



Justice Programme & Rights, Equality and Citizenship Programme

Mono-Partner Model Framework Partnership Agreement

for Operating Grants

(JUST/REC Operating Grants FPA — Mono)

Version 2.0
09 August 2017

Disclaimer

This document is aimed at assisting applicants for EU funding. It shows the full range of provisions that may be applied to this type of grant agreement, and is provided for information purposes only. The legally binding grant agreement will be that which is signed by the parties for the action.



HISTORY OF CHANGES		
Version	Publication date	Changes
1.0	n/a	▪ Not applicable
2.0	09.08.2017	▪ Initial version



EUROPEAN COMMISSION
Directorate-General Justice and Consumers

[Directorate]
[Unit][Director]



**MODEL FRAMEWORK PARTNERSHIP AGREEMENT FOR OPERATING
GRANTS FOR THE
JUSTICE PROGRAMME¹
RIGHTS, EQUALITY AND CITIZENSHIP PROGRAMME²
(JUST/REC OPERATING GRANTS FPA — MONO)**

- Footnotes in blue will not stay in the text (since they are internal instructions only).
- Text in grey indicates that text which appears in other EU MGAs is not applicable in this grant agreement.
- For options [*in italics, in square brackets*]: the applicable option must be chosen in the IT system. Options not chosen will automatically either not appear or appear as 'not applicable'. Options chosen will appear *in italics* without brackets and without the Option title (to allow partners to easily spot that a specific rule applies).
- For fields in [grey in square brackets] (even if they are part of an option as specified in the previous item): enter the appropriate data in the IT system.
The IT system will generate a data sheet confirming the options chosen and the data entered.

FRAMEWORK PARTNERSHIP AGREEMENT

NUMBER [insert number] — [insert acronym]

This 'Framework Partnership Agreement' is between the following parties:

on the one part,

the **European Union** ('the EU'), represented by the European Commission ('the Commission'), represented for the purposes of signature of this Framework Partnership

¹ Regulation (EU) No 1382/2013 of the European Parliament and of the Council of 17 December 2013 establishing a Justice programme for the period 2014-2020.

² Regulation (EU) No 1381/2013 of the European Parliament and of the Council of 17 December 2013 establishing a Rights, Equality and Citizenship programme for the period 2014-2020.

Agreement by [[forename and surname], [function, Directorate-General, Directorate, Unit]]³
[[forename and surname], Director, or his/her duly authorised representative]⁴

and

on the other part,

‘the partner’:

[full official name (short name)], established in [official address in full], [*OPTION for partners with VAT: VAT number [insert number],*] [*OPTION for partners not receiving EU funding: as ‘partner not receiving EU funding’ (see Article 13a),*] represented for the purposes of signing the Framework Partnership Agreement by [forename and surname, function]

The parties referred to above have agreed to enter into the framework partnership under the terms and conditions below.

The Framework Partnership Agreement is composed of:

Terms and Conditions

Annex 1 Action plan⁵

Annex 2 Model Specific Agreement

Annex 1 Description of the annual work programme

Annex 2 Estimated budget

Annex 3 Model for the financial statement

Annex 4 Model for the certificate on the financial statement (CFS)

Annex 3 Accession Forms: not applicable

Annex 4 Certificate on the methodology: not applicable

³ The person representing the Commission/Agency must be an authorising officer (by delegation or sub-delegation), designated in accordance with document 60008 of 22.02.2001 ‘*Mise en place de la Charte des ordonnateurs*’.

⁴ The person representing the Agency must be an authorising officer (by delegation or sub-delegation) designated in accordance with document 60008 of 22.02.2001 ‘*Mise en place de la Charte des ordonnateurs*’.

⁵ The action plan should include the objectives and the types of activities covered under this framework partnership that contribute to the achievement of those objectives.

TERMS AND CONDITIONS

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CHAPTER 1 GENERAL

ARTICLE 1 — SUBJECT MATTER OF THE AGREEMENT

This Agreement establishes a long-term cooperation (‘**framework partnership**’) and sets out its terms and conditions and the general terms and conditions and rights and obligations applicable to operating grants awarded under the framework partnership.

CHAPTER 2 FRAMEWORK PARTNERSHIP

ARTICLE 2 — ACTION PLAN — AWARD OF SPECIFIC GRANTS — SPECIFIC AGREEMENTS

2.1 Action plan

The objectives and activities under the framework partnership are set out in the ‘**action plan**’ in Annex 1.

These objectives and activities must correspond to the statutory activities and objectives of the partner.

2.2 Award of specific grants for work programmes — Specific Agreements

The Commission may award ‘**specific grants**’ for the partner’s annual work programmes to be implemented under the framework partnership (‘**work programmes**’).

In order to obtain proposals for specific grants, the Commission will consult the partner on the basis of an invitation to submit a proposal⁶ that sets out the award criteria it will apply. The partner is not obliged to respond to such consultations and may choose not to submit any proposal.

The Commission will decide on the award of the specific grants following an evaluation of the proposal.

If the Commission decides to award a specific grant, it will propose the partner to conclude a ‘**Specific Agreement (SGA)**’ (see Annex 2).

By entering into the Specific Agreement, the partner accepts the specific grant and agrees to implement the work programme under its own responsibility and in accordance with the

⁶ The invitation to submit a proposal is an option reserved:

- for monopoly situations or partners designated in the basic act,;
- for cases where work is carried out in a network with pre-determined partners under the conditions laid down in the basic acts or
- for work programme with specific characteristics that require a particular type of body on account of its technical competence, its high degree of specialisation or its administrative power, on condition that the work programmes concerned do not fall within the scope of a call for proposals.

Framework Partnership Agreement and the Specific Agreement, with all the obligations and conditions they set out.

Specific Agreements must be concluded before the end of the framework partnership (see Article 3).

After the end of the framework partnership or its termination, the Framework Partnership Agreement continues to apply to work programmes that are implemented under Specific Agreements which have entered into force before end of the duration.

ARTICLE 3 — DURATION AND STARTING DATE OF THE FRAMEWORK PARTNERSHIP

The Framework Partnership Agreement is concluded for a period of [insert number] of months ([...] years)⁷ as of its entry into force (see Article 46). This period cannot be extended.

ARTICLE 4 — RIGHTS AND OBLIGATIONS UNDER THE FRAMEWORK PARTNERSHIP

4.1 Obligation to properly implement the framework partnership

The partner must respect the objectives of the framework partnership and implement it as described in Annex 1 and endeavour to achieve those objectives also in the work programmes.

The partner must maintain relations of mutual co-operation and regular and transparent exchanges of information with the Commission on:

- the implementation and follow-up of the action plan and the specific grants and
- other matters of common interest related to the Framework Partnership Agreement.

The partner must implement the framework partnership in compliance with Articles 25, 26, 27, 28, 35 — *mutatis mutandis*.

4.2 Consortium agreement

Not applicable

ARTICLE 5 — SUSPENSION OF FRAMEWORK PARTNERSHIP IMPLEMENTATION

The parties may suspend the implementation of the framework partnership on the grounds and according to the procedure — *mutatis mutandis* — set out in Article 38.

⁷ Not more than four years, except in duly justified exceptional cases (for instance, to align it with the duration of the programme) (Article 178 RAP).

If the framework partnership implementation is suspended, all work programmes are also suspended (see Article 38) — from the date of suspension of the framework partnership.

ARTICLE 6 — TERMINATION OF THE FRAMEWORK PARTNERSHIP AGREEMENT

6.1 Termination of the Agreement

The parties may terminate the Framework Partnership Agreement at any time.

The party terminating the Framework Partnership Agreement must formally notify termination to the other party, stating the date the termination will **take effect**. This date must be after the notification.

Termination of the Framework Partnership Agreement does not release the parties from their obligations under Specific Agreements which have entered into force before the date on which the termination takes effect, unless they have been terminated.

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

6.2 Termination of the participation of one or more partners

Not applicable

CHAPTER 3 SPECIFIC GRANTS

SECTION 1 ANNUAL WORK PROGRAMMES

ARTICLE 7 — WORK PROGRAMMES TO BE IMPLEMENTED

The work programmes to be implemented are set out in the Specific Agreements (see Article 2 and Annex 1 SGA).

ARTICLE 8 — DURATION OF THE WORK PROGRAMMES

The duration of the work programmes is set out in the Specific Agreements (see Article 3 SGA).

ARTICLE 9 — ESTIMATED BUDGET AND BUDGET TRANSFERS

9.1 Estimated budget

The estimated budget for the operating grants is set out in Annex 2 to the Specific Agreements.

It contains the estimated eligible costs and the forms of costs, broken down by budget category (Articles 4, 5 SGA)

9.2 Budget transfers

The estimated budget breakdown indicated in Annex 2 to the Specific Agreements may be adjusted — without an amendment (see Article 44) — by transfers of amounts between budget categories and/or forms of costs set out in Annex 2 to the Specific Agreements, if the work programme is implemented as described in Annex 1 to the Specific Agreements.

However:

- the partner may not add costs relating to subcontracts not provided for in Annex 1 to the Specific Agreements, unless such additional subcontracts are approved by an amendment or in accordance with Article 8 SGA;
- the transfers between budget categories must stay below 20% of the total costs for the specific action set out in Annex 2, unless they are approved by an amendment.

Moreover, lump sums set out in Annex 2 to the Specific Agreements can never be adjusted.

SECTION 2 SPECIFIC GRANTS

ARTICLE 10 — GRANT AMOUNT, FORM OF GRANT, REIMBURSEMENT RATE AND FORMS OF COSTS

10.1 Maximum grant amount

The maximum grant amount for the specific grants is set out in the Specific Agreements (see Article 4 SGA).

10.2 Form of grant, reimbursement rate and form(s) of costs

The form of the grant, reimbursement rate, estimated eligible costs and the form of costs of the specific grants are set out in the Specific Agreements (see Article 4 SGA).

10.3 Final grant amount — Calculation

The final grant amount of a specific grant depends on the actual extent to which the work programme is implemented in accordance with the terms and conditions of the Framework Partnership Agreement and the Specific Agreement concerned.

This **amount** is calculated by the Commission — when the payment of the balance is made (see Article 12 SGA) — in the following steps:

Step 1 — Application of the reimbursement rate to the eligible costs

Step 2 — Limit to the maximum grant amount

Step 3 — Reduction due to the no-profit rule

Step 4 — Reduction due to substantial errors, irregularities or fraud or serious breach of obligations

10.3.1 Step 1 — Application of the reimbursement rate to the eligible costs

The reimbursement rate (see Article 4 SGA) is applied to the eligible costs (actual costs [, unit costs] [, flat-rate costs] [and lump sum costs]; see Article 5 SGA) declared by the partner (see Article 11 SGA) and approved by the Commission (see Article 12 SGA).

10.3.2 Step 2 — Limit to the maximum grant amount

If the amount obtained following Step 1 is higher than the maximum grant amount (see Article 4 SGA), it will be limited to the latter.

10.3.3 Step 3 — Reduction due to the no-profit rule

The specific grant may not produce a profit (unless it is a low value grant⁸).

‘**Profit**’ means the surplus of the amount obtained following Steps 1 and 2 plus the total receipts of the work programme, over the total eligible costs of the work programme.

The ‘**total eligible costs of the work programme**’ are the total eligible costs approved by the Commission.

The ‘**total receipts of the work programme**’ are the total receipts generated during its duration (see Article 3 SGA).

The following are considered **receipts**:

- a) income generated by the work programme and
- b) financial contributions given by third parties to the partner specifically to be used for the costs that are eligible under the work programme.

The following are however not considered receipts:

- (a) financial contributions by third parties, if they may be used to cover costs other than the eligible costs (see Article 5 SGA);
- (b) financial contributions by third parties with no obligation to repay any amount unused at the end of the period set out in Article 3 SGA, and
- c) amounts dedicated to the building up of reserves.

⁸ For the definition, see Article 185 of Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union (OJ L 362, 31.12.2012, p. 1) (‘**Rules of Application Regulation No 1268/2012**’): ‘**low value grants**’ are lower or equal to EUR 60 000.

If there is a profit, it will be deducted in proportion to the final rate of reimbursement of the eligible actual costs approved by the Commission (as compared to the amount calculated following Steps 1 and 2).

10.3.4 Step 4 — Reduction due to substantial errors, irregularities or fraud or serious breach of obligations

If the specific grant is reduced (see Article 32), the Commission will calculate the reduced grant amount by deducting the amount of the reduction (calculated in proportion to the seriousness of the errors, irregularities or fraud or breach of obligations, in accordance with Article 32.2) from the maximum grant amount (see Article 4 SGA).

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

- the amount obtained following Steps 1 to 3 or
- the reduced grant amount following Step 4.

10.4 Revised final grant amount — Calculation

If — after the payment of the balance (in particular, after checks, reviews, audits or investigations; see Article 22) — the Commission rejects costs (see Article 31) or reduces the specific grant (see Article 32), it will calculate the ‘**revised final grant amount**’.

This amount is calculated by the Commission on the basis of the findings, as follows:

- in case of **rejection of costs**: by applying the reimbursement rate to the revised eligible costs approved by the Commission;
- in case of **reduction of the specific grant**: by deducting the amount of the reduction (calculated in proportion to the seriousness of the errors, irregularities or fraud or breach of obligations, in accordance with Article 32.2) from the maximum grant amount set out in Article 4 SGA.

In case of **rejection of costs and reduction of the specific grant**, the revised final grant amount will be the lower of the two amounts above.

ARTICLE 11 — ELIGIBLE AND INELIGIBLE COSTS

11.1 Eligible costs

The general and specific conditions for costs to be eligible under the specific grants are set out in the Specific Agreements (see Article 5 SGA).

11.2 Ineligible costs

The conditions under which costs are considered ineligible under the specific grants are set out in the Specific Agreements (see Article 5 SGA).

11.3 Consequences of declaration of ineligible costs

Declared costs that are ineligible will be rejected (see Article 31).

This may also lead to any of the other measures described in Section 5.

SECTION 3 RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THE SPECIFIC GRANTS

SUBSECTION 1 RIGHTS AND OBLIGATIONS RELATED TO IMPLEMENTING THE WORK PROGRAMMES

ARTICLE 12 — GENERAL OBLIGATION TO PROPERLY IMPLEMENT THE WORK PROGRAMMES

12.1 General obligation to properly implement the work programmes

The partner must implement the work programmes as described in Annex 1 to the Specific Agreements and in compliance with the provisions of the Framework Partnership Agreement and the Specific Agreements and all legal obligations under applicable EU, international and national law.

12.2 Consequences of non-compliance

If the partner breaches any of its obligations under this Article, the specific grants may be reduced (see Article 32).

Such breaches may also lead to any of the other measures described in Section 5.

ARTICLE 13 — RESOURCES TO IMPLEMENT THE WORK PROGRAMMES — THIRD PARTIES INVOLVED IN THE WORK PROGRAMMES

The rules on the resources to implement the work programmes and the involvement of third parties in the work programmes are set out in the Specific Agreements (see Article 6 SGA).

ARTICLE 13a — IMPLEMENTATION BY A PARTNER NOT RECEIVING EU FUNDING

Not applicable

ARTICLE 14 — PURCHASE OF GOODS, WORKS OR SERVICES

The rules for the purchase of goods works and services are set out in the Specific Agreements (see Article 7 SGA).

ARTICLE 15 — IMPLEMENTATION OF WORK PROGRAMME TASKS BY SUBCONTRACTORS

The rules for subcontracting work programme tasks are set out in the Specific Agreements (see Article 8 SGA).

ARTICLE 16 — IMPLEMENTATION OF ACTION TASKS BY AFFILIATED ENTITIES

Not applicable

ARTICLE 16a — FINANCIAL SUPPORT TO THIRD PARTIES

Not applicable

SUBSECTION 2 RIGHTS AND OBLIGATIONS RELATED TO THE GRANT ADMINISTRATION

ARTICLE 17 — GENERAL OBLIGATION TO INFORM

17.1 General obligation to provide information upon request

The partner must provide — during implementation of the work programmes or afterwards — any information requested, in order to verify eligibility of the costs, proper implementation of the work programmes and compliance with any other obligation under the Framework Partnership Agreement and the Specific Agreements.

17.2 Obligation to keep information up to date and to inform about events and circumstances likely to affect the Agreements

The partner must keep information stored in the Participant Portal Beneficiary Register (via the electronic exchange system; see Article 41) up to date, in particular, its name, address, legal representatives, legal form and organisation type.

The partner must immediately inform the Commission of any of the following:

- (a) **events** which are likely to affect significantly or delay the implementation of a work programme and the EU's financial interests, in particular:
 - (i) changes in its legal, financial, technical, organisational or ownership situation;
- (b) **circumstances** affecting:
 - (i) the decision to award a specific grant and the Framework Partnership Agreement,
or

- (ii) compliance with requirements under the Framework Partnership Agreement or the Specific Agreements.

17.3 Consequences of non-compliance

If the partner breaches any of its obligations under this Article, the specific grant may be reduced (see Article 32).

Such breaches may also lead to any of the other measures described in Section 5.

ARTICLE 18 — KEEPING RECORDS — SUPPORTING DOCUMENTATION

18.1 Obligation to keep records and other supporting documentation

For each specific grant, the partner must — for a **period of five years** (and, for low value specific grants, **three years**) **after the payment of the balance** — keep records and other supporting documentation, in order to prove the proper implementation of the work programme and the costs it declares as eligible.

It must make them available upon request (see Article 17) or in the context of checks, reviews, audits or investigations (see Article 22).

If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under a Specific Agreement (including the extension of findings; see Article 22), the partner must keep the records and other supporting documentation until the end of these procedures.

The partner must keep the original documents. Digital and digitalised documents are considered originals if they are authorised by the applicable national law. The Commission may accept non-original documents if it considers that they offer a comparable level of assurance.

18.1.1 Records and other supporting documentation on the technical implementation

The partner must keep records and other supporting documentation on the technical implementation of the work programme, in line with the accepted standards in the respective field.

18.1.2 Records and other documentation to support the costs declared

The partner must keep the records and documentation supporting the costs declared, in particular the following:

- (a) for **actual costs**: adequate records and other supporting documentation to prove the costs declared, such as contracts, subcontracts, invoices and accounting records. In addition, the partner's usual cost accounting practices and internal control procedures must enable direct reconciliation between the amounts

declared, the amounts recorded in its accounts and the amounts stated in the supporting documentation;

- (b) for **unit costs**: not applicable;
- (c) for **flat-rate costs**: not applicable;
- (d) for **lump sum costs**: not applicable.

In addition, for **personnel costs** (declared as actual costs), the partner must keep **time records** for the number of hours declared. The time records must be in writing and approved by the persons working on the work programme and their supervisors, at least monthly. In the absence of reliable time records of the hours worked on the work programme, the Commission may accept alternative evidence supporting the number of hours declared, if it considers that it offers an adequate level of assurance.

As an exception, for **persons working exclusively on the work programme**, there is no need to keep time records, if the partner signs a **declaration** confirming that the persons concerned have worked exclusively on this work programme.

[OPTION to be added if Article 16 applies: For costs declared by linked third parties (see Article 16), it is the partner that must keep the originals of the financial statement(s) and the certificates on the financial statement(s) of its linked third parties.]

18.2 Consequences of non-compliance

If the partner breaches any of its obligations under this Article, costs insufficiently substantiated will be ineligible (see Article 5 SGA) and will be rejected (see Article 31), and the specific grant may be reduced (see Article 32).

Such breaches may also lead to any of the other measures described in Section 5.

ARTICLE 19 — SUBMISSION OF DELIVERABLES

The rules on submission of deliverables for the specific grants are set out in the Specific Agreements (see Article 10 SGA).

ARTICLE 20 — REPORTING — PAYMENT REQUESTS

The rules on reporting and payment requests for the specific grants are set out in the Specific Agreements (see Article 11 SGA).

ARTICLE 21 — PAYMENTS AND PAYMENT ARRANGEMENTS

The rules on payments and payment arrangements for the specific grants are set out in the Specific Agreements (see Article 12 SGA).

ARTICLE 22 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS

22.1 Checks, reviews and audits by the Commission

22.1.1 Right to carry out checks

The Commission will — during the implementation of the work programmes or afterwards — check the proper implementation of the work programmes and compliance with the obligations under the Framework Partnership Agreement and the Specific Agreements, including assessing deliverables and reports.

For this purpose the Commission may be assisted by external persons or bodies.

The Commission may also request additional information in accordance with Article 17. The Commission may request the partner to provide such information to it directly.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

22.1.2 Right to carry out reviews

The Commission may — during the implementation of the work programmes or afterwards — carry out reviews on the proper implementation of the work programmes (including assessment of deliverables and reports), and compliance with the obligations under the Framework Partnership Agreement and the Specific Agreements

Reviews may be started **up to five** (and, for low value specific grants, **up to three**) **years after the payment of the balance**. They will be formally notified to the partner and will be considered to have started on the date of the formal notification.

If the review is carried out on a third party (see Articles 14 to 16a), the partner must inform the third party.

The Commission may carry out reviews directly (using its own staff) or indirectly (using external persons or bodies appointed to do so). It will inform the partner of the identity of the external persons or bodies. It has the right to object to the appointment on grounds of commercial confidentiality.

The partner must provide — within the deadline requested — any information and data in addition to deliverables and reports already submitted (including information on the use of resources). The Commission may request the partner to provide such information to it directly.

The partner may be requested to participate in meetings, including with external experts.

For **on-the-spot** reviews, the partner must allow access to its sites and premises, including to external persons or bodies, and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the review findings, a ‘**review report**’ will be drawn up.

The Commission will formally notify the review report to the partner, which has 30 days to formally notify observations (‘**contradictory review procedure**’).

Reviews (including review reports) are in the language of the Specific Agreements.

22.1.3 Right to carry out audits

The Commission may — during the implementation of the work programmes or afterwards — carry out audits on the proper implementation of the work programmes and compliance with the obligations under the Framework Partnership Agreement and the Specific Agreements.

Audits may be started **up to five** (and, for low value specific grants, **up to three**) **years after the payment of the balance**. They will be formally notified to the partner and will be considered to have started on the date of the formal notification.

If the audit is carried out on a third party (see Articles 14 to 16a), the partner must inform the third party.

The Commission may carry out audits directly (using its own staff) or indirectly (using external persons or bodies appointed to do so). It will inform the partner of the identity of the external persons or bodies. The partner has the right to object to the appointment on grounds of commercial confidentiality.

The partner must provide — within the deadline requested — any information (including complete accounts, individual salary statements or other personal data) to verify compliance with the Framework Partnership Agreement and Specific Agreements. The Commission may request the partner to provide such information to it directly.

For **on-the-spot** audits, the partner must allow access to its sites and premises, including to external persons or bodies, and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the audit findings, a ‘**draft audit report**’ will be drawn up.

The Commission will formally notify the draft audit report to the partner, which has 30 days to formally notify observations (‘**contradictory audit procedure**’). This period may be extended by the Commission in justified cases.

The ‘**final audit report**’ will take into account observations by the partner. The report will be formally notified to it.

Audits (including audit reports) are in the language of the Specific Agreements.

The [Agency or the] Commission may also access the partner’s statutory records for the periodical assessment of [unit costs or] [flat-rate amounts] [or] [lump sums].

22.2 Investigations by OLAF

Under Regulations No 883/2013⁹ and No 2185/96¹⁰ (and in accordance with their provisions and procedures), the European Anti-Fraud Office (OLAF) may — at any moment during implementation of the work programmes or afterwards — carry out investigations, including on-the-spot checks and inspections, to establish whether there has been fraud, corruption or any other illegal activity under the Framework Partnership Agreement or Specific Agreements affecting the financial interests of the EU.

22.3 Checks and audits by the European Court of Auditors (ECA)

Under Article 287 of the Treaty on the Functioning of the European Union (TFEU) and Article 161 of the Financial Regulation No 966/2012¹¹, the European Court of Auditors (ECA) may — at any moment during implementation of the work programmes or afterwards — carry out audits.

The ECA has the right of access for the purpose of checks and audits.

22.4 Checks, reviews, audits and investigations for international organisations

Not applicable

22.5 Consequences of findings in checks, reviews, audits and investigations — Extension of findings

22.5.1 Findings in a specific grant

Findings in checks, reviews, audits or investigations carried out in the context of a specific grant may lead to the rejection of ineligible costs (see Article 31), reduction of the specific grant (see Article 32), recovery of undue amounts (see Article 33) or to any of the other measures described in Section 5.

⁹ Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999 (OJ L 248, 18.09.2013, p. 1).

¹⁰ Council Regulation (Euratom, EC) No 2185/1996 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities (OJ L 292, 15.11.1996, p. 2).

¹¹ Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 (OJ L 298, 26.10.2012, p. 1).

Rejection of costs or reduction of the specific grant after the payment of the balance will lead to a revised final grant amount (see Article 4 SGA).

Findings in checks, reviews, audits or investigations may lead to a request for amendment for the modification of Annex 1 to the Specific Agreement (see Article 44).

Checks, reviews, audits or investigations that find systemic or recurrent errors, irregularities, fraud or breach of obligations may also lead to consequences in other EU or Euratom grants awarded under similar conditions (**‘extension of findings from the specific grant to other grants’**).

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

22.5.2 Findings in other grants

The Commission may extend findings from other grants to a specific grant (**‘extension of findings from other grants to a specific grant’**), if:

- (a) the partner is found, in other EU or Euratom grants awarded under similar conditions, to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on the specific grant and
- (b) those findings are formally notified to the partner — together with the list of grants affected by the findings — no later than two years after the payment of the balance of the specific grant.

The extension of findings may lead to the rejection of costs (see Article 31) reduction of the specific grant (see Article 32), recovery of undue amounts (see Article 33), suspension of the work programme implementation (see Article 38) or termination of the specific grant (see Article 39).

22.5.3 Procedure

The Commission will formally notify the partner the systemic or recurrent errors and its intention to extend these audit findings, together with the list of grants affected.

22.5.3.1 If the findings concern **eligibility of costs**: the formal notification will include:

- (a) an invitation to submit observations on the list of grants affected by the findings;
- (b) the request to submit **revised financial statements** for all grants affected;
- (c) the **correction rate for extrapolation** established by the Commission on the basis of the systemic or recurrent errors, to calculate the amounts to be rejected if the partner:

- (i) considers that the submission of revised financial statements is not possible or practicable or
- (ii) does not submit revised financial statements.

The partner has 90 days from receiving notification to submit observations, revised financial statements or to propose a duly substantiated **alternative correction method**. This period may be extended by the Commission in justified cases.

The Commission may then start a **rejection procedure** in accordance with Article 31, either on the basis of the revised financial statements, the alternative method or the correction rate announced.

22.5.3.2 If the findings concern **substantial errors, irregularities or fraud** or **serious breach of obligations**: the formal notification will include:

- (a) an invitation to submit observations on the list of grants affected by the findings and
- (b) the flat-rate the Commission intends to apply according to the principle of proportionality.

The partner has 90 days from receiving notification to submit observations or to propose a duly substantiated alternative flat-rate.

The Commission may then start a **reduction procedure** in accordance with Article 32, either on the basis of the alternative flat-rate or the flat-rate announced.

22.6 Consequences of non-compliance

If the partner breaches any of its obligations under this Article, any insufficiently substantiated costs will be ineligible (see Article 5 SGA) and will be rejected (see Article 31).

Such breaches may also lead to any of the other measures described in Section 5.

ARTICLE 23 — EVALUATION OF THE IMPACT OF THE WORK PROGRAMMES

23.1 Right to evaluate the impact of the work programmes

The Commission may carry out interim and final evaluations of the impact of the work programmes, measured against the objective of the EU programme.

Evaluations may be started during implementation of the work programmes and **up to five years** (and, for low value specific grants, **three years**) **after the payment of the balance**. The evaluation is considered to start on the date of the formal notification to the partner.

The Commission may make these evaluations directly (using its own staff) or indirectly (using external bodies or persons it has authorised to do so).

The partner must provide any information requested to evaluate the impact of the work programmes, including information in electronic format.

23.2 Consequences of non-compliance

If the partner breaches any of its obligations under this Article, the Commission may apply the measures described in Section 5.

SUBSECTION 3 OTHER RIGHTS AND OBLIGATIONS

ARTICLE 24 — PRE-EXISTING RIGHTS AND OWNERSHIP OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

24.1 Pre-existing rights and access rights to pre-existing rights

Where industrial and intellectual property rights (including rights of third parties) exist prior to the Agreement, the partner must establish a list of these pre-existing industrial and intellectual property rights, specifying the owner and any persons that have a right of use.

The partner must — before starting the work programme — submit this list to the Commission.

24.2 Ownership of results and rights of use

Any results produced in implementing the work programmes (including the reports and other documents relating to it) are owned by the partner.

The partner must give the Commission the right to use the results for their communication activities under Article 27.2

24.3 Consequences of non-compliance

If the partner breaches any of its obligations under this Article, the grant may be reduced (see Article 32).

Such a breach may also lead to any of the other measures described in Section 5.

ARTICLE 25 — CONFLICT OF INTERESTS

25.1 Obligation to avoid a conflict of interests

The partner must take all measures to prevent any situation where the impartial and objective implementation of the work programmes is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ('conflict of interests').

It must formally notify to the Commission without delay any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation.

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

25.2 Consequences of non-compliance

If the partner breaches any of its obligations under this Article, the grant may be reduced (see Article 32) and the Specific Agreement may be terminated (see Article 39).

Such breaches may also lead to any of the other measures described in Section 5.

ARTICLE 26 — CONFIDENTIALITY

26.1 General obligation to maintain confidentiality

During implementation of the work programmes and for **five years after the payment of the balance**, the parties must keep confidential any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed (**‘confidential information’**).

They may use confidential information to implement the Agreement.

The confidentiality obligations no longer apply if:

- (a) the disclosing party agrees to release the other party;
- (b) the information becomes generally and publicly available, without breaching any confidentiality obligation, or
- (c) the disclosure of the confidential information is required by EU or national law.

26.2 Consequences of non-compliance

If the partner breaches any of its obligations under this Article, the specific grant may be reduced (see Article 32).

Such breaches may also lead to any of the other measures described in Section 5.

ARTICLE 27 — PROMOTING THE WORK PROGRAMMES — VISIBILITY OF EU FUNDING

27.1 Communication activities by the partner

27.1.1 Obligation to promote the work programmes and their results

The partner must promote the work programmes and their results.

27.1.2 Information on EU funding — Obligation and right to use the EU emblem

Unless the Commission requests or agrees otherwise or unless it is impossible, any communication activity under the work programmes (including at conferences, seminars, in information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via social media, etc.) and any infrastructure, equipment and major results funded by the specific grants must:

- (a) display the EU emblem and
- (b) include the following text:

“This [insert appropriate description, e.g. report, publication, conference, infrastructure, equipment, insert type of result, etc.] was funded by the European Union’s [Justice Programme (2014-2020)][Rights, Equality and Citizenship Programme (2014-2020)].”

When displayed together with another logo, the EU emblem must have appropriate prominence.

For the purposes of their obligations under this Article, the partner may use the EU emblem without first obtaining approval from the Commission.

This does not, however, give them the right to exclusive use.

Moreover, they may not appropriate the EU emblem or any similar trademark or logo, either by registration or by any other means.

27.1.3 Disclaimer excluding Commission responsibility

Any communication activity under the work programmes must indicate the following disclaimer:

“The content of this [insert appropriate description, e.g. report, publication, conference, infrastructure equipment, insert type of result, etc.] represents the views of the author only and it is his/her sole responsibility; it cannot be considered to reflect the views of the European Commission or any other body of the European Union. The European Commission does not accept any responsibility for use that may be made of the information it contains.”

27.2 Communication activities by the Commission

27.2.1 Right to use the partner’s materials, documents or information

The Commission may use, for its communication and publicising activities, information relating to the work programmes, documents notably summaries for publication and public deliverables as well as any other material, such as pictures or audio-visual material that it receives from the partner (including in electronic form).

This does not change the confidentiality obligations in Article 26, which still apply.

The right to use the partner's materials, documents and information includes:

- (a) **use for its own purposes** (in particular, making them available to persons working for the Commission or any other EU institution, agency or body, or institutions in EU Member States; and copying or reproducing them in whole or in part, in unlimited numbers);
- (b) **distribution to the public** (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes);
- (c) **editing or redrafting** for communication and publicising activities (including shortening, summarising, inserting other elements (such as meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation);
- (d) **translation**;
- (e) giving **access in response to individual requests** under Regulation No 1049/2001¹², without the right to reproduce or exploit;
- (f) **storage** in paper, electronic or other form;
- (g) **archiving**, in line with applicable document-management rules, and
- (h) the right to authorise **third parties** to act on its behalf or sub-license the modes of use set out in Points (b),(c),(d) and (f) to third parties, if needed for the communication and publicising activities of the Commission.

If the right of use is subject to rights of a third party (including personnel of the partner), the partner must ensure that it complies with its obligations under the Framework Partnership Agreement and the Specific Agreements (in particular, by obtaining the necessary approval from the third parties concerned).

Where applicable (and if provided by the partner), the Commission will insert the following information:

“© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the European Union under conditions.”

27.3 Consequences of non-compliance

¹² Regulation (EC) No 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents, OJ L 145, 31.5.2001, p. 43.

If the partner breaches any of its obligations under this Article, the specific grant may be reduced (see Article 32).

Such breaches may also lead to any of the other measures described in Section 5.

ARTICLE 28 — PROCESSING OF PERSONAL DATA

28.1 Processing of personal data by the Commission

Any personal data under the Framework Partnership Agreement and the Specific Agreements will be processed by the Commission under Regulation No 45/2001¹³ and according to the ‘notifications of the processing operations’ to the Data Protection Officer (DPO) of the Commission (publicly accessible in the DPO register).

Such data will be processed by the ‘**data controller**’ of the Commission for the purposes of implementing, managing and monitoring of those agreements or protecting the financial interests of the EU or Euratom (including checks, reviews, audits and investigations; see Article 22).

The persons whose personal data are processed have the right to access and correct their own personal data. For this purpose, they must send any queries about the processing of their personal data to the data controller, via the contact point indicated in the privacy statement(s) on the Commission websites.

They also have the right to have recourse at any time to the European Data Protection Supervisor (EDPS).

28.2 Processing of personal data by the partner

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

The partner may grant its personnel access only to data that is strictly necessary for implementing, managing and monitoring of those agreements.

The partner must inform the personnel whose personal data are collected and processed by the Commission. For this purpose, it must provide them with the privacy statement(s) (see above), before transmitting their data to the Commission.

28.3 Consequences of non-compliance

If the partner breaches any of its obligations under Article 28.2, the Commission may apply any of the measures described in Section 5.

¹³ Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data (OJ L 8, 12.01.2001, p. 1).

ARTICLE 29 — ASSIGNMENTS OF CLAIMS FOR PAYMENT AGAINST THE COMMISSION

The partner may not assign any of their claims for payment against the Commission to any third party, except if approved by the Commission on the basis of a reasoned, written request.

If the Commission has not accepted the assignment or the terms of it are not observed, the assignment will have no effect on it.

In no circumstances will an assignment release the partner from its obligations towards the Commission.

SECTION 4 PARTNER'S ROLES AND RESPONSIBILITIES OF THE PARTNER

ARTICLE 30 — PARTNER'S ROLES AND RESPONSIBILITIES

30.1 Roles and responsibilities towards the Commission

The partner has full responsibility for implementing the work programmes and complying with the Framework Partnership Agreement and the Specific Agreements.

The partner is itself responsible for:

- a) monitoring that the work programme is implemented properly (see Article 12);
- b) informing the Commission immediately of any events or circumstances likely to affect significantly or delay the implementation of the work programme (see Article 17);
- c) submitting the deliverables and the report to the Commission (see Articles 10 and 11 SGA);
- d) submitting to the Commission in good time any documents or information required,

and may not subcontract these tasks.

30.2 Internal division of roles and responsibilities

Not applicable

30.3 Internal arrangements — Consortium agreement

Not applicable

SECTION 5 REJECTION OF COSTS — REDUCTION OF THE GRANT — RECOVERY — SANCTIONS — DAMAGES — SUSPENSION — TERMINATION — FORCE MAJEURE

SUBSECTION 1 REJECTION OF COSTS — REDUCTION OF THE GRANT — RECOVERY — SANCTIONS

ARTICLE 31 — REJECTION OF INELIGIBLE COSTS

31.1 Conditions

The Commission will — **at the payment of the balance** or **afterwards** — reject any costs for a work programme which are ineligible (see Article 5 SGA), in particular, following checks, reviews, audits or investigations (see Article 22).

The rejection may also be based on the **extension of findings from other grants to a specific grant** (see Article 22.5.2).

31.2 Ineligible costs to be rejected — Calculation — Procedure

Ineligible costs will be rejected in full, except for lump sum costs, which will be rejected proportionally to the tasks or parts of the work programme not implemented.

If the rejection of does not lead to a **recovery** (see Article 33), the Commission will formally notify the partner of the rejection of costs, the amounts and the reasons why (if applicable, together with the notification of amounts due; see Article 21). The partner may — within 30 days of receiving notification — formally notify the Commission of its disagreement and the reasons why.

If the rejection of costs leads to a **recovery**, the Commission will follow the contradictory procedure with **pre-information letter** set out in Article 33.

31.3 Effects

If the Commission rejects costs at **the payment of the balance**, it will deduct them from the total eligible costs declared in the financial statement (see Article 11 SGA). It will then calculate the payment of the balance (see Article 12 SGA).

If the Commission rejects costs **after the payment of the balance**, it will deduct the amount rejected from the total eligible costs declared in the financial statement. It will then calculate the revised final grant amount as set out in Article 10.4. If the revised final grant amount is lower than the final grant amount, the Commission will recover the difference (see Article 33).

ARTICLE 32 — REDUCTION OF THE GRANT

32.1 Conditions

The Commission may — **at the payment of the balance** or **afterwards** — reduce the grant , if:

- (a) the partner (or a natural person who has the power to represent or take decisions on its behalf) has committed:
- (i) substantial errors, irregularities or fraud or
 - (ii) serious breach of obligations under the Framework Partnership Agreement or a Specific Agreement or during the award procedure (including improper implementation of the work programme, submission of false information, failure to provide required information, breach of ethical principles) or
- (b) the partner (or a natural person who has the power to represent or take decisions on its behalf) has committed — in other EU or Euratom grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on the specific grant (**extension of findings from other grants to the specific grant**; see Article 22.5.2).

32.2 Amount to be reduced — Calculation — Procedure

The amount of the reduction will be proportionate to the seriousness of the errors, irregularities or fraud or breach of obligations.

Before reduction of the specific grant, the Commission will formally notify a ‘**pre-information letter**’ to the partner:

- informing it of its intention to reduce the grant, the amount it intends to reduce and the reasons why and
- inviting it to submit observations within 30 days of receiving notification.

If the Commission does not receive any observations or decides to pursue reduction despite the observations it has received, it will formally notify **confirmation** of the reduction (if applicable, together with the notification of amounts due; see Article 12 SGA).

32.3 Effects

If the Commission reduces the specific grant **at the time of the payment of the balance**, it will calculate the reduced grant amount and then determine the amount due as payment of the balance (see Article 10.3.4 and Article 12 SGA).

If the Commission reduces the specific grant **after the payment of the balance**, it will calculate the revised final grant amount (see Article 10.4). If the revised final grant amount is lower than the final grant amount, the Commission will recover the difference (see Article 33).

ARTICLE 33 — RECOVERY OF UNDUE AMOUNTS

33.1 Amount to be recovered — Calculation — Procedure

The Commission will — **at the payment of the balance** or **afterwards** — claim back any amount that was paid, but is not due for a specific grant under the Framework Partnership Agreement and the Specific Agreement concerned.

33.1.1 Recovery at payment of the balance

If the payment of the balance takes the form of a recovery (see Article 12 SGA), the Commission will formally notify a ‘**pre-information letter**’ to the partner:

- informing it of its intention to recover, the amount due as the balance and the reasons why and
- inviting it to submit observations within 30 days of receiving notification.

If no observations are submitted or the Commission decides to pursue recovery despite the observations it has received, it will **confirm** the amount to be recovered and formally notify to the partner a **debit note** with the terms and the date for payment (together with the notification of amounts due; see Article 12 SGA).

If payment is not made by the date specified in the debit note, the Commission will **recover** the amount:

- (a) by **offsetting** it — without the partner’s consent — against any amounts owed to the partner by the Commission or an executive agency (from the EU or Euratom budget).

In exceptional circumstances, to safeguard the EU’s financial interests, the Commission may offset before the payment date specified in the debit note;

- (b) if the Commission has required one or more pre-financing guarantee(s) (see Article 12 ECC SGA), by **drawing on the financial guarantee(s)**;
- (c) joint and several liability of other partners: not applicable;
- (d) by **taking legal action** (see Article 45) or by **adopting an enforceable decision** under Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 79(2) of the Financial Regulation No 966/2012.

If payment is not made by the date in the debit note, the amount to be recovered (see above) will be increased by **late-payment interest** at the rate set out in Article 12 SGA, from the day following the payment date in the debit note, up to and including the date the Commission receives full payment of the amount.

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

Bank charges incurred in the recovery process will be borne by the partner, unless Directive 2007/64/EC applies.

33.1.2 Recovery of amounts after payment of the balance

If — after the payment of the balance — the Commission revised the final grant amount (see Article 10.4), due to a rejection of costs or reduction of the grant, and the revised final grant amount is lower than the final grant amount (see Article 10.3), the Commission will claim back the difference from the partner.

The Commission will formally notify a **pre-information letter** to the partner:

- informing it of its intention to recover, the due amount and the reasons why and
- inviting it to submit observations within 30 days of receiving notification.

If no observations are submitted or the Commission decides to pursue recovery despite the observations it has received, it will **confirm** the amount to be recovered and formally notify to the partner a **debit note**. This note will also specify the terms and the date for payment.

If payment is not made by the date specified in the debit note, the Commission will **recover** the amount:

- (a) by **offsetting** it — without the partner's consent — against any amounts owed to the partner by the Commission or an executive agency (from the EU or Euratom budget).

In exceptional circumstances, to safeguard the EU's financial interests, the Commission may offset before the payment date specified in the debit note;

- (b) joint and several liability of other partners: not applicable;

- (c) by **taking legal action** (see Article 45) or by **adopting an enforceable decision** under Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 79(2) of the Financial Regulation No 966/2012.

If payment is not made by the date in the debit note, the amount to be recovered (see above) will be increased by **late-payment interest** at the rate set out in Article 12 SGA, from the day following the date for payment in the debit note, up to and including the date the Commission receives full payment of the amount.

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

Bank charges incurred in the recovery process will be borne by the partner, unless Directive 2007/64/EC applies.

ARTICLE 34 — ADMINISTRATIVE SANCTIONS

In addition to contractual measures, the Commission may also adopt administrative sanctions under Articles 106 and 131(4) of the Financial Regulation No 966/2012 (i.e. exclusion from future procurement contracts, grants and expert contracts and/or financial penalties).

SUBSECTION 2 LIABILITY FOR DAMAGES

ARTICLE 35 — LIABILITY FOR DAMAGES

35.1 Liability of the Commission

The Commission cannot be held liable for any damage caused to the partner or to third parties as a consequence of implementing the Framework Partnership Agreement or a Specific Agreement, including for gross negligence.

The Commission cannot be held liable for any damage caused by the partner or third parties involved in the work programmes, as a consequence of implementing the Framework Partnership Agreement or a Specific Agreement.

35.2 Liability of the partner

Except in case of force majeure (see Article 40), the partner must compensate the Commission for any damage it sustains as a result of the implementation of a work programme or because a work programme was not implemented in full compliance with the Framework Partnership Agreement or a Specific Agreement.

SUBSECTION 3 SUSPENSION AND TERMINATION

ARTICLE 36 — SUSPENSION OF PAYMENT DEADLINE

36.1 Conditions

The Commission may — at any moment — suspend the payment deadline in a specific grant (see Article 12 SGA), if a request for payment (see Article 11 SGA) cannot be approved because:

- (a) it does not comply with the provisions of the Specific Agreement (see Article 11 SGA);
- (b) the technical or financial report has not been submitted or is not complete or additional information is needed, or
- (c) there is doubt about the eligibility of the costs declared in the financial statement and additional checks, reviews, audits or investigations are necessary.

36.2 Procedure

The Commission will formally notify the partner of the suspension and the reasons why.

The suspension will **take effect** the day notification is sent by the Commission (see Article 41).

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

If the suspension exceeds two months, the partner may request the Commission if the suspension will continue.

If the payment deadline has been suspended due to the non-compliance of the technical or financial report (see Article 11 SGA) and the revised report or statement is not submitted or was submitted but is also rejected, the Commission may also terminate the Specific Agreement concerned (see Article 39.3.1(i)).

ARTICLE 37 — SUSPENSION OF PAYMENTS

37.1 Conditions

The Commission may — at any moment — suspend payments for a specific grant, in whole or in part, if:

- a) the partner (or a natural person who has the power to represent or take decisions on its behalf) has committed or is suspected of having committed:
 - (i) substantial errors, irregularities or fraud or
 - (ii) serious breach of obligations under the Framework Agreement or a Specific Agreement or during the award procedure (including improper implementation of the work programme, submission of false information, failure to provide required information, breach of ethical principles) or
- b) the partner (or a natural person who has the power to represent or take decisions on its behalf) has committed — in other EU or Euratom grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on the specific grant (**extension of findings from other grants to the specific grant**; see Article 22.5.2).

If suspension concerns the payment of the balance, the payment (or recovery) of the amount(s) concerned after suspension is lifted will be considered to be the payment that closes the grant.

37.2 Procedure

Before suspending payments, the Commission will formally notify the partner:

- informing it of its intention to suspend payments and the reasons why and

- inviting it to submit observations within 30 days of receiving notification.

If the Commission does not receive observations or decides to pursue the procedure despite the observations it has received, it will formally notify **confirmation** of the suspension. Otherwise, it will formally notify that the suspension procedure is not continued.

The suspension will **take effect** the day the confirmation notification is sent by the Commission.

If the conditions for resuming payments are met, the suspension will be lifted. The Commission will formally notify the partner.

The partner may suspend implementation of the work programme (see Article 38.1) or terminate the Specific Agreement concerned (see Article 39.1 and 39.2).

ARTICLE 38 — SUSPENSION OF THE WORK PROGRAMME IMPLEMENTATION

38.1 Suspension of the work programme implementation, by the partner

38.1.1 Conditions

The partner may suspend implementation of a work programme or any part of it, if exceptional circumstances — in particular *force majeure* (see Article 40) — make implementation impossible or excessively difficult.

38.1.2 Procedure

The partner must immediately formally notify to the Commission the suspension (see Article 41), stating:

- the reasons why and
- the expected date of resumption.

The suspension will **take effect** the day this notification is received by the Commission.

Once circumstances allow for implementation to resume, the partner must immediately formally notify the Commission and request an amendment of the Specific Agreement concerned, to set the date on which the work programme will be resumed, extend the duration of the work programme and make other changes necessary to adapt the work programme to the new situation (see Article 44) — unless the Specific Agreement has been terminated (see Article 39).

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

Costs incurred during suspension of the work programme implementation are not eligible (see Article 5 SGA).

38.2 Suspension of the work programme implementation, by the Commission

38.2.1 Conditions

The Commission may suspend implementation of a work programme or any part of it, if:

- (a) the partner (or a natural person who has the power to represent or take decisions on its behalf) has committed or is suspected of having committed:
 - (i) substantial errors, irregularities or fraud or
 - (ii) serious breach of obligations under the Framework Partnership Agreement or a Specific Agreement or during the award procedure (including improper implementation of the work programme, submission of false information, failure to provide required information, breach of ethical principles) or
- (b) the partner (or a natural person who has the power to represent or take decisions on its behalf) has committed — in other EU or Euratom grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on the specific grant (**extension of findings from other grants to the specific grant**; see Article 22.5.2).

38.2.2 Procedure

Before suspending implementation of the work programme, the Commission will formally notify the partner:

- informing it of its intention to suspend the implementation and the reasons why and
- inviting it to submit observations within 30 days of receiving notification.

If the Commission does not receive observations or decides to pursue the procedure despite the observations it has received, it will formally notify **confirmation** of the suspension. Otherwise, it will formally notify that the procedure is not continued.

The suspension will **take effect** five days after the confirmation notification is received (or on a later date specified in the notification).

It will be **lifted** if the conditions for resuming implementation of the work programme are met.

The partner will be formally notified of the lifting and the Specific Agreement concerned will be **amended**, to set the date on which the work programme will be resumed, extend the duration of the work programme and make other changes necessary to adapt the work

programme to the new situation (see Article 44) — unless the Agreement has already been terminated (see Article 39).

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

Costs incurred during suspension are not eligible (see Article 5 SGA).

The partner may not claim damages due to suspension by the Commission (see Article 35).

Suspension of the work programme implementation does not affect the Commission's right to terminate the Agreement (see Article 39), reduce the grant or recover amounts unduly paid (see Articles 32 and 33).

ARTICLE 39 — TERMINATION OF THE SPECIFIC AGREEMENTS

39.1 Termination of the Specific Agreements, by the partner

39.1.1 Conditions and procedure

The partner may terminate a Specific Agreement.

The partner must formally notify termination to the Commission (see Article 41), stating:

- the reasons why and
- the date the termination will take effect. This date must be after the notification.

If no reasons are given or if the Commission considers the reasons do not justify termination, the Specific Agreement concerned will be considered to have been '**terminated improperly**'.

The termination will **take effect** on the day specified in the notification.

39.1.2 Effects

The partner must — within 60 days from when termination takes effect — submit the final report (see Article 11 SGA).

If the Commission does not receive the report within the deadline (see above), no costs will be taken into account.

The Commission will **calculate** the final grant amount (see Article 10.3) and the balance (see Article 12 SGA) on the basis of the report submitted. Only costs incurred until termination are eligible. Costs relating to contracts due for execution only after termination are not eligible.

Improper termination may lead to a reduction of the grant (see Article 32).

After termination, the partner's obligations (in particular Articles 20, 22, 23, 24, 26, 27, 29, 31, 32 and 33) continue to apply.

39.2 Termination of the participation of one or more partners, by the partners

Not applicable

39.3 Termination of the Specific Agreements, by the Commission

39.3.1 Conditions

The Commission may terminate a Specific Agreement if:

- (a) non-accession to the Agreement: not applicable;
- (b) a change to the partner's legal, financial, technical, organisational or ownership situation likely to substantially affect or delay the implementation of the work programme or calls into question the decision to award the specific grant;
- (c) amendment impossible after termination of participation of a partner: not applicable;
- (d) implementation of the work programme is prevented by force majeure (see Article 40) or suspended by the partner (see Article 38.1) and either:
 - (i) resumption is impossible, or
 - (ii) the necessary changes to the Specific Agreement would call into question the decision awarding the specific grant or breach the principle of equal treatment of applicants;
- (e) the partner is declared bankrupt, being wound up, having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, or is subject to any other similar proceedings or procedures under national law;
- (f) the partner (or a natural person who has the power to represent or take decisions on its behalf) has been found guilty of professional misconduct, proven by any means;
- (g) the partner does not comply with the applicable national law on taxes and social security;
- (h) a partner (or a natural person who has the power to represent or take decisions on its behalf) has committed fraud, corruption, or is involved in a criminal organisation, money laundering or any other illegal activity;
- (i) a partner (or a natural person who has the power to represent or take decisions on its behalf) has committed:

- (i) substantial errors, irregularities or fraud or
- (ii) serious breach of obligations under the Framework Partnership Agreement or a Specific Agreement or during the award procedure (including improper implementation of the work programme, submission of false information, failure to provide required information, breach of ethical principles);
- (j) the partner (or a natural person who has the power to represent or take decisions on its behalf) has committed — in other EU or Euratom grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on the specific grant (**extension of findings from other grants to the specific grant**; see Article 22.5.2);
- (k) refusal to remove a linked third party: not applicable.

39.3.2 Procedure

Before terminating the Specific Agreement, the Commission will formally notify the partner:

- informing it of its intention to terminate and the reasons why and
- inviting it, within 30 days of receiving notification, to submit observations and — in case of Point (i.ii) above — to inform the Commission of the measures to ensure compliance with the obligations under the Framework Partnership Agreement and the Specific Agreement concerned.

If the Commission does not receive observations or decides to pursue the procedure despite the observations it has received, it will formally notify to the partner **confirmation** of the termination and the date it will take effect. Otherwise, it will formally notify that the procedure is not continued.

The termination will **take effect**:

- for terminations under Points (b), (e), (g),(i.ii) and (k) above: on the day specified in the notification of the confirmation (see above);
- for terminations under Points (d), (f), (h) (i.i) and (j) above: on the day after the notification of the confirmation is received by the partner.

39.3.3 Effects

The partner must — within 60 days from when termination takes effect — submit a final report (see Article 11 SGA).

If the Specific Agreement is terminated for breach of the obligation to submit the report (see Article 39.3.1(i) and Article 11 SGA) the partner may not submit any report after termination.

If the Commission does not receive the report within the deadline (see above), no costs will be taken into account.

The Commission will **calculate** the final grant amount (see Article 10.3) and the balance (see Article 12 SGA) on the basis of the report submitted. Only costs incurred until termination takes effect are eligible (see Article 5 SGA). Costs relating to contracts due for execution only after termination are not eligible.

This does not affect the Commission's right to reduce the specific grant (see Article 32) or to impose administrative sanctions (Article 34).

The partner may not claim damages due to termination by the Commission (see Article 35).

After termination, the partner's obligations (in particular Articles 20, 22, 23, 24, 26, 27, 29, 31, 32 and 33) continue to apply.

SUBSECTION 4 FORCE MAJEURE

ARTICLE 40 — FORCE MAJEURE

'Force majeure' means any situation or event that:

- prevents either party from fulfilling their obligations under the Agreement,
- was unforeseeable, exceptional situation and beyond the parties' control,
- was not due to error or negligence on their part (or on the part of third parties involved in the work programme), and
- proves to be inevitable in spite of exercising all due diligence.

The following cannot be invoked as force majeure:

- any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure,
- labour disputes or strikes, or
- financial difficulties.

Any situation constituting force majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects.

The parties must immediately take all the necessary steps to limit any damage due to force majeure and do their best to resume implementation of the work programme as soon as possible.

The party prevented by force majeure from fulfilling its obligations under the Framework Partnership Agreement or a Specific Agreement cannot be considered in breach of them.

CHAPTER 4 FINAL PROVISIONS

ARTICLE 41 — COMMUNICATIONS BETWEEN THE PARTIES

41.1 Form and means of communications

Communication under the Framework Partnership Agreement and the Specific Agreements (information, requests, submissions, formal notifications, etc.) must:

- be made in writing and
- bear the number of the Framework Partnership Agreement and the Specific Agreement concerned.

Until the payment of the balance: all communication must be made through the electronic exchange system and using the forms and templates provided there.

After the payment of the balance: formal notifications must be made by registered post with proof of delivery ('formal notification on paper').

Communications in the electronic exchange system must be made by persons authorised according to the Participant Portal Terms & Conditions. For naming the authorised persons, each partner must have designated — before the signature of the Framework Partnership Agreement — a 'legal entity appointed representative (LEAR)'. The role and tasks of the LEAR are stipulated in his/her appointment letter (see Participant Portal Terms & Conditions).

If the electronic exchange system is temporarily unavailable, instructions will be given on the [Agency and] Commission websites.

41.2 Date of communications

Communications are considered to have been made when they are sent by the sending party (i.e. on the date and time they are sent through the electronic exchange system).

Formal notifications through the **electronic** exchange system are considered to have been made when they are received by the receiving party (i.e. on the date and time of acceptance by the receiving party, as indicated by the time stamp). A formal notification that has not been accepted within 10 days after sending is considered to have been accepted.

Formal notifications on paper sent by registered post with proof of delivery (only after the payment of the balance) are considered to have been made on either:

- the delivery date registered by the postal service or

- the deadline for collection at the post office.

If the electronic exchange system is temporarily unavailable, the sending party cannot be considered in breach of its obligation to send a communication within a specified deadline.

41.3 Addresses for communication

The **electronic** exchange system must be accessed via the following URL:

[insert URL]

The Commission will formally notify the partner in advance any changes to this URL.

Formal notifications on paper (only after the payment of the balance) addressed **to the Commission** must be sent to the following address:

European Commission
Directorate-General Justice and Consumers
B-1049 Brussels
BELGIUM

Formal notifications on paper (only after the payment of the balance) addressed **to the partner** must be sent to its legal address as specified in the Participant Portal Beneficiary Register.

ARTICLE 42 — INTERPRETATION OF THE FRAMEWORK PARTNERSHIP AGREEMENT AND THE SPECIFIC AGREEMENTS

42.1 Precedence of the Terms and Conditions over the Annexes

The provisions in the Terms and Conditions of the Framework Partnership Agreement and the Specific Agreements take precedence over their Annexes.

Annex 2 to the Specific Agreements takes precedence over their Annex 1.

42.1a Precedence of the Terms and Conditions of the Specific Agreements over the Framework Partnership Agreement

The provisions in the Terms and Conditions of the Specific Agreements take precedence over the Framework Partnership Agreement.

42.2 Privileges and immunities

Not applicable

ARTICLE 43 — CALCULATION OF PERIODS, DATES AND DEADLINES

In accordance with Regulation No 1182/71¹⁴, periods expressed in days, months or years are calculated from the moment the triggering event occurs.

The day during which that event occurs is not considered as falling within the period.

ARTICLE 44 — AMENDMENTS TO THE FRAMEWORK PARTNERSHIP AGREEMENT AND THE SPECIFIC AGREEMENTS

44.1 Conditions

The Framework Partnership Agreement and the Specific Agreements may be amended, unless the amendment entails changes to those agreements which would call into question the decisions awarding the framework partnership or specific grants concerned or breach the principle of equal treatment of applicants.

Amendments to the Framework Partnership Agreement cannot extend the duration of the framework partnership (see Article 3).

Amendments may be requested by any of the parties.

44.2 Procedure

The party requesting an amendment must submit a request for amendment signed in the electronic exchange system (see Article 41).

The request for amendment must include:

- the reasons why;
- the appropriate supporting documents.

The Commission may request additional information.

If the party receiving the request agrees, it must sign the amendment in the electronic exchange system within 45 days of receiving notification (or any additional information the Commission has requested). If it does not agree, it must formally notify its disagreement within the same deadline. The deadline may be extended, if necessary for the assessment of the request. If no notification is received within the deadline, the request is considered to have been rejected

An amendment **enters into force** on the day of the signature of the receiving party.

An amendment **takes effect** on the date agreed by the parties or, in the absence of such an agreement, on the date on which the amendment enters into force.

¹⁴ Regulation (EEC, Euratom) No 1182/71 of the Council of 3 June 1971 determining the rules applicable to periods, dates and time-limits (OJ L 124, 8.6.1971, p. 1).

ARTICLE 45 — ACCESSION TO THE FRAMEWORK PARTNERSHIP AGREEMENT AND THE SPECIFIC AGREEMENTS

Not applicable

ARTICLE 46 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES

46.1 Applicable law

[OPTION 1 by default: The Framework Partnership Agreement and the Specific Agreements are governed by the applicable EU law, supplemented if necessary by the law of Belgium.]

[OPTION 2 for international organisations that do not accept any applicable law clause: Not applicable]

[OPTION 3 for international organisations that would accept an applicable law clause, but not the standard clause (EU + Belgian law): The Agreement is governed [by the applicable EU law] [, supplemented if necessary] [by the law of [Belgium][[insert name of another Member State or EFTA country]]] [and, where appropriate,] [by the general principles governing the law of international organisations and the rules of general international law].]

46.2 Dispute settlement

[OPTION 1 by default: If a dispute concerning the interpretation, application or validity of the Framework Partnership Agreement or a Specific Agreement cannot be settled amicably, the General Court — or, on appeal, the Court of Justice of the European Union — has sole jurisdiction. Such actions must be brought under Article 272 of the Treaty on the Functioning of the EU (TFEU).]

[OPTION 2 if the partner is a non-EU partner (except beneficiaries established in an associated country with an association agreement to the Justice or Rights, Equality and Citizenship Programme that stipulates sole jurisdiction of the European Court of Justice): If a dispute concerning the interpretation, application or validity of the Framework Partnership Agreement or a Specific Agreement cannot be settled amicably, the competent Belgian courts have sole jurisdiction.]

[OPTION 3 if the partner is an international organisation or a non-EU partner not receiving EU funding which according to its national law cannot be subject to the jurisdiction of the Belgian courts: Disputes concerning the interpretation, application or validity of the Framework Partnership Agreement or a Specific Agreement must — if they cannot be settled amicably — be referred to arbitration. Each party must formally notify to the other party its intention of resorting to arbitration and the identity of the arbitrator. The Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States in force at the date of entry into force of the Agreement will apply. The appointing authority will be the Secretary-General of the Permanent Court of Arbitration following a written request submitted by either party. The arbitration proceedings must take place in Brussels and the language used in the arbitral proceedings will be English. The arbitral award will be binding on all parties and will not be subject to appeal.]

If a dispute concerns administrative or financial penalties, offsetting or an enforceable decision under Article 299 TFEU (see Articles 33, 34 and 35), the partner must bring action before the General Court — or, on appeal, the Court of Justice of the European Union — under Article 263 TFEU. Actions against enforceable decisions must be brought against the Commission (not against the Agency).

ARTICLE 46 — ENTRY INTO FORCE OF THE FRAMEWORK PARTNERSHIP AGREEMENT

The Framework Partnership Agreement will enter into force on the day of signature by the Commission or the partner, depending on which is later.

SIGNATURES

For the partner:

[function/forename/surname]

[electronic signature]

For the Commission:

[forename/surname]

[electronic signature]

Done in [English] on [electronic time stamp]

Done in [English] on [electronic time stamp]

ANNEX 1

ACTION PLAN¹⁵

¹⁵ The action plan should include the common objectives of the parties and the types of activities covered under this framework partnership that contribute to the achievement of those objectives.