCP/EEA/NSS/18/001 -ETC/BD

*[To be filled in by **each new legal entity** applying to become partner]*

[Official name of the proposed partner in full], represented for the purpose hereof by [person] legally authorised to act on behalf of the legal entity: name in full and function] or [his/her] authorised representative, acting as legally authorized representative, established in [official address in full], hereby requests to become a partner to the above Framework Partnership Agreement signed between the European Environment Agency and Muséum National d'Histoire Naturelle (MNHN), and accepts, in accordance with the provisions of the aforementioned framework agreement, all the rights and obligations of a partner starting as from [date], should the Agency not oppose to this request within 45 (forty-five) calendar days upon its receipt.

Muséum National d'Histoire Naturelle (MNHN), represented for the purpose hereof by Mr Bruno David, President, or his authorised representative, acting as legally authorized representative, established in France, 7, rue Cuvier, 75231 Paris cedex 5, hereby certifies as representative of the partners to the above Framework Partnership Agreement that the consortium proposes and agrees to the accession of *[official name of the proposed partner in full]* to the aforementioned agreement as partner.

Enclosures: . Justification for the selection of the proposed partner including description of the work to be performed

Done in 3 copies, of which one shall be kept by the coordinator, one by *[official name of the proposed partner]*, and the third sent to the Agency by the coordinator in accordance with Article 1.2.6 of the framework agreement.

For the partner:

[Official name of the proposed partner in full]

[Forename/surname/function of the legally authorised representative]

Signature:

Date:

For the coordinator:

Muséum National d'Histoire Naturelle (MNHN)

Mr Bruno David, Président

Signature:

Date:

FORM C- COST STATEMENT SUMMARY (Euro)

Reporting period: _____ ~ _____ to _____

Name of the partner: _____

Exchange rate used: _____

	Amounts for the period		
	Total cost	Agency Contribution	Co-financing
<i>OIREO COSTS</i>			
Staff costs			
Travel and subsistence			
Durable equipment			
Meeting cost			
Other costs			
<i>SUBTOTAL OF DIRECT COSTS</i>			
Overheads (maximum 20%)			
Subcontracts			
<i>TOTAL</i>			

We certify that

- the above costs are derived from the resources employed which were necessary for the work under the action,
- the costs have incurred and fall within the definition of eligible costs specified in the framework agreement,
- any necessary permissions of the Agency have been obtained, and
- full supporting documentation to justify the costs hereby declared, including time sheets, is available for audit

Date:

Date:

Name of person designated to manage the work (CAPITAL letters):

Name of duly authorized responsible Financial Officer (CAPITAL letters):

Signature

Signature

⁹ http://ec.europa.eu/budget/contracts_grants/info_contracts/iriforeuro/infoeuro_en.cfm

FORM C1- COST STATEMENT DETAILS BY CATEGORY (National currency)

Reporting period: _____ to-----

Name of the partner:

Currency:

Staff costs

Name	No of working hours	Hourly rate (2 decimals)	Cost (2 decimals)
Total			

Travel and subsistence

Name	Travel dates (as per ticket)	Destination	Purpose	Travel	Subsistence
<i>Subtotals</i>					
Total					

Durable equipment

Description	Price	Date of invoice	Depreciation 36/60 months	% allocation to project	Cost
Total					

Meeting costs

	Cost
Travel costs (purpose, dates, receiver's name and organization)	
Subsistence (purpose, dates, receiver's name and organization)	
Specifcation of other meeting costs	
Total	

Other costs [subject to prior approval of the Agency)

Subcontracts (in accordance with Article II.17.2.d, including other specific costs in accordance with Article II.17.2.f)

Subcontractor	Description	Cost
	Total	

FORM C2 - HOURLY RATE CALCULATION (National currency).

Reporting period: _____ to _____

Name of the partner: _____

Currency: . _____

	Name	Name	Name
Annual basic salary			
Employer's contribution [if percentage, indicate rate]			
Payments of holidays			
Christmas payment			
Other (allowances, severance payment, etc.)			
Gross remuneration per. year [national currency]			
Nominal working days (5 days/week)			
Bank holidays			
Annual leave (entitlement)			
Other absence (e.g. due to illness, parental leave, etc.)			
Actual working days			
Working hours per day (excl. lunch): [specify]			
Working hours/year (2 decimals)			
Daily rate (2 decimals) [national currency].			
Hourly rate (2 decimals) [national currency]- to be used in Form C1			

Note: The calculation of actual working days should be based on the partner's usual policy, provided this is regarded as acceptable by the Agency

FORM O -INTEGRATED COST STATEMENT FROM THE COORDINATOR (Euro)

Reporting period:

ETC:

Specific agreement No.:

<i>Name of partner</i>	Total cost (Euro)	Agency contribution	Co-financing
<i>TOTAL:</i>			

The signed original of each partner's cost statement is attached.

Confirmed by person(s) nominated on behalf of the Consortium as responsible for the work under the framework agreement:

Name
:

Name:

Function:

Function:

Signature

Signature

Date:

Date: