



WBCInno

*Manual for contractual and
financial management*



“Modernization of WBC universities through strengthening of structures and services for knowledge transfer, research and innovation“

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MANUAL FOR CONTRACTUAL AND FINANCIAL MANAGEMENT



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Revision Sheet

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1. INTRODUCTION

Projects such as WBC-Inno that have large Consortia require an efficient management structure. Most of the rules are defined by the Grant Agreement, but procedures for their practical implementation need to be designed by the participants. This is especially significant in situation when we need to comply the International rules with national legislation.

The main objective of this Manual is to provide support to project partners so that they can manage the project locally in an efficient and successful manner. By clearly defining the procedures for financial and technical management, the communication between the project coordinator and partner will be simplified. Additionally, the project partners will be able to fulfill successfully their contractual obligations and to provide all necessary inputs with high quality to project coordinator whose responsibility is to further incorporate them in the Reports for the EACEA.

This manual deals with the two types of management: technical and financial management, including reporting and monitoring. It provides the clear picture what the objectives of such management is, the procedures to be followed as well as forms to be filled in.

Additionally, it offers very detailed definition of eligible and ineligible costs. It gives a well structured preview of all necessary supporting documents that need to be provided in order to justify adequately eligible costs, as well as rules for the tenders in order to facilitate the purchase of goods and services within the project.

Please note that in this Manual some definitions and rules are taken in original form from the Grant Agreement and Guidelines for the Use of the Grant, in order to avoid any misinterpretation. Those sections are specially marked in the text, as the example given bellow:

3.6. Eligible expenses for other costs

This category covers costs for dissemination of information (advertising in the media, promotional materials), hire of premises for dissemination events (only with prior written approval), audits (obligatory for projects with a awarded grant of more than EUR 750 000), inter-project coaching (up to a maximum of EUR 2500), bank charges including bank guarantee charges where requested by the Executive Agency, as well as subcontracting for specific tasks.

Source: "Guidelines for the Use of Grants" (Section 7.3)



2. MANAGEMENT STRUCTURE OF WBCInno

The management structure of the WBC-Inno is based on vast managerial experience of all partners gained through the implementation of various projects funded by the EU and adjusted to fit the needs and recommendations of the Tempus programme. The role of all management bodies is to provide efficient and successful realization of planned activities.

The project management structure is established to ensure effectiveness, decisiveness, flexibility and quality of work. It involves the Contractor, the Coordinator, a Steering Committee, a Project Support Team (3 members) and Quality Assurance Project Team (5 members), as shown in the Figure 1.

The Contractor – The contractor (University of Kragujevac in this case) is legally and financially responsible for administering the project grant, drawing the attention of all partners to contractual rules and to releasing money only for the purposes allowed by contract.

The Coordinator - As the coordinator also represents the contractor, his/her responsibility is to manage, coordinate and monitor the project activities and with regard to timetable, assess achievement of the planned endpoints and coordinate appropriate records of activities.

Steering Committee - Members of the Steering Committee are formally appointed at the kick-off meeting (along with persons replacing them in case of their absence) and usually they are contact persons from each partner institution. The Steering Committee will meet twice a year and jointly review and decide on any necessary contingency measures in reorganization tasks and resources.

Project Support Team – Project Support Team (PST) consists of three members and it provides financial and technical assistance for day-to-day management to the Project Coordinator.

Quality Assurance Project Team – The team acts as a support to the project coordinator in the process of overall internal monitoring. In order to contribute to the efficient project management, the team will develop the Quality control and monitoring strategy.

Site Managers – Site Managers (contact persons) are in charge of local project management supported with their local teams, in consultation with the Coordinator.

WP leaders – WP leaders have the responsibility for coordination of individual WP (with the help of task leaders) and monitoring deliverables and planned milestones related to their WP.

Task leaders – Task leader are responsible for the management and coordination at the level of Activities.

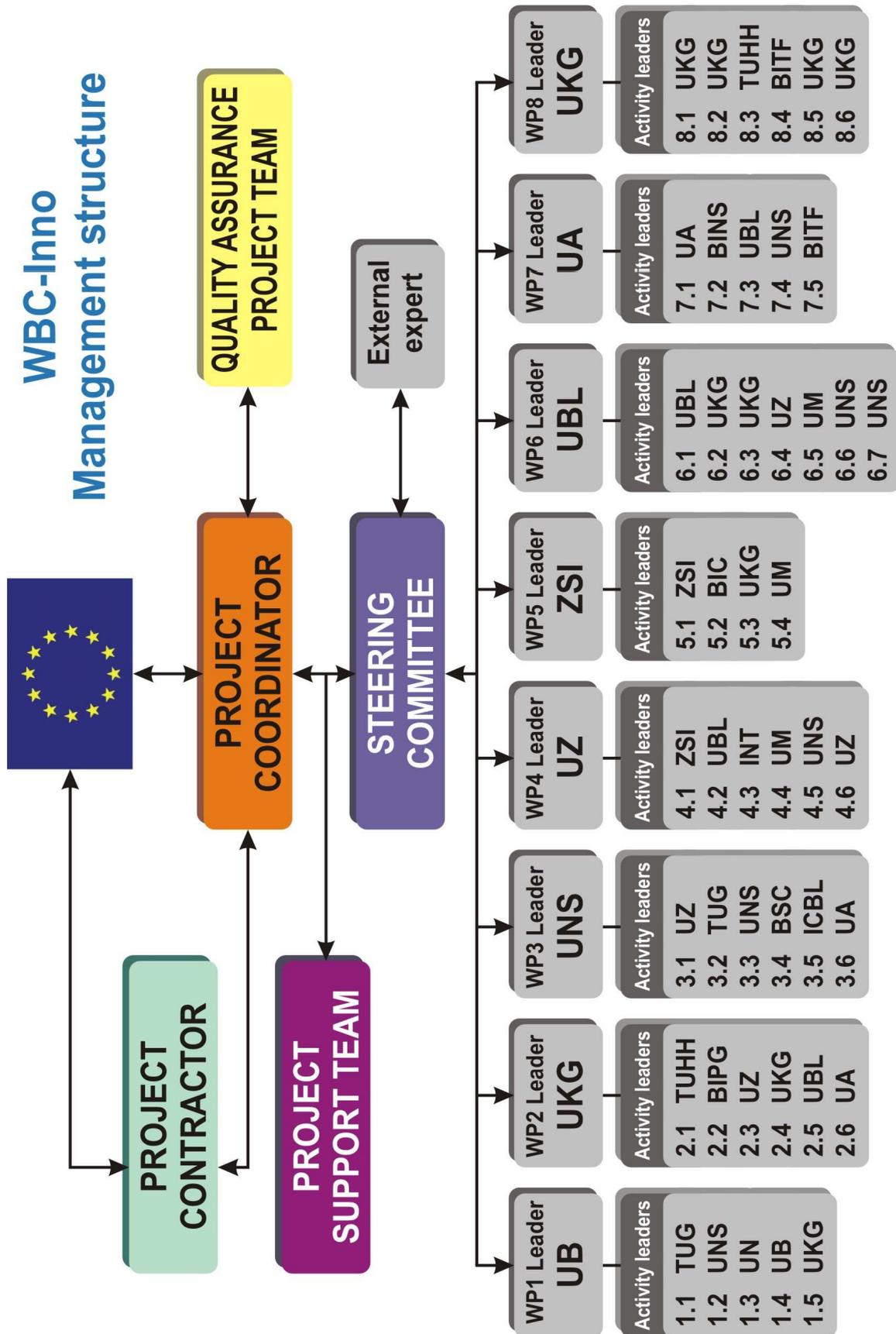


Figure 1 – Management structure of the WBC-Inno project

3. TECHNICAL AND FINANCIAL REPORTING

3.1. Basic principles of reporting

There are two main purposes of the reporting. The formal reporting, by UKG, provides the necessary information to the Education, Audiovisual and Culture Executive Agency (EACEA) to assure them that our project is being implemented according to the Grant Agreement and that payments should therefore be released. The annual reports provide information to the PST (Project Support Team) to allow them to support project partners with implementation.

Reporting also helps us to view our progress objectively.

The annual (technical and financial) reports are linked to transfer of grant to partners from UKG. The Final Report though must be approved by EACEA before the final payment to the coordinator is released. No report is required to secure the advance payment.

The reports should accurately reflect Project Partner (PP) progress during the reporting period, highlighting any key issues and providing justification for any deviations from the Description of the project as set out in Annex I of Grant Agreement.

It is significantly faster to prepare the technical reports if information is added to them at the time when the activity takes place. This can always be amended later but it makes sure that the recommendations for corrective action and for improving the programme are not lost. Equally, the Work plan should be updated whenever necessary changes are identified and submitted along with the annual report if there are any changes. All changes must be justified in writing.

3.2. Standards of all reports

All reports should be typed and should be in English. Copy of each report and supporting documents should be provided to the PST, as well as an electronic version. Annual report forms are provided in the Annexes 1 and 2 of “Manual for Contractual and Financial Management”.

3.3. Reporting schedule

Project partners are required to produce two types of technical and financial reports:

- ✚ Annual reports (three in total), prepared by the project partners
 - I Partner Report – 15th November 2013;
 - II Partner Report – 15th November 2014;
 - III Partner Report – 1st November 2015;

- ✚ Reports (two in total) prepared by the Coordinator to be delivered to EACEA:
 - Intermediate Report – 15th April 2014 and
 - Final report – 14th December 2015.

The partner has to respect the reporting deadlines (also stated in the Partnership Agreement), and submit their Report with supporting documents on validation of expenditure to the project coordinator in due time as requested, in 10 (ten) working days. If those are not submitted to the coordinator within the set deadline, they will not be included in the progress report of the project that coordinator is responsible to deliver to the Executive Agency.

3.4. Annual partner reports

The annual reports are linked to a payment. Information contained in the reports will be reviewed as part of the monitoring process. It is not intended that these reports will provide all the details of what is happening on the project. The annual reports focus on activities and results. If further details are required for clarification then PP will be contacted separately.

The Coordinator can only submit Intermediate and Final reports, as well as financial statements to the EACEA based on inputs from project partners. Therefore, in order to provide adequate information on the progress of the project, each Project partner has to submit an **Annual partner report** to the Coordinator consisting of:

- ✚ **Technical report (Annex 1)** describing the activities carried out and their results during the reporting period, and
- ✚ **Financial report (Annex 2)** presenting the costs incurred during the reporting period.

The annual reports of the partners will be reviewed by PST team and approved by the Coordinator, taking into consideration following assessment criteria:

- ✚ Conformity of the expenditures with the budget of the project;
- ✚ Eligibility of the expenditures;
- ✚ Correct use of the procurement procedures, whenever required;
- ✚ Correctness and completeness of all supporting documents;
- ✚ Correctness of the calculations and applied exchange rates;
- ✚ That any changes which occurred between budget categories are eligible and justified;
- ✚ All copies of the annual reports must be signed in original by the appointed contact person of partner institution;
- ✚ Expenditures must be in conformity, including full eligibility, with the allocated Budget in the Partnership Agreement.

In case that information in Annual Report are not complete or justified, the PST team will help and make recommendations on how this situation can be rectified prior to the final approval of the Annual report by the Coordinator. The Report approved in this way is the basis for the transfer of next installment to the partner institution.

3.4.1. Technical report

The Technical reports should provide the clear picture on the progress of project activities, time and quality of deliverables and results, to what extent the progress indicators are achieved, as well as introduction of changes into the Work plan (if any). For this purpose, the Technical report is structured as follows:

- ✚ Statistics and indicators,
- ✚ Table of achieved/planned results,
- ✚ Statement of costs incurred.

Apart from the statistical and financial information related to the reporting period, the major part of the Technical report is consisted of the **Table of achieved/planned results** (one table per workpackage), with following describing elements:

1. Activities carried out and indicators of achievement,
2. Planned activities and indicators for progress,
3. Any proposed changes (people involved, budget, remaining activities...).

Next page describes some fields of Table of achieved/planned results.

1. The title and reference number as indicated in the project proposal (already incorporated in the template in Annex A1-2)
2. The indicators of achievement and/or performance as indicated in your project proposal (already incorporated in the template in Annex A1-2)
3. Activity number as indicated in the project proposal (already incorporated in the template in Annex A1-2)
4. The activity title as indicated in the project proposal (already incorporated in the template in Annex A1-2)
5. State where and when the activity takes place
6. Provide a brief description of the activity carried out
7. Insert specific indicators (qualitative and quantitative) which can help to measure the achievement of the activity result
8. Insert specific indicators (qualitative and quantitative) which measure the achievements of the activity result
9. Describe any change to the activity plan described in the previous approved report

3.4.2. Financial report

When preparing the Financial report, the project partners are strongly advised to use the Excel file provided by the EACEA **Final Financial Statement (Annex IV to the Grant Agreement)**, which contains the following sheets:

-  Staff costs table
-  Travel costs & costs of stay table
-  Equipment costs table
-  Printing & publishing costs table
-  Other costs table.

The financial management tool which is proven to be very efficient for monitoring and planning expenses, the PST team and the Coordinator prepared the cash-flow tables for two cost categories that each partner has in their budget:

-  Cash flow – staff table
-  Cash flow – travel table

They will allow partners to monitor their expenses on the monthly basis. **It is strongly recommended to use these tables and update them as soon as the expense occurs, along with comments consisting of information on expense structure and reference numbers of supporting documents. In order to facilitate the collecting of supporting documents for the whole Consortium, we kindly ask partners to send the scanned versions of all supporting documents on regular basis to the project Coordinator.**

The detailed explanations on how to fill in those tables are given in the Annex 2 (A2-1 to A2-7).

The PST team will compile on regular basis all information obtained from the Financial reports of the partners, but at least once a year, upon the receipt of the Reports.

3.4.3. Exchange Rate

The Partner financial reports should be drawn up in Euro. In case that Project Partner is from State which has not adopted the Euro as their currency, the Project Partner shall convert into Euro the amounts of expenditure presented in the cash-flow tables that correspond to the invoices in national currency. Those amounts have to be included in all other tables of the Financial report.

During the project implementation, the partner will use two exchange rates for the conversion of currencies into euros as follows:

Any conversion of actual costs into Euros shall be made at the monthly accounting rate established by the Commission and published on its web-site (<http://ec.europa.eu/budget/infoeuro>) for October 2012 until the second pre-financing is received from EACEA, after which the rate of the month of the second pre-financing must be applied.

3.5. Request for payment

The Coordinator has provided all partners with the appropriate form for issuing the transfer of funds to the partner institution – **Request for Payment** (see template in Annex 3). Along with the Request for Payment, the partner has to submit Annual report whose approval will be the basis for issuing the next installment. Deadlines for submitting the Partner Annual Reports are given in section 3.3 of this Manual.

4. ELIGIBILITY OF COSTS

Eligible costs of the action are costs actually incurred by a beneficiary, which meet the following criteria:

- ✚ they are incurred during the duration of the action as specified in Article I.2.2 of the Agreement, with the exception of costs relating to final reports and external audit reports on the action's financial statements and underlying accounts;
- ✚ they are connected with the subject of the Agreement and they are indicated in the estimated overall budget of the action;
- ✚ they are necessary for the implementation of the action which is the subject of the grant;
- ✚ they are identifiable and verifiable, in particular being recorded in the accounting records of a beneficiary and determined according to the applicable accounting standards of the country where the beneficiary is established and according to the usual cost-accounting practices of the beneficiary;
- ✚ they comply with the requirements of applicable tax and social legislation;
- ✚ they are reasonable, justified, and comply with the requirements of sound financial management, in particular regarding economy and efficiency.

Source: Model of "Grant Agreement for an Action with Multiple Beneficiaries" (Article II.14.1)

4.1. Eligible expenses for staff costs:

- ✚ The grant may be used to cover the cost of staff for all beneficiaries when they are performing administrative or academic tasks which are directly necessary to the achievement of the objective of the project, and on the condition that their salary for the same tasks is compensated only once.
- ✚ Staff costs must correspond to the costs incurred by the institutions and to the employing institution's usual policy on remuneration, comprising actual salaries plus social security charges and other statutory costs included in the remuneration.
- ✚ Staff costs should be calculated on the basis of the task performed and not on the status of the person
- ✚ Maximum rates for daily staff costs are indicated in Annex 3 of the Guidelines* (to calculate the hourly rate, please divide by 7.5).
- ✚ The rate for the country in which the beneficiary organization is registered will be applied, independently of where the tasks are executed.

- Public administrations (Ministries, other national, regional and local administrations) or governmental organizations may also participate in the Tempus programme as co beneficiaries but may not receive funding from the grant with the exception of reimbursement for travel costs and costs of stay.

Source: "Guidelines for the Use of Grants" (Section 3)

* Annex 3 of the Guidelines is given as Annex A4-6 of this Manual.

4.2. Eligible expenses for staff travel costs

Travel costs cover transport at national and international level. Only actual travel costs will be considered eligible.

Staff participating in the project, eligible to receive the grant for travel, is as follows:

- Only people under official contract in the beneficiary institutions may benefit from the mobility grant.
- The following groups of teaching and administrative staff can benefit from the grant:
 - University teachers and trainers or trainers from enterprises and other institutions participating in the project;
 - Officials and administrators, non-teaching university staff or staff from enterprises or other institutions participating in the project;
 - Public administrations or governmental organisations (see point 3.1 of these guidelines).

The above terms refer to the status of these people in their home institution.

Eligible travel expenses:

- Costs may be claimed only for journeys directly connected to specific and clearly identifiable project-related activities.
- Reimbursement is based on real costs, independent of the means of travel chosen (rail, bus, taxi, plane, hire car); beneficiaries are required to use the cheapest means of travel (e.g. Economy tickets for air travel and to take advantage of reduced fares; where this is not the case a full explanation should be provided).
- The travel cost for a journey should include all costs and means of travel from the point of departure to the point of arrival (and return) and may include visa fees and reasonable cancellation costs.
- Expenses for travel by private car (private or company cars), where substantiated and where the price is not excessive, will be refunded as follows (whichever the cheaper option):
 - either a rate per km in accordance with the internal rules of the organisation concerned up to a maximum of EUR 0.22*;
 - or the price of a rail or bus (equivalent of a first-class fare for the same distance) or plane ticket (see second bullet point above); only the price of one ticket will be reimbursed, irrespective of the number of people traveling in the same vehicle.
- For hire cars (maximum category B or equivalent) or taxis:
 - actual cost where this is not excessive if compared to other means of transport (also taking into account factors such as time of day or excessive luggage);

- Reimbursement will be made for the real cost of car hire, irrespective of the number of people traveling in the same vehicle.

- ✚ Costs related to entry visas and related obligatory insurance should also be listed under this heading.

The guiding principle for activities and related travel is that they are carried out on the premises of the project beneficiaries listed in Annex V** (some notable exceptions are given in the list below). The following are eligible:

- ✚ Teaching/training assignments for Partner Country staff/trainers carried out on the premises of the beneficiaries in the European Union or Partner Countries;
- ✚ Teaching/training assignments for European Union staff/trainers carried out on the premises of the beneficiaries in the Partner Countries;
- ✚ Retraining and update courses for Partner Country staff carried out on the premises of the beneficiaries in the European Union or the Partner Countries;
- ✚ Practical placements in companies, industries and institutions for Partner Country teaching/administrative staff and trainees carried out in the European Union or Partner Countries participating in the project;
- ✚ Meetings for management, coordination, planning, monitoring and quality control activities, carried out in the European Union or Partner Countries participating in the project;
- ✚ Workshops and visits for dissemination purposes to other parties in the Partner Countries participating in the project (other educational institutions, regional education authorities, business community, institutions);
- ✚ Language training for a well-defined target group of teaching/administrative staff from the Partner Country in the Partner Country itself wherever possible. If not possible, the language training should be combined with another eligible mobility and may include travel to one of the European Union or Partner Countries participating in the project;
- ✚ Travel for research activities cannot be financed from the Tempus grant.

Source: "Guidelines for the Use of Grants" (Section 4)

* For calculating the distance, please use the following link <http://www.viamichelin.com/>

**Annex V of the WBCInno Grant Agreement

4.3. Eligible expenses for staff costs of stay

These expenses include daily allowances for subsistence, accommodation, local and public transport such as bus and taxi, personal or optional health insurance etc.

When calculating **expenses for staff costs of stay**, amount of expenses is calculated according to the number of days from the day when the travel started to the day when it ends (including those two days as well).

For the amount of eligible expenses for stay costs depending on the number of days, please See table **Eligible expenses for staff Costs of Stay** (Annex 5-5)

4.4. Eligible expenses for equipment

Only the purchase of equipment which is directly relevant to the project objectives can be considered as eligible expenditure. This could include, for example, books and periodicals, fax machines, photocopying machines, computers and peripherals, software, machines and equipment for teaching purposes, video-projectors (hardware) and video-presentations (software), TV sets, installing/setting up of communication lines for internet connection/Skype, access to databases (libraries and electronic libraries outside the partnership), consumables required to ensure the smooth functioning of purchased equipment, equipment maintenance, insurance, transport and installation costs.

Source: "Guidelines for the Use of Grants" (Section 5.1)

4.5. Eligible expenses for printing and publishing costs

Costs relating to printing, publishing (including in electronic format), photocopying of teaching material and any other documentation necessary to achieve the objectives of the project are considered eligible.

Source: "Guidelines for the Use of Grants" (Section 6.1)

4.6. Eligible expenses for other costs

This category covers costs for dissemination of information (advertising in the media, promotional materials), hire of premises for dissemination events (only with prior written approval), audits (obligatory for projects with a awarded grant of more than EUR 750 000), inter-project coaching (up to a maximum of EUR 2500), bank charges including bank guarantee charges where requested by the Executive Agency, as well as subcontracting for specific tasks.

Source: "Guidelines for the Use of Grants" (Section 7.1)

4.7. Eligible expenses for indirect costs

Indirect costs include stationery, general photocopying, office supplies, postage and telecommunication costs directly related to the project. Whilst the cost of installing an internet connection can be covered under equipment, the cost of using internet and other computerized communication software should be covered under 'Indirect costs'.

Source: "Guidelines for the Use of Grants" (Section 8.1)

4.8. Ineligible costs

The following costs are considered ineligible:

-  return on capital;
-  debt and debt service charges;
-  provisions for losses or potential future liabilities;
-  interest owed;
-  doubtful debts;

- ✚ exchange losses;
- ✚ VAT, unless the beneficiary can show that he is unable to recover it according to the applicable national legislation;
- ✚ costs declared by a beneficiary and covered by another action or work programme receiving a European Union grant;
- ✚ excessive or reckless expenditure;
- ✚ equipment such as: furniture, motor vehicles of any kind, equipment for research and development purposes, telephones, mobile phones, alarm systems and anti-theft systems;
- ✚ hospitality costs;
- ✚ costs related to the use of materials (computer, laboratory, library, etc.) incurred by universities, institutions, industries or companies when hosting staff;
- ✚ registration fees for courses, seminars, symposia, conferences, congresses;
- ✚ costs of premises (purchase, rent, heating, maintenance, repairs etc.). Renting of premises is only possible for specific dissemination events with prior written approval from the Agency;
- ✚ costs linked to the purchase of real estate;
- ✚ expenses for activities - and related travel - that are not carried out on the premises of the project beneficiaries (see Annex V of the Grant Agreement), unless listed as an eligible activity in these guidelines or explicit prior authorisation has been granted by the Agency;
- ✚ expenses incurred outside the eligibility period;
- ✚ contributions in kind.

Source: "Guidelines for the Use of Grants" (Section 10)



5. SUPPORTING DOCUMENTS

5.1. Supporting documents for staff cost

A duly filled in **Staff Convention** (Annex 1 of the Guidelines*) for each person employed by the project must be attached to the project accounts and retained by the coordinator as supporting documents. The conventions must be signed by the person concerned, then signed and stamped by the person responsible in the institution where this person is engaged to work on the project. For staff performing both administrative and academic tasks a separate convention must be signed for each type of activity. In addition, time-sheets have to be attached to each staff convention.

The time-sheets** must indicate

- ✚ the **date** of the service provided
- ✚ the **number of hours** worked on these dates
- ✚ the **tasks** performed (short description).

The time-sheets must be signed by the person concerned and countersigned by the person responsible in the institution where this person is normally employed***.

Source: "Guidelines for the Use of Grants" (Section 3.2)

* It corresponds to Annex A4-1 of this Manual

** Template is available in Annex A4-2

*** Institution where this person is engaged to work on the project

Appropriate measures to make a timesheet system more effective include:

- ✚ Arrange for timesheets to be filled directly by those who perform the work. Have them sign their timesheets to acknowledge their responsibility for their input.
- ✚ Require project staff to submit their timesheets no later than one or two days after the end of the timesheet period. To encourage reliability, monitor this deadline.
- ✚ Make the timesheet period sufficiently short (at most monthly).
- ✚ Set up a standardised timesheet format which must be used by all staff.
- ✚ Have timesheets reviewed and approved by direct superiors.
- ✚ Once the timesheet has been filled in and approved, the staff member should not be able to amend it.

Source: "Financial Information Kit" (FactSheet 06)

- ✚ If staff works on several projects simultaneously, please make sure that the time expressed in the Tempus Time-sheets does not overlap with time spent on other projects. This practice should ensure that time cannot be charged twice.
- ✚ If the Convention form relates to the activity that lasts for the period of several months, please attach Time-sheets for all the relevant months in this period.

5.2. Supporting documents for travel cost & costs of stay

Individual mobility reports (Annex 2 of these guidelines*) together with all copies of travel tickets, boarding passes, invoices and receipts, or for car travel a copy of the internal regulations on the reimbursement rate per km. The aim of the supporting documentation is to demonstrate the actual cost of the travel and the fact that the trip actually took place. When travel costs are shared (coach), the supporting documentation (invoice) for the group should be retained and each individual should keep a record of their share of the hire costs in the Individual mobility report.

Source: "Guidelines for the Use of Grants" (Section 4.3.4)

* Corresponding to the Annex A4-3 of this Manual

In addition to the supporting documents, appropriate measures to keep effective accounts on travel and subsistence costs include:

- ✚ Establishing a travel request form including information on the reason for travel and budget to be approved by an authorising person before the travel takes place.
- ✚ Creating a travel report template consisting travel details such as dates, times and reasons for travel (speaker at conference, coordination meeting with project partners etc.).
- ✚ Creating a travel expense claim form to declare all proofs of actual travel expenses e.g. original travel tickets and bills, boarding passes, hotel invoices, meal receipts etc. Expense claims should be approved by a person within the beneficiary's organisation authorised to do so.
- ✚ For travel and subsistence allowances, remember that amounts published by the EC are maximum ceilings. Beneficiaries can always pay lower amounts, for example if travel takes place in cheaper parts of the country, or when the actual costs are lower and inline with the usual remuneration policy. In case, actual allowances are higher than the amounts published, the exceeding part will be considered as ineligible costs by the Agency.

Source: "Financial Information Kit" (FactSheet 07)

5.3. Supporting documents for equipment

- ✚ Invoice(s) for all purchased equipment (please note that order forms, pro-forma invoices, quotations or estimates are not considered as proof of expenditure).
- ✚ When the threshold of EUR 25 000 is exceeded, documentation on the tendering procedure and three quotations.

Source: "Guidelines for the Use of Grants" (Section 5.6)

5.4. Supporting documents for printing and publishing (for WBC partners)

-  All invoices.
-  When the threshold of EUR 25 000 is exceeded, documentation on the tendering procedure and three quotations.

Source: "Guidelines for the Use of Grants" (Section 6.2)

5.5. Supporting documents for other costs

-  Invoices, subcontracts and bank statements.
-  In the case of travel activities of subcontracted service provider and inter-project coaching: Individual mobility reports (Annex 5 of these guidelines) together with all copies of travel tickets, boarding passes, invoices and receipts, or for car travel a copy of the internal regulations on the reimbursement rate per km. The aim of the supporting documentation is to demonstrate the actual cost of the travel and the fact that the trip actually took place.
-  When the threshold of EUR 25 000 is exceeded, documentation on the tendering procedure and three quotations.

Source: "Guidelines for the Use of Grants" (Section 7.3)

5.6. Supporting documents for indirect costs

No supporting documentation is required

Source: "Guidelines for the Use of Grants" (Section 8.3)

Special recommendation for WBC-Inno: As soon as the cost is incurred and necessary supporting documents are provided to justify that costs, it is strongly recommended to send the scanned copies of those supporting documents to the project coordinator. The project coordinator will archived them in the Documentation for the overall project technical/financial management.

5.7. Summary of the supporting documents to retain or to send with financial report ¹⁾

TYPE OF COST	DOCUMENTS TO RETAIN	DOCUMENTS TO SEND	DOCUMENTS TO RETAIN FOR EX-POST AUDITS
<p>Staff costs</p>	<ul style="list-style-type: none"> - A convention duly filled in for each person employed by the project or, in the case of industry/enterprise or an external institution, a sub-contract and invoice. - For a sub-contract exceeding EUR 25.000, documentation on the tendering procedure (including at least three offers). - For staff performing both administrative and academics tasks, a separate convention for each type of activity. - Authorised timesheets for each staff member/expert for their work on the project 	<ul style="list-style-type: none"> - For an individual sub-contractor, industry/enterprise or an external institution that has been paid more than EUR 25.000, copies of the sub-contract and invoice must be sent as supporting documents. - Where a higher salary rate has been applied, supporting documents such as a payslip proving that a higher wage was paid to the person concerned for a previous and similar task. - NB: When the total value of the invoice is greater than EUR 25.000, the beneficiary must indicate the name of companies / organizations / experts consulted, in the space provided on the list of invoices for subcontractors. The beneficiary may not split the purchase of services into smaller contracts with individual amounts lower than this threshold. 	<ul style="list-style-type: none"> - Authorised timesheets for each staff member/expert for their work on the project - Calculation of the daily or hourly rate for employees claimed in the Financial Report - Access to payroll records in order to compare the budgeted unit costs claimed to actual salaries using documents such as payslips and employment contracts - Descriptions of the work performed by each person - Fiscal declaration of annual salary when applicable - Personnel register - Proof of usual remuneration policy. <p>Sub-contracting</p> <ul style="list-style-type: none"> - Original invoices supporting the fees claimed - Descriptions of the work performed by third party staff - Contracts with subcontractors; documentation relating to tenders.

¹⁾ - Information letter for beneficiaries of a Tempus grant awarded under the first Tempus IV Call for proposals launched in 2008
 - "Guidelines for the Use of Grants" (Sections 3 – 8)
 - "Financial Information Kit" (Annex 1 to FactSheet 08)

TYPE OF COST	DOCUMENTS TO RETAIN	DOSUMENTS TO SEND	DOCUMENTS TO RETAIN FOR EX-POST AUDITS
Travel costs and costs of stay	<ul style="list-style-type: none"> - Individual mobility report together with all copies of travel tickets, boarding passes, invoices, receipts or, if traveling by car, a copy of the internal rules on reimbursement paid per km. When travel costs are shared (coach), the supporting documentation (invoice) for the group should be provided and each individual should report on his/her share of the hire costs in the individual mobility report. 	<ul style="list-style-type: none"> - None 	<p>Travel costs</p> <ul style="list-style-type: none"> - Original airline tickets or travel agents invoices and boarding passes - Bus/ train tickets and taxi receipts - Proof of usual remuneration policy. <p>Costs of stay</p> <ul style="list-style-type: none"> - Details of per diems claimed (including dates and purposes of visits made) - Proof of usual remuneration policy.
Equipment costs	<ul style="list-style-type: none"> - All invoices for all equipment purchased - Three estimates/offers for purchases exceeding EUR 25.000. 	<ul style="list-style-type: none"> - Copy invoices for equipment with a total value exceeding EUR 25.000. - For equipment with a total value of more than EUR 25 000, a copy (not original) of the invoice(s) must be sent as supporting documents. 	<ul style="list-style-type: none"> - Original invoices supporting the costs claimed - Calculations of equipment costs claimed on basis of depreciation - Details of the physical location of the equipment items (Fixed Asset Register).
Printing & publication costs	<ul style="list-style-type: none"> - All invoices 	<ul style="list-style-type: none"> - None 	<ul style="list-style-type: none"> - All invoices

TYPE OF COST	DOCUMENTS TO RETAIN	DOCUMENTS TO SEND	DOCUMENTS TO RETAIN FOR EX-POST AUDITS
Other costs	<ul style="list-style-type: none"> - Invoices - Subcontracts - Bank statements - Travel activities of subcontracted service provider and inter-project coaching: IMR with all copies of travel tickets, boarding passes, invoices and receipts, or for car travel a copy of the internal regulations on the reimbursement rate per km. 	<ul style="list-style-type: none"> - For a service provider (individuals or companies) where the total value of the subcontract is more than EUR 25 000, copies (not originals) of the subcontract and invoice must be sent as supporting documents - NB: In the financial statements, the coordinator must indicate, in the space provided on the list of invoices for subcontractors, the names of companies/organisations/experts consulted (minimum three). The beneficiaries may not split the purchase of services into smaller contracts with individual amounts lower than the EUR 25 000 threshold. 	

Other documents to retain for ex-post audits

<ol style="list-style-type: none"> 1. Copy of Grant Agreement/decision, plus any addenda/riders to the agreement/decision (if relevant). 2. All Financial Reports submitted to the Agency together with any supporting/backing schedules in hard and electronic copy (if you have these in Excel or Word should be e-mailed to us prior to the audit). 3. All Activity Reports submitted to the Agency. 4. Agency grant application documents e.g. application form, request for grant. 5. Details of the legal status of the organisation. 6. Details of the organisational structure of your organisation (i.e. Organigram) plus brief descriptions of the work carried out by all persons working on the project. 7. A list of signatories to the bank account(s) used for the project.

8. Clarification of the VAT status of the organisation and whether VAT is being claimed on project expenses.
9. Audit trail - clear link between the (sum of) amounts claimed per item in Financial Reports claimed from the Agency, the bookkeeping and the supporting documents. It is not the duty of the auditors to reconcile an audit trail that doesn't tally with the Financial Report sent to the Agency.
10. General ledger for the duration of the project and name of accounting software.
11. Any evaluation or external audit reports related to the project.
12. An explanation of procedures in place for making project expenditure (i.e. initiation of purchase, receipt of invoice, authorisation of payment, recording of amount in accounting ledgers) – please provide printouts of any cost centres used for the project.
13. Correspondence relating to the grant agreement/decision and relevant for the financial audit.
14. Bank statements used for the payment of project expenses and receipt of EU funding received from the Agency. Our team will need to trace a sample of the expenses claimed, through to the bank statements, to prove the payments were made.
15. Details of exchange rates used to convert expenses into Euro.
16. Details of bank interest earned on the funds paid by the Agency.
17. List of EU funded projects for the last five years.
18. Details of any known problems in the project relevant for the financial audit.
19. Internal rules (if any) on travel and subsistence.

Source: "Financial Information Kit" (Annex 1 to FactSheet 08)



6. TENDERING PROCEDURE

During the tendering procedures within this project (applied only to WBC universities), following rules have to be obeyed:

-  All procurements must be in accordance with the rules defined in the *Grant Agreement*, concluded between the EACEA and the Project Coordinator.
-  All procurements must be realized in a transparent way, and the goods and services with cost-quality ration best must have the priority.

Depending on the total value of procurement envisaged in the project, following principle must be followed:

-  If the value of the total procurement in the project is lower than 25 000 Euros, the procurement can be realized on the basis of only one offer.
-  When the procurement value is 25 000 Euros or more, it is necessary to collect at least three different offers from potential providers. Very rarely, in cases when purchase of equipment is planned and there are not enough potential suppliers, it is allowed to realize procurement with less than three offers, which must be previously approved by the EACEA.
-  Procurement of equipment in the project cannot be split in order to avoid collecting at least three offers and it is necessary to consolidate them at the level of project with the aim of more efficient usage of project resources. Potential splitting of procurement within the project must be previously approved by EACEA.
-  The project coordinator is responsible for keeping and archiving the documentation on realized procurement.

In order to avoid any complication that may arise while transferring the equipment, it is recommended that every institution pays directly the cost of equipment to the supplier from their own account, provided of course that the project coordinator has previously transferred the funds to that institution.

Institution, for which equipment procurement was realized within the project, is obligated to file it in the official documentation and to catalogue it regularly.

The coordinator must clearly document the tendering procedure and retain the documentation in particular for audit purposes in accordance with Article II.19 of Grant Agreement.

Source: National Tempus Office Serbia



ANNEX 1: Technical report

Structure of the Report:

- Statistics and indicators
- Table of achieved/planned results
- Statement of the costs incurred



A1-1 STATISTICS AND INDICATORS ²⁾

This section aims to gather statistical data and indicators of performance for the period covered by this Intermediate Report

Training and mobilities

Enter the code of the partner country concerned in the first lines and figures in the second and third:

Training of partner country staff and students

Number of academic staff from the partner country's Higher Education Institutions trained/retrained

Please indicate the number of teaching staff (professors, assistants with teaching tasks, etc.) trained and/or retrained to the date of the report submission:

(Country of origin)

	Country Code:				
Number Male					
Number Female					

Number of non-academic staff from the partner country's Higher Education Institutions trained/retrained

Please indicate the number University administrative staff (librarians, staff from the International Office, IT specialists, etc.) trained to the date of report submission:

	Country Code:				
Number Male					
Number Female					

Number of staff from the partner country's non Higher Education Institutions trained/retrained

Please indicate the number of staff of non HEI (enterprises, NGOs, Chambers of Commerce, Government, local administration, etc.) trained to the date of report submission:

	Country Code:	Country Code:	Country Code:	Country Cod:	Country Code:
Number Male					
Number Female					

Number of students from the partner countries who have attended programmes/courses developed in the framework of the project

Please indicate the number of students from the partner countries that have been trained and/or retrained in the programmes/courses developed by the project to the date of report submission:

	Country Code:				
Number Male					
Number Female					

²⁾ Final Report on implementation of the project (FR) - ANNEX IV/6





Academic/administrative Staff mobility

Number of partner country - EU mobility flows of more than 2 weeks

Please indicate the number of partner country staff mobility flows from the partner country to the European Union to the date of report submission:

(Country of origin)

	Country Code:				
Number Male					
Number Female					

Number of EU - partner country mobility flows of more than 2 weeks

Please indicate the number of European staff mobility flows from the European Union to the partner country to the date of report submission:

(Host country)

	Country Code:				
Number Male					
Number Female					

Number of partner country – partner country mobility flows of more than 2 weeks

Please indicate the number of staff mobility flows within the same partner country to the date of report submission:

(Country of origin)

	Country Code:				
Number Male					
Number Female					

And between two different partner countries:

Number Male					
Number Female					

A1-2 TABLES OF ACHIEVED/PLANNED RESULTS ³⁾

<u>Title and reference number of the work package (WP)</u>	WORK PACKAGE 1: Design and development of the Regional University Innovation Platform (UIP) at five WBC universities
<u>Indicators of achievement and or/performance as indicated in the project proposal</u>	Regional University Innovation Platform (UIP) adopted at five WBC universities by M13.

Activities carried out to date to achieve this result

Activity N°	Activity Title	Start date	End date	Place	Description of the activity carried out	Specific and measurable indicators of achievement
1.1.	Collecting and analysis of EU good practices					
1.2.	Mapping of universities' innovation potential					
1.3.	Forming of Regional UIP Programme Committee (UIP-PC)					
1.4.	Design and development of Regional UIP for WBC universities with defined focus and priorities					
1.5.	Implementation, monitoring and tuning UIP at UKG, UNS, UZ, UBL and UM					

³⁾ "Intermediate Report" on implementation of the project - ANNEX IV/9-10

Activities to be carried out to achieve this result (before the end of the project)

Activity N°	Activity Title	Start date	End date	Place	Description of the activity to be carried out	Specific and measurable indicators of progress
1.1.	Collecting and analysis of EU good practices					
1.2.	Mapping of universities' innovation potential					
1.3.	Forming of Regional UIP Programme Committee (UIP-PC)					
1.4.	Design and development of Regional UIP for WBC universities with defined focus and priorities					
1.5.	Implementation, monitoring and tuning UIP at UKG, UNS, UZ, UBL and UM					

Changes that have occurred in this result since the original proposal

Title and reference number of the work package (WP)	WORK PACKAGE 2: Reinforcement of existing university structures and setting-up of five Business Service Offices in accordance with defined focus and priorities in UIP
Indicators of achievement and or/performance as indicated in the project proposal	At least 750 questionnaires in the field are collected within TSNA and market analysis by M12, Five Business Service Offices at UKG, UNS, UZ, UBL and UM are operational (equipped and trained staff) by M18, At least 10 WBC university units reinforced in accordance with UIP, by M18, 100 flows within the sets of capacity building training at EU partners' institutions

Activities carried out to date to achieve this result

Activity N°	Activity Title	Start date	End date	Place	Description of the activity carried out	Specific and measurable indicators of achievement
2.1.	Benchmarking assessment of existing university structures and services in the areas of knowledge transfer, research and innovation					
2.2.	TSNA and market analysis					
2.3.	Reinforcement of existing university structures and services in line with UIP and identified needs					
2.4.	Establishment of five Business Service Offices (BSO) at WBC universities					
2.5.	Improvement of the university regulatory documents and procedures for well-functioning of management and quality control systems					
2.6	Capacity building trainings of university staff					

Activities to be carried out to achieve this result (before the end of the project)

Activity N°	Activity Title	Start date	End date	Place	Description of the activity to be carried out	Specific and measurable indicators of progress
2.1.	Benchmarking assessment of existing university structures and services in the areas of knowledge transfer, research and innovation					
2.2.	TSNA and market analysis					
2.3.	Reinforcement of existing university structures and services in line with UIP and identified needs					
2.4.	Establishment of five Business Service Offices (BSO) at WBC universities					
2.5.	Improvement of the university regulatory documents and procedures for well-functioning of management and quality control systems					
2.6.1.	Capacity building trainings of university staff					

Changes that have occurred in this result since the original proposal

<u>Title and reference number of the work package (WP)</u>	WORK PACKAGE 3: Support to the development of university-driven Business Incubators and Science Technology parks
<u>Indicators of achievement and or/performance as indicated in the project proposal</u>	Regional Development Strategy for Business Incubators and Science Technology Parks (1000 copies), 3 start-up training courses delivered (150 participants), 3 capacity building trainings delivered (at least 150 participants), 3 capacity building trainings for BI/STP staff, 3 customized trainings for BI and STP tenants delivered (100 tenants), total of 400 trainees

Activities carried out to date to achieve this result

Activity N°	Activity Title	Start date	End date	Place	Description of the activity carried out	Specific and measurable indicators of achievement
3.1.	Forming of Regional Programme Committee for Business Incubators (BI) and Science Technology Parks (STP) development - RDS-PC					
3.2.	Elaboration of Regional Development Strategy					
3.3.	Capacity building trainings of BI and STP staff					
3.4.	Development and delivery of start-up training courses for university students and staff					
3.5.	Development and delivery of trainings and services to tenants					
3.6.	Regional networking and internationalization of BIs and STPs					

Activities to be carried out to achieve this result (before the end of the project)

Activity N°	Activity Title	Start date	End date	Place	Description of the activity to be carried out	Specific and measurable indicators of progress
3.1.	Forming of Regional Programme Committee for Business Incubators (BI) and Science Technology Parks (STP) development - RDS-PC					
3.2.	Elaboration of Regional Development Strategy					
3.3.	Capacity building trainings of BI and STP staff					
3.4.	Development and delivery of start-up training courses for university students and staff					
3.5.	Development and delivery of trainings and services to tenants					
3.6.	Regional networking and internationalization of BIs and STPs					

Changes that have occurred in this result since the original proposal

<u>Title and reference number of the work package (WP)</u>	WORK PACKAGE 4: Development of a methodology and contemporary software platform/tool for innovation management and networking
<u>Indicators of achievement and or/performance as indicated in the project proposal</u>	Students, university staff, entrepreneurs, BI/STP staff/tenants are sufficiently motivated to use innovation suite (400 users), increased number of new ideas, start-ups, spin-offs

Activities carried out to date to achieve this result

Activity N°	Activity Title	Start date	End date	Place	Description of the activity carried out	Specific and measurable indicators of achievement
4.1.	Development of Methodology for innovation management at WBC universities					
4.2.	Defining of roles and responsibilities of stakeholders within innovation workflow					
4.3.	Customization and setting-up of collaborative software platform/tool for innovation management					
4.4.	Trainings for users of innovation suite					
4.5.	Reporting of innovation metrics, monitoring and ongoing support to innovation community					
4.6.	Optimizing innovation methodology along the way					

Activities to be carried out to achieve this result (before the end of the project)

Activity N°	Activity Title	Start date	End date	Place	Description of the activity to be carried out	Specific and measurable indicators of progress
4.1.	Development of Methodology for innovation management at WBC universities					
4.2.	Defining of roles and responsibilities of stakeholders within innovation workflow					
4.3.	Customization and setting-up of collaborative software platform/tool for innovation management					
4.4.	Trainings for users of innovation suite					
4.5.	Reporting of innovation metrics, monitoring and ongoing support to innovation community					
4.6.	Optimizing innovation methodology along the way					

Changes that have occurred in this result since the original proposal

Title and reference number of the work package (WP)	WORK PACKAGE 5: Quality control and monitoring
<u>Indicators of achievement and or/performance as indicated in the project proposal</u>	<ul style="list-style-type: none"> - Manual for quality control and monitoring developed, adopted and applied by partners by M4 - Deliverables are high quality and contribute sufficiently to the project achievements - Recommendations by external QC expert give positive influence on the project

Activities carried out to date to achieve this result

Activity N°	Activity Title	Start date	End date	Place	Description of the activity carried out	Specific and measurable indicators of achievement
5.1	Development of quality control and monitoring strategy					
5.2	Internal monitoring and interviews of target groups					
5.3	External monitoring					
5.4	Inter-Tempus coaching					

Activities to be carried out to achieve this result (before the end of the project)

Activity N°	Activity Title	Start date	End date	Place	Description of the activity to be carried out	Specific and measurable indicators of progress
5.1	Development of quality control and monitoring strategy					
5.2	Internal monitoring and interviews of target groups					
5.3	External monitoring					
5.4	Inter-Tempus coaching					

Changes that have occurred in this result since the original proposal

<u>Title and reference number of the work package (WP)</u>	WORK PACKAGE 6: Designing of dissemination and awareness raising mechanisms and the involvement of public and private stakeholders in Triple helix model of innovation
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<u>Indicators of achievement and or/performance as indicated in the project proposal</u>	Web sites WBCInno and 5 BSOs are set up and functional, 5000 hits/month achieved, 25 dissemination/training events (950 participants) held, 400 active users of innovation suite
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Activities carried out to date to achieve this result

Activity N°	Activity Title	Start date	End date	Place	Description of the activity carried out	Specific and measurable indicators of achievement
6.1.	Elaboration of Consolidated Plan for dissemination and raising awareness					
6.2.	Design, printing and publishing of promotional materials					
6.3.	Design and maintenance of web sites (WBCInno and 5 BSO sites)					
6.4.	Ten Info days and public appearances					
6.5.	Five Workshops					
6.6.	Five Open door days at WBC universities					
6.7.	Final Conference on knowledge triangle					

Activities to be carried out to achieve this result (before the end of the project)

Activity N°	Activity Title	Start date	End date	Place	Description of the activity to be carried out	Specific and measurable indicators of progress
6.1.	Elaboration of Consolidated Plan for dissemination and raising awareness					
6.2.	Design, printing and publishing of promotional materials					
6.3.	Design and maintenance of web sites (WBCInno and 5 BSO sites)					
6.4.	Ten Info days and public appearances					
6.5.	Five Workshops					
6.6.	Five Open door days at WBC universities					
6.7.	Final Conference on knowledge triangle					

Changes that have occurred in this result since the original proposal

Title and reference number of the work package (WP)	WORK PACKAGE 7: Sustainability and exploitation results
Indicators of achievement and or/performance as indicated in the project proposal	At least 200 trainees from enterprises trained (new/updated customized trainings), at least 50 students participated in Innovative Ideas Competition for students

Activities carried out to date to achieve this result

Activity N°	Activity Title	Start date	End date	Place	Description of the activity carried out	Specific and measurable indicators of achievement
7.1.	Development of Sustainability strategy of WBC universities					
7.2.	Innovation Ideas Competition for students					
7.3.	Involvement of student organizations in university innovation platform					
7.4.	Continuous updating and delivery of trainings and services to BI/STP tenants and enterprises					
7.5.	Improvement of collaboration within Triple helix framework in the WBCs					

Activities to be carried out to achieve this result (before the end of the project)

Activity N°	Activity Title	Start date	End date	Place	Description of the activity to be carried out	Specific and measurable indicators of progress
7.1.	Development of Sustainability strategy of WBC universities					
7.2.	Innovation Ideas Competition for students					
7.3.	Involvement of student organizations in university innovation platform					
7.4.	Continuous updating and delivery of trainings and services to BI/STP tenants and enterprises					
7.5.	Improvement of collaboration within Triple helix framework in the WBCs					

Changes that have occurred in this result since the original proposal

<u>Title and reference number of the work package (WP)</u>	WORK PACKAGE 8: Overall and local management
<u>Indicators of achievement and or/performance as indicated in the project proposal</u>	1 kick off and 6 SC meetings organized, reports delivered on time and approved, efficient management and communication flow is conducted

Activities carried out to date to achieve this result

Activity N°	Activity Title	Start date	End date	Place	Description of the activity carried out	Specific and measurable indicators of achievement
8.1	Preparing of Manual for contractual and financial management					
8.2	Overall project management					
8.3	Local project management at EU level					
8.4	Local project management at WBC level					
8.5	Steering Committee meetings and reporting					
8.6	Preparing reports					

Activities to be carried out to achieve this result (before the end of the project)

Activity N°	Activity Title	Start date	End date	Place	Description of the activity to be carried out	Specific and measurable indicators of progress
8.1	Preparing of Manual for contractual and financial management					
8.2	Overall project management					
8.3	Local project management at EU level					
8.4	Local project management at WBC level					
8.5	Steering Committee meetings and reporting					
8.6	Preparing reports					

Changes that have occurred in this result since the original proposal

A1-3 STATEMENT OF THE COSTS INCURRED ⁴⁾

Tempus project N° 530213-TEMPUS-1-2012-1-RS-TEMPUS- JPHES

- ✚ Column “1. Project Costs” – please input the budget from the Partner budget table, as provided in the Partnership Agreement;
- ✚ Columns under “2. Project Expenditure to date” – please indicate the expenditure made to date (paid directly from the Tempus grant and/or co-financed). The declared amounts must represent **AMOUNTS ACTUALLY PAID** (meaning that a disbursement has been made) and NOT committed amounts.
- ✚ Column “3. Project Finance” – please input the amount of co-financing, the amount of Tempus grant and sum of those as Total project finance. The amounts added must be in accordance with those indicated within Partnership Agreement.
- ✚ “Bank interest” is to be declared if it represents a significant amount, and must be included in the Final Report (Re. Article II.16.4 of the Grant Agreement).

		1. PROJECT COSTS € Estimated budget of the project (Annex II)	2. PROJECT EXPENDITURE TO DATE €		
			Declared Paid from Tempus	Declared Co-financed	TOTAL Declared
I	Staff costs				
II	Travel costs and costs of stay				
III	Equipment				
IV	Printing and publishing				
V	Other costs				
VI	Indirect costs ⁵⁾				
TOTAL ELIGIBLE COSTS (I.4.2)			Total:	Total:	TOTAL:

		3. PROJECT FINANCE €
Co-financing		
Total from the Tempus grant		
TOTAL PROJECT FINANCE (I.4.2)		

Bank interest	
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Date and signature of the **legal representative** of the co-ordinator (institution):

Date:

Signature:

⁴⁾ “Intermediate Report” on implementation of the project - ANNEX IV/12

⁵⁾ Indirect costs may not be co-financed (Art. 8.2 Annex IV, Guidelines for the use of the grant).

ANNEX 2: Financial report ⁶⁾

Structure of the Report:

- A2-1** Staff costs table (Annex_III_Final Financial Statement.xls, sheet Staff Costs)
- A2-2** Travel costs & costs of stay table (Annex_III_Final Financial Statement.xls, sheet Travel costs & costs of stay)
- A2-3** Equipment costs table (Annex_III_Final Financial Statement.xls, sheet Equipment costs)
- A2-4** Printing & publishing costs table (Annex_III_Final Financial Statement.xls, sheet Printing & publishing costs)
- A2-5** Other costs table (Annex_III_Final Financial Statement.xls, sheet Other costs)
- A2-6** Cash flow – staff table
- A2-7** Cash flow – travel table

6) Partners Financial report complies with Annex IV/15-19 to Grant Agreement

A2-1 STAFF COSTS TABLE ⁷⁾

PROJECT N°		ANNEX III/15
I. STAFF COSTS (including replacement costs)*		
NUMBER OF LINES	0	
TEMPUS	0.00	CLICK TO ADD ROW
CO-FINANCED	0.00	CLICK TO DELETE SELECTED ROW
TOTAL	0.00	INFOREURO WEBSITE
		TEMPUS WEBSITE

Sheet is protected and pre-formatted, only buttons and blue coloured fields are accessible for encoding data. PLEASE DO NOT COPY/PASTE DATA FROM OTHER SOURCES (DATA MUST BE ENCODED) and ensure that the declared amounts are correct.

Supporting document ref.	Name of person	Institution of Origin (see annex III/14)			Description of tasks performed for the project <small>(Please indicate also country code and/or current occupation if "other" was indicated for Institution of Origin)</small>	Employed		Salary rate applied** (per day) (EUR)	Paid from Tempus - Total (EUR)	Co-financed*** Total Co-financed (EUR)	Total Staff Costs (EUR)		
		Ref. No.	Country Code	Current occupation at home institution (Indicate "Other" for expert or if not listed)		Dates (dd/mm/yy)						Total days working on the project	
						from (7)	to (8)						
(1)	(2)	(3)	(4)	(5)	(6)		(9)			(10)	(11)	(12)	0.00

* Please bear in mind that staff conventions for staff and subcontractors and readable copies of invoices for each subcontracted task, must be retained with the project accounts. However, for sub-contracts exceeding 25,000 EUR a copy of the sub-contracts and related invoices must be submitted with the Final Report. For replacement costs, a staff convention for each replacement and a confirmation of engagement from the Member State participating institution needing the replacement must be kept (see art. 3 of the Guidelines for the Use of the Grant).

** Please refer to the reference salary rates listed in Annex 3 of the Guidelines for the use of the grant and to section 3.1 of the same Guidelines. Where higher salary rates have been applied, supporting documents such as a payslip for similar posts must be provided and explanations must be given in the section above.

*** Please note that proof of expenditure must also be retained/provided for all amounts reported under co-financing (see art. 9 of the Guidelines for the Use of the Grant).

- (1) Please insert the reference number of the relevant supporting document
- (2) Insert the name of the person engaged on the project
- (3) Reference number of partner institutions:
 - P1 - University of Kragujevac
 - P2 - University of Novi Sad
 - P3 - University of Zenica

⁷⁾ Complies with Annex IV/15 to Grant Agreement

- P4 - University of Banja Luka
- P5 - University of Montenegro
- P6 - University of Brighton
- P7 - Graz University of Technology
- P8 - Centre for Social Innovation
- P9 - University of Alicante
- P10 - Business Technology Incubator of Technical Faculties Belgrade
- P11 - Business innovation centre LLC Kragujevac
- P12 - Business Incubator Novi Sad
- P13 - Hamburg University of Technology
- P14 - Business Service Center of Government of Zenica-Doboj Canton
- P15 - Intranee Solutions
- P16 - Innovation centre Banja Luka
- P17 - Business Incubator "Inventivnost", Podgorica

(4) Select the country code according to the following:

- AT – Austria
- DE – Germany
- ES – Spain
- UK – United Kingdom
- BA – Bosnia and Herzegovina
- ME – Montenegro
- RS – Serbia

(5) Please choose the position or current occupation at the home institution. Indicate "other" for expert or if your position is not listed.

(6) Describe briefly the task performed by person involved.

(7) Please insert the date when the person started his/her engagement on the project, in format dd/mm/yy

(8) Please insert the date when the person ended his/her engagement on the project, in format dd/mm/yy

(9) Insert the total number of days working on the project (two decimals maximum)

(10) Salary rate applied must be in accordance with Maximum eligible daily rates (Annex A4-6).

(11) Amount of this cost paid from Tempus (in EUR, maximum two decimals)

(12) Amount of this cost that is co-financed (in EUR, maximum two decimals). Please note that proof of expenditure must also be provided for all amounts reported under co-financing (see Art. 9 of the Guidelines for the Use of the Grant).

A2-2 TRAVEL COSTS AND COSTS OF STAY TABLE ⁸⁾

PROJECT N°

ANNEX III/16

II. TRAVEL COSTS AND COSTS OF STAY*

NUMBER OF LINES	0	CLICK TO ADD ROW	CLICK TO DELETE SELECTED ROW	INFOREURO WEBSITE	TEMPUS WEBSITE
TEMPUS	0.00				
CO-FINANCED	0.00				
TOTAL	0.00				

Sheet is protected and pre-formatted, only buttons and blue coloured fields are accessible for encoding data. PLEASE DO NOT COPY/PASTE DATA FROM OTHER SOURCES (DATA MUST BE ENCODED) and ensure that the declared amounts are correct.

Supporting document ref.	Name of person	Origin			Destination				Expenditure						Total travel costs and costs of stay (EUR)	
		Institution		Current occupation at home institution	Institution		Dates (dd/mm/yy)		Duration (in days)	Total Travel costs** (Including Visa Costs) (EUR)	Total Costs of stay ** (EUR)	Total amount of travel costs + costs of stay		Institutional costs (for students only)**** Only applicable for projects selected before 2011		
		Ref. No.	Country Code		Ref. No.	Country Code	from	to				Paid from Tempus (EUR)	Co-financed*** (EUR)	Paid from Tempus (EUR)		Co-financed (EUR)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8/1)	(8/2)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(12)+(13) +(14)+(15)
																0.00

* Please keep the Individual Mobility Reports (Annex 2 of the Guidelines for the Use of the Grant) together with all copies of travel tickets and invoices with the project accounts (see art. 4 of the Guidelines for the Use of the Grant) .

** Each amount reported in these columns should correspond to the amounts for Travel Costs and Costs of Stay for the individual as reported in the corresponding Individual Mobility Report. Please note that for each mobility the sum of travel costs and costs of stay (10+11) should be equal to the sum of the amount paid by Tempus and the amount co-financed (12+13).

*** Please note that proof of expenditure must also be retained for all amounts reported under co-financing (see art. 9 of the Guidelines for the Use of the Grant).

**** Please refer to art. 4.5.4 (institutional costs) of the Guidelines for the Use of the Grant. Institutional costs are applicable only for projects selected before 2011.

⁸⁾ Complies with Annex IV/16 to Grant Agreement

- (1) Please insert the reference number of the relevant supporting document
- (2) Insert the name of the person engaged on the project
- (3) For reference number of partner institutions where the travel is realized from (origin), please see (3) in the Annex A2-1
- (4) Select the country code as given in (4) in the Annex A2-1
- (5) Please choose the position or current occupation at the home institution. Indicate “other” for expert or if your position is not listed.
- (6) Reference number of partner institutions where the travel is realized to (destination). Please see the list under (3).
- (7) See the list under (4)
- (8) Insert the date when the travel commenced (in dd/mm/yy format)
- (8/2) Insert the date when the travel ended (in dd/mm/yy format)
- (9) Insert the duration of the travel in days. Please note that when calculating the number of days, the commencement and end days are included.
- (10) Insert the total Travel costs in accordance with the means of transportation (including Visa cost). (Please see Section 3.2 of the Manual for eligible costs)
- (11) Insert the stay cost in accordance with the maximum rates given in the table Eligible expenses for staff costs of stay (Annex A4-5).
- (12) Express the total amount of travel costs and costs of stay that is paid from the Tempus (in EUR)
- (13) Express the total amount of travel costs and costs of stay that is co-financed (in EUR)
- (14) N/A
- (15) N/A
- (12)+(13)+(14)+(15) Total costs for travel and stay expressed in euros

A2-3 EQUIPMENT COSTS TABLE ⁹⁾

PROJECT N°			ANNEX III/17
III. EQUIPMENT COSTS			
NUMBER OF LINES	0	CLICK TO ADD ROW	CLICK TO DELETE SELECTED ROW
TEMPUS	0.00	INFOEURO WEBSITE	TEMPUS WEBSITE
CO-FINANCED	0.00		
TOTAL	0.00		

Sheet is protected and pre-formatted, only buttons and blue coloured fields are accessible for encoding data. PLEASE DO NOT COPY/PASTE DATA FROM OTHER SOURCES (DATA MUST BE ENCODED) and ensure that the declared amounts are correct.

Please fill-in the three last columns even if the invoice was charged in EURO (please refer to sheet "Co-financing & Exchange rate")

Supporting document ref.*	Invoice date/Bank statement date	Nature, type and specifications of the item	Beneficiary Institution (Ref n°)	Country Code	VAT and Taxes ** (EUR)	Equipment purchase costs (EUR)	Transport and installation costs (EUR)	Maintenance and insurance costs (EUR)	Paid from Tempus - Total Tempus (EUR)	Co-financed*** - Total Co-financed (EUR)	Equipment Total Costs (EUR)	Total Costs in LOCAL CURRENCY (12)	Used CURRENCY (13)	InforEuro Exchange rate applied (with all decimals) (14)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(EUR)	(12)	(13)	(14)
						<i>(excluding VAT and taxes) **</i>					0.00			

* Please do not forget to retain readable copies of all invoices with the project accounts (see art. 5 of the Guidelines for the Use of the Grant). Please bear in mind that copies of the invoices need not be submitted with the Final Report unless the purchase exceeds EUR 25.000,00 (see Article 5 of the Guidelines for the Use of the Grant). The documents of the tender procedures, including 3 comparable offers, must be retained with the project accounts. Where the purchase does not exceed the above-mentioned ceiling, Only the invoices need be retained with the project accounts. For invoices in a currency other than EURO, please indicate the equivalent amount in EURO on the invoice and apply one of the approaches as indicated in the last Excel sheet "Co-Financing & Exchange rate".

** VAT and taxes are ineligible both as 'paid from Tempus' and 'co-financed' (see art. II.14.4 of the Grant Agreement and art. 5 of the Guidelines for the Use of the Grant).

*** Please note that proof of expenditure must also be retained for all amounts reported under co-financing (see art. 9 of the Guidelines for the Use of the Grant).

⁹⁾ Complies with Annex IV/17 to Grant Agreement

- (1) Please insert the reference number of the relevant supporting document
- (2) Please insert the date of the invoice of relevant piece of equipment or corresponding bank statement
- (3) Describe briefly the nature, type and specifications of the relevant piece of equipment
- (4) Reference number of partner institutions (please see (3) in Annex A2-1)
- (5) Country code as noted in (4) in Annex A2-1
- (6) Please insert the amount of VAT and taxes. Please note that VAT and taxes are ineligible costs, both as “paid from Tempus” and “co-financed” (see Article II.14.4 of the model Grant Agreement)
- (7) Please insert the equipment purchase costs in Euros (excluding the VAT and taxes)
- (8) Please insert the transport and installation costs in Euros (excluding the VAT and taxes)
- (9) Please insert the maintenance and insurance costs in Euros (excluding the VAT and taxes)
- (10) Amount of this cost paid from Tempus (in EUR, maximum two decimals)
- (11) Amount of this cost that is co-financed (in EUR, maximum two decimals). Please note that proof of expenditure must also be provided for all amounts reported under co-financing (see Art. 9 of the Guidelines for the Use of the Grant).
- (12) Provide the total costs in local currency
- (13) Input the currency used for the purchase
- (14) Applied exchange rate according to the InforEuro, with all decimals

A2-4 PRINTING & PUBLISHING COSTS TABLE ¹⁰⁾

PROJECT N°

ANNEX III/18

III. PRINTING AND PUBLISHING COSTS

NUMBER OF LINES	0	CLICK TO ADD ROW	CLICK TO DELETE SELECTED ROW	INFOEURO WEBSITE	TEMPUS WEBSITE
TEMPUS	0.00				
CO-FINANCED	0.00				
TOTAL	0.00				

Sheet is protected and pre-formatted, only buttons and blue coloured fields are accessible for encoding data. PLEASE DO NOT COPY/PASTE DATA FROM OTHER SOURCES (DATA MUST BE ENCODED) and ensure that the declared amounts are correct.

Please fill-in the three last columns even if the invoice was charged in EURO (please refer to sheet "Co-financing & Exchange rate")

Supporting document ref.*	Invoice date/Bank statement date	Type of expenditure	Purpose	Company providing the service	Beneficiary Institution (Ref n')	Country Code	VAT and Taxes ** (EUR)	Paid from Tempus - Total Tempus (EUR)	Co-financed*** - Total Co-financed (EUR)	Printing and Publishing Total costs (EUR)	Total costs in LOCAL CURRENCY	Used CURRENCY	InforEuro Exchange rate applied (with all decimals)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	
										0.00			

* Please do not forget to retain readable copies of all invoices with the project accounts (see art. 6 of the Guidelines for the Use of the Grant). Please bear in mind that copies of the invoices need not be submitted with the Final Report unless the purchase exceeds EUR 25,000,00 (see Article 6 of the Guidelines for the Use of the Grant). The documents of the tender procedures, including 3 comparable offers, must be retained with the project accounts. Where the purchase does not exceed the above-mentioned ceiling. Only the invoices need be retained with the project accounts. For invoices in a currency other than EURO, please indicate the equivalent amount in EURO on the invoice and apply one of the approaches as indicated in the last Excel sheet "Co-Financing & Exchange rate".

** VAT and taxes are ineligible both as 'paid from Tempus' and 'co-financed' (see art. II.14.4 of the Grant Agreement).

*** Please note that proof of expenditure must also be retained for all amounts reported under co-financing (see art. 9 of the Guidelines for the Use of the Grant).

¹⁰⁾ Complies with Annex IV/18 to Grant Agreement

- (1) Please insert the reference number of the relevant supporting document
- (2) Please insert the date of the invoice of relevant item or corresponding bank statement
- (3) Describe briefly the type of expenditure
- (4) Explain the purpose of this expenditure
- (5) Name the company providing the service
- (6) See the list under (3) in Annex A2-1
- (7) See the list under (4) in Annex A2-1
- (8) Please insert the amount of VAT and taxes. Please note that VAT and taxes are ineligible costs, both as “paid from Tempus” and “co-financed” (see Article II.14.4 of the model Grant Agreement)
- (9) Amount of this cost paid from Tempus (in EUR, maximum two decimals)
- (10) Amount of this cost that is co-financed (in EUR, maximum two decimals). Please note that proof of expenditure must also be provided for all amounts reported under co-financing (see Art. 9 of the Guidelines for the Use of the Grant).
- (11) Provide the total costs in local currency
- (12) Input the currency used for the purchase
- (13) Applied exchange rate according to the InforEuro, with all decimals

A2-5 OTHER COSTS TABLE ¹¹

PROJECT N°

ANNEX III/19

IV. OTHER COSTS					
NUMBER OF LINES	0	CLICK TO ADD ROW	CLICK TO DELETE SELECTED ROW	INFOEURO WEBSITE	TEMPUS WEBSITE
TEMPUS	0.00				
CO-FINANCED	0.00				
TOTAL	0.00				

Sheet is protected and pre-formatted, only buttons and blue coloured fields are accessible for encoding data. PLEASE DO NOT COPY/PASTE DATA FROM OTHER SOURCES (DATA MUST BE ENCODED) and ensure that the declared amounts are correct.

Please fill-in the three last columns even if the invoice was charged in EURO (please refer to sheet "Co-financing & Exchange rate")

Supporting document ref.*	Invoice date/Bank statement date	Type of expenditure	Purpose	Beneficiary Institution (Ref n')	Country Code	VAT and Taxes ** (EUR)	Paid from Tempus Total Tempus (EUR)	Co-financed*** Total Co-financed (EUR)	Other Costs Total (EUR)	Total costs in LOCAL CURRENCY	Used CURRENCY	InforEuro Exchange rate applied (with all decimals) (12)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	
									0.00			

* Please do not forget to retain readable copies of all invoices with the project accounts (see art. 7 of the Guidelines for the Use of the Grant). Please bear in mind that copies of the invoices need not be submitted with the Final Report unless the purchase exceeds EUR 25,000,00 (see Article 7 of the Guidelines for the Use of the Grant). The documents of the tender procedures, including 3 comparable offers, must be retained with the project accounts. Where the purchase does not exceed the above-mentioned ceiling, Only the invoices need be retained with the project accounts. For invoices in a currency other than EURO, please indicate the equivalent amount in EURO on the invoice and apply one of the approaches as indicated in the last Excel sheet "Co-Financing & Exchange rate".

** VAT and taxes are ineligible both as 'paid from Tempus' and 'co-financed' (see art. II.14.4 of the Grant Agreement).

*** Please note that proof of expenditure must also be retained for all amounts reported under co-financing (see art. 9 of the Guidelines for the Use of the Grant).

¹¹) Complies with Annex IV/19 to Grant Agreement

- (1) Please insert the reference number of the relevant supporting document
- (2) Please insert the date of the invoice of relevant item or corresponding bank statement
- (3) Describe briefly the type of expenditure
- (4) Explain the purpose of this expenditure
- (5) See the list under (3) in Annex A2-1
- (6) See the list under (4) in Annex A2-1
- (7) Please insert the amount of VAT and taxes. Please note that VAT and taxes are ineligible costs, both as “paid from Tempus” and “co-financed” (see Article II.14.4 of the model Grant Agreement)
- (8) Amount of this cost paid from Tempus (in EUR, maximum two decimals)
- (9) Amount of this cost that is co-financed (in EUR, maximum two decimals). Please note that proof of expenditure must also be provided for all amounts reported under co-financing (see Art. 9 of the Guidelines for the Use of the Grant).
- (10) Provide the total costs in local currency
- (11) Input the currency used for the purchase
- (12) Applied exchange rate according to the InforEuro, with all decimals

A2-6 CASH FLOW – STAFF TABLE

(1) STAFF COSTS (including replacement costs)															Exchange rate ^a	115.5260	115.5260	115.5260	I reporting period October 2012 - September 2013	
WORK PACKAG E Type	Activities	Delive- rable Ref. N°	Partner Ref. N°	Country code	Short name of the organisa- tion	Cat.1		Cat. 2		Cat.3		Cat.4		Total Staff costs (€)	Amount spent up to this repor- ting period	Oct. 2012	Aug. 2013	Sep. 2013	Total amount spent to date	Balance remaining
						Number of working days	Salary rate (per day) applied ^a (€)													
DEV1	1.4 Design and development of Regional IJP for WBC universities with defined focus and priorities	D1.4	11	RS	BIC			2	100					200	0.00				0.00	200.00
DEV2	2.2 TSNA and market analysis	D2.2	11	RS	BIC							4	55	220	0.00				0.00	220.00
DEV3	3.1 Forming of Regional Programme Committee for Business Incubators (BI) and Science Technology Parks (STP) development - RDS-PC	D3.1	11	RS	BIC			1	100					100	0.00				0.00	100.00
DEV3	3.2 Elaboration of Regional Development Strategy	D3.2	11	RS	BIC			7	100					700	0.00				0.00	700.00
DEV3	3.4 Development and delivery of start-up training courses for university students and staff	D3.4	11	RS	BIC			5	100					500	0.00				0.00	500.00
DEV4	4.1 Development of Methodology for innovation management at WBC universities	D4.1	11	RS	BIC			2	100					200	0.00				0.00	200.00
QPLN1	5.2 Internal monitoring and interviews of target groups	D5.2	11	RS	BIC	5	120	5	100					1100	0.00				0.00	1,100.00
DISS1	6.1 Elaboration of Consolidated Plan for dissemination and raising awareness	D6.1	11	RS	BIC							2	55	110	0.00				0.00	110.00
EXP1	7.2 Innovation Ideas Competition for students	D7.2	11	RS	BIC			2	100					200	0.00				0.00	200.00
EXP1	7.5 Improvement of collaboration within Triple helix framework in the WBCs	D7.5	11	RS	BIC			1	100					100	0.00				0.00	100.00
MNGT1	8.4 Local project management at WBC level	D8.4	11	RS	BIC	1	120					2	55	230	0.00				0.00	230.00
						6		25		0		8		3660	0.00	0.00	0.00	0.00	0.00	3,660.00

NOTE: For every inserted expense please add the comment with expense structure and ref. no. of corresponding supporting documents

A2-7 CASH FLOW – TRAVEL COSTS AND COSTS OF STAY TABLE

(2) TRAVEL COSTS AND COSTS OF STAY																			
WORK PACKAGE Type	Activities	Deliverable Ref. N°	Origin		Destination		Reason of Travel	Number of people	Duration		Expenditure (€)			Exchange rate ^a	115.5260	115.5260	115.5260	Reporting period October 2012 - September 2013	
			Country Code	Short name	Country Code	Short name			Month	N° of Days	Total Travel costs	Total Costs of stay	Total travel costs and costs of stay	Amount spent up to this reporting period	Oct. 2012	August 2013	Sep. 2013	Total amount spent to date	Balance remaining
DEV1	1.1 Collecting and analysis of EU good	D1.1	RS	BIC	AT	TUG	Analysis of EU GPs, 1st SCmeeting	1		3	200	434	634.00	0.00				0.00	634.00
DEV2	2.2 TSNA and market analysis	D2.2	RS	BIC	RS	BITF	TSNA, UIP-PC and RSD-PC meetings	1		1	60	70	130.00	0.00				0.00	130.00
DEV3	3.6 Regional networking and internationalization of BIs and STPs	D3.6	RS	BIC	AT	ZSI	Reg.networking and internationalization	1		3	200	434	634.00	0.00				0.00	634.00
DEV3	3.6 Regional networking and internationalization of BIs and STPs	D3.6	RS	BIC	DE	HT	Reg.networking and internationalization	1		3	250	434	684.00	0.00				0.00	684.00
DISS1	6.5 Five Workshops	D6.5	RS	BIC	BA	UZ	2nd Workshop, BIH, UZ + 4th SC	1		3	150	434	584.00	0.00				0.00	584.00
DISS1	6.5 Five Workshops	D6.5	RS	BIC	RS	UNS	3rd Workshop in Serbia, UNS	1		1	80	70	150.00	0.00				0.00	150.00
DISS1	6.5 Five Workshops	D6.5	RS	BIC	BA	UBL	4th Workshop in Bosnia, UBL	1		2	150	292	442.00	0.00				0.00	442.00
DISS1	6.5 Five Workshops	D6.5	RS	BIC	ME	UM	5th Workshop, ME, UM + 5th SC	1		3	150	434	584.00	0.00				0.00	584.00
DISS1	6.7 Final Conference on knowledge triangle	D6.7	RS	BIC	RS	UNS	Final Conference, UNS + 6th SC	1		2	70	190	260.00	0.00				0.00	260.00
EXP1	7.5 Improvement of collaboration within Triple helix framework in the WBCs	D7.5	RS	BIC	RS	UNS	Collaboration within Triple helix	1		1	70	70	140.00	0.00				0.00	140.00
MNGT1	8.5 Steering Committee meetings and reporting	D8.5	RS	BIC	UK	UB	6th SCm, CB train.D3.3, RDS-PC meet	1		3	250	434	684.00	0.00				0.00	684.00
MNGT1	8.5 Steering Committee meetings and reporting	D8.5	RS	BIC	ES	UA	3rd SC meeting, Capac.build.D3.3	1		3	250	434	684.00	0.00				0.00	684.00
TOTAL person costs												5,610.00	0.00	0.00	0.00	0.00	0.00	0.00	5,610.00

NOTE: For every inserted expense please add the comment with expense structure and ref. no. of corresponding supporting documents



ANNEX 3: Request for payment

530213-TEMPUS-1-2012-1-RS-TEMPUS-JPHES

Request for payment for Grant Agreement / Partnership Agreement

[Date of the request for payment]

For the attention of
University of Kragujevac
Jovana Cvijica bb
34000 Kragujevac
Serbia

Reference number of the Grant agreement: **530213-TEMPUS-1-2012-1-RS-TEMPUS-JPHES**
Title of the grant Contract: **Modernization of WBC universities through strengthening of structures and services for knowledge transfer, research and innovation**

Name and address of the Project Partner:

<name of the partner>

<address of the partner>

Request for payment number: **1/2012**

Period covered by the request for payment: **October 2012 – October 2013**

Dear Sir/Madam,

I hereby request a pre-financing payment under the Grant Agreement mentioned above, and signed Partnership Agreement.

The amount requested is <amount> €

Please find attached the following supporting documents:

- signed Partnership Agreement

The payment should be made to the following bank account: <bank account> ¹²⁾

Yours faithfully,

[signature]

¹²⁾ Give the account number shown in the Article 3 of the Partnership Agreement.

ANNEX 4: Supporting documents

A4-1 CONVENTION for Staff Costs

A4-2 TEMPUS Project Timesheet

A4-3 INDIVIDUAL MOBILITY REPORT for travel costs and costs of stay

A4-4 Supporting Travel Cost and Cost of Stay Table

A4-5 Eligible expenses for staff Costs of Stay

A4-6 Staff Costs - Maximum eligible daily rates

A4-6.1 Staff categories



A4-1 Convention for Staff Costs

Partner acronym - <ordinal no. of CONVENTION in current month> - < month > - < year >

CONVENTION for Staff Costs

Ref. No **UKG-01-12-12** Tempus Project No 530213-TEMPUS-1-2012-1-RS-TEMPUS-JPHES

The reference number must correspond to the progressive numbering indicated in the financial statements of the final report

BETWEEN [redacted]

Hereinafter "the Institution*"

AND Name: [redacted]
Address: [redacted]

Hereinafter "the Staff member"

For staff performing both administrative and academic tasks (or managerial, academic, technical or administrative tasks), a separate convention must be signed for each type of activity. Time-Sheets for each month covered by the period stated in convention form must be attached.

THE FOLLOWING HAS BEEN AGREED:

- The Institution is a member of the partnership for the above-mentioned project
- The Institution and Staff member agree that the Staff member shall work on this project and perform the following duties during the project's eligibility period

FROM	dd/mm/yy	TO	dd/mm/yy	Duration in days:	(No of days)
	[redacted]		[redacted]		[redacted]
Duties (see Annex 3):					
<input type="checkbox"/>	Manager		Category 1	Select one category in accordance with Cash flow staff table In accordance with Cash flow staff table	
<input checked="" type="checkbox"/>	Researcher, Teacher, Trainee		Category 2		
<input type="checkbox"/>	Technical staff		Category 3		
<input type="checkbox"/>	Administrative staff		Category 4		

Please describe the specific duties:
1.1 Collecting and analysis of EU good practices

- Under no circumstances may salaries and fees exceed local rates of the home country. Fees and salaries should be calculated on the basis of the task performed and not on the status of the person.
- The cost to be borne by the Tempus grant and/or co-financed is calculated as follows:

Number of days	Staff costs per day	Total cost (Total financing)	No of days	EUR
(according to time-sheet)	(as in Annex 3)	(Total financing)		
		Please indicate the amount that was co-financed.	EUR	

Insert activity in accordance with Cash flow staff table

5. This agreement does not modify the employment conditions already existing between the Institution and the Staff member and has been concluded solely for the purpose of justifying the Staff costs that the Institution will pay from the Tempus grant or will co-finance.

Done in [redacted] on [redacted]
Institution [redacted] Staff member [redacted]

Signature and Stamp of the Institution

* The conventions must be signed by the person concerned, then signed and stamped by the person responsible in the institution where this person is normally employed.

A4-2 TEMPUS Project Timesheet

TEMPUS PROJECT TIMESHEET	
Project number :	530213-TEMPUS-1-2012-1-RS-TEMPUS-JPHES
Surname :	Mandić
First Name :	Vesna
Institution :	University of Kragujevac
Position :	Associate Professor, Project Coordinator
Duties ¹ :	Manager
Period :	01.11.2012 - 30.11.2012.

For staff performing both administrative and academic tasks (or managerial, academic, technical or administrative tasks), a separate TIME-SHEET must be provided. Time-Sheets must be attached to a corresponding convention form.

Date	Number of hours (1 day = 7,5 h)	Work Package	Description of tasks performed
01.11.2012			
02.11.2012	2.00	MNGT1	D8.1 Manual for contractual and financial management
03.11.2012 (Sat)			
04.11.2012 (Sun)			
05.11.2012			
06.11.2012			
07.11.2012			

Insert WP in accordance with the Cash flow staff table

Insert activities from relevant WP in accordance with the Cash flow staff table

29.11.2012			
30.11.2012			
TOTAL	12.50		

Calculation working days : 1.7

¹ Please refer to Annex 1 and 3 of the Guidelines for the Use of the Grant (Manager, etc). For staff performing both administrative and academic tasks (or managerial, academic, technical or administrative tasks), a separate convention must be signed for each type of activity. A corresponding time-sheet has to be attached to each staff convention.

Signature of the tasks performer :	Signature of the person responsible in the institution (where the tasks performer is employed) :



Partner acronym - <ordinal no. of IMR in current month> - < month > - < year >

A4-3 Individual Mobility Report

INDIVIDUAL MOBILITY REPORT for travel costs and costs of stay		Annex 2
Ref. No UKG-01-12-12	Tempus Project No 530213-TEMPUS-1-2012-1-RS-TEMPUS-JPHES	
The reference number must correspond to the progressive numbering indicated in the financial statements in the final report		

To be completed by each recipient of a mobility grant (Tempus grant and co-financing).
To be returned to the co-ordinator **together with** readable copies of all travel tickets, boarding passes and other supporting documents.

PERSONAL DATA

Surname: Forename:
 Gender: Nationality:
 Home institution:
 Staff position/student year of study at home institution:
 Host institution(s):

TYPE OF ACTIVITY FOR WHICH GRANT WAS RECEIVED

Tick as appropriate. If activities were combined, please list them in order of priority

STAFF	STUDENTS
<input type="checkbox"/> Teaching/training assignment of staff	<input type="checkbox"/> Study period
<input type="checkbox"/> Retraining/update activity for staff	<input type="checkbox"/> Practical placement
<input type="checkbox"/> Practical placement	<input type="checkbox"/> Short intensive course
<input type="checkbox"/> Development of academic activities	<input type="checkbox"/> Student representation
<input checked="" type="checkbox"/> Short visit for coordination, planning and quality control	
<input type="checkbox"/> Short intensive course	
<input type="checkbox"/> Dissemination visit	

In accordance with Annex A4-5. The sum must be in compliance with the cost of stay in table A4-4

TRAVEL COSTS AND COSTS OF STAY (Tempus grant and co-financing)

	Amount in EUR
▪ Costs of Stay (amount received by the recipient of the mobility grant)	
▪ Travel Costs	
▪ TOTAL TRAVEL AND COSTS OF STAY (Tempus grant and co-financing) Please specify in the financial tables in the Final Report the amount declared paid by Tempus and/or co-financed.	

PERIOD SPENT ABROAD:

	(dd/mm/yy)		(dd/mm/yy)		(no. of days)
From:	To:	Duration in days:

DESCRIPTION OF ACTIVITY PERFORMED

(Please give a brief description of the activities performed during the mobility).

.....

The sum must be in compliance with the total travel cost in table A4-4

SIGNATURE OF THE RECIPIENT

(date and sign here as proof of receipt)

I hereby declare that I have been reimbursed for the above-mentioned mobility.

Date:

Signature:

A4-4 Specification of Travel Costs and Costs of Stay:

Travel Costs & Costs of Stay Table		Travel to: University of Montenegro, Podgorica	
Date (from - to): 15. 05. 2013. - 18. 05. 2013;			
Surname: Mandić		Forename: Vesna	
Costs of stay			434.00
Transport means	Amount (RSD)	Exchange rate EUR / RSD	Amount (EUR)
1. Bus from Kragujevac to Belgrade	1,000.00	112.0000	8.93
2. Bus from Belgrade to Belgrade airport	300.00	112.0000	2.68
3. Taxi from Podgorica airport to hotel			15.00
4. Taxi from hotel to Podgorica airport			17.00
2. Bus from Belgrade airport to Belgrade	300.00	112.0000	2.68
5. Bus ticket Belgrade-Kragujevac	950.00	112.0000	8.48
4. Airplane ticket	22,500.00	112.0000	200.89
Total travel costs			255.66
TOTAL travel costs and costs of stay			689.66

A4-5 Eligible expenses for staff Costs of Stay

The following **ceilings in euro** apply per person:

Duration	Costs of stay for international mobility or within an EU country	Costs of stay for Partner Country staff within their own country
1 day	150	100
2 days	292	190
3 days	434	280
4 days	576	370
5 days	718	460
6 days	860	550
1 week	1000	640
2 weeks	1600	1000
3 weeks	2100	1250
4 weeks	2500	1500
Additional weeks	300	200

A4-6 Staff Costs - Maximum eligible daily rates

Staff Costs - Maximum eligible daily rates for EU staff (in EUR)

The rates include all taxes and social contributions

Country	Manager (Staff cat. 1)	Researcher Teacher Trainer (Staff cat. 2)	Technical (Staff cat. 3)	Administrative (Staff cat. 4)
Deutschland - DE	356	309	248	191
Espana - ES	287	258	198	139
Österreich - AT	420	324	241	199
United Kingdom - UK	412	389	273	197

Staff Costs - Maximum eligible daily rates for Tempus Partner Country staff (in EUR)

The rates include all taxes and social contributions.

Country	Manager (Staff cat. 1)	Researcher Teacher Trainer (Staff cat. 2)	Technical (Staff cat. 3)	Administrative (Staff cat. 4)
Bosnia and Herzegovina BA	95	80	65	45
Montenegro ME	115	91	55	48
Serbia RS	120	100	65	55

A4-6.1 Staff categories according to the International Standard Classification of Occupations (ISCO-88 (COM))**STAFF CATEGORY 1**

- 100 Legislators, senior officials and managers
- 110 Legislators and senior officials
- 111 Legislators and senior government officials
- 114 Senior officials of special-interest organisations
- 120 Corporate managers
- 121 Directors and chief executives
- 122 Production and operation managers
- 123 Other specialist managers
- 130 Managers of small enterprises
- 131 Managers of small enterprises

STAFF CATEGORY 2

- 200 Professionals
- 210 Physical, mathematical and engineering science professionals
- 211 Physicists, chemists and related professionals
- 212 Mathematicians, statisticians and related professionals
- 213 Computing professionals
- 214 Architects, engineers and related professionals
- 220 Life science and health professionals
- 221 Life science professionals
- 222 Health professionals (except nursing)
- 223 Nursing and midwifery professionals
- 230 Teaching professionals
- 231 College, university and higher education teaching professionals
- 232 Secondary education teaching professionals
- 233 Primary and pre-primary education teaching professionals
- 234 Special education teaching professionals
- 235 Other teaching professionals
- 240 Other professionals
- 241 Business professionals
- 242 Legal professionals
- 243 Archivists, librarians and related information professionals
- 244 Social science and related professionals
- 245 Writers and creative or performing artists
- 246 Religious professionals
- 247 Public service administrative professionals

STAFF CATEGORY 3

- 300 Technicians and associate professionals
- 310 Physical and engineering science associate professionals
- 311 Physical and engineering science technicians
- 312 Computer associate professionals
- 313 Optical and electronic equipment operators
- 314 Ship and aircraft controllers and technicians
- 315 Safety and quality inspectors
- 320 Life science and health associate professionals
- 321 Life science technicians and related associate professionals
- 322 Health associate professionals (except nursing)
- 323 Nursing and midwifery associate professionals
- 330 Teaching associate professionals
- 331 Primary education teaching associate professionals
- 332 Pre-primary education teaching associate professionals
- 333 Special education teaching associate professionals
- 334 Other teaching associate professionals
- 340 Other associate professionals
- 341 Finance and sales associate professionals
- 342 Business services agents and trade brokers
- 343 Administrative associate professionals
- 344 Customs, tax and related government associate professionals
- 345 Police inspectors and detectives
- 346 Social work associate professionals
- 347 Artistic, entertainment and sports associate professionals

STAFF CATEGORY 4

- 400 Clerks
- 410 Office clerks
- 411 Secretaries and keyboard-operating clerks
- 412 Numerical clerks
- 413 Material-recording and transport clerks
- 414 Library, mail and related clerks
- 419 Other office clerks
- 420 Customer services clerks
- 421 Cashiers, tellers and related clerks
- 422 Client information clerks

A5 Model of Grant Agreement



Education, Audiovisual and Culture Executive Agency

«DEFU_UNOP»

GRANT AGREEMENT FOR AN ACTION WITH MULTIPLE BENEFICIARIES

AGREEMENT NUMBER - «NO_REF»
PROJECT NUMBER - «PROJ_REF_SK»

The Education, Audiovisual and Culture Executive Agency (the "Agency"), acting under powers delegated by the Commission of the European Union (the "Commission"), and represented by Mr Klaus Haupt, Head of Unit P10 «DEFU_UNOP»,

of the one part,

and

«DEMA_NOM_CONT»

«ADRE_RUE», «ADRE_NUM»

«ADRE_BUILD»

«ADRE_BOX»

«DEMA_ST_NAME» - «ADRE_COD_POS» «DEMA_ST_CITY»

hereinafter called the "co-ordinator" represented for the purposes of signature of this Agreement by «RESI_NOM», the legal representative,

and the following "co-beneficiaries" (see Annex V)

who have conferred powers of attorney for the purposes of the signature of the Agreement to the representative of the co-ordinator,

collectively called the "beneficiaries", and each individually identified as "beneficiary" for purposes of this Agreement where a provision applies without distinction to the co-ordinator or a co-beneficiary,

of the other part,

HAVE AGREED

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

- Annex I** Description of the action
- Annex II** Estimated budget of the action
- Annex III** Mandates conferring powers of attorney from the co-beneficiaries to the coordinator
- Annex IV** Technical implementation reports and financial statements to be submitted
- Annex V** List of co-beneficiaries

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

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

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

I - SPECIAL CONDITIONS

ARTICLE I.1 – PURPOSE OF THE GRANT

- I.1.1 A European Union grant is awarded, under the terms and conditions set out in the Special Conditions, the General Conditions and the Annexes to the Agreement, which the beneficiaries hereby declare that they have taken note of and accept, for the action entitled «**PROJ_TIT**» «**PROJ_TIT2**» ("the action").
- I.1.2 The beneficiaries accept the grant and undertake to do everything in their power to carry out the action as described in Annex I, in accordance with the terms and conditions of this Agreement.

ARTICLE I.2 - DURATION

- I.2.1 The Agreement shall enter into force on the date when the last party signs.
- I.2.2 The action and the period of eligibility of costs shall begin on «**DEDE_DAT_DEB_CON**» (the "starting date of the action") and shall end on «**DEDE_DAT_FIN_CON**» (the "closing date of the action").

ARTICLE I.3 – ROLE OF THE BENEFICIARIES

- I.3.1 The co-ordinator shall:
- a) have full responsibility for ensuring that the action is implemented in accordance with the Agreement;
 - b) be the intermediary for all communication between the co-beneficiaries and the Agency in accordance with Article I.8. Any claims that the Agency might have in respect of the Agreement shall be addressed to, and answered by, the co-ordinator, save where specifically stated otherwise in the Agreement;
 - c) be responsible for supplying all documents and information to the Agency which may be required under the Agreement, in particular in relation to the requests for payment. The co-ordinator shall not delegate any part of this task to the co-beneficiaries or to any other party. Where information from the co-beneficiaries is required, the co-ordinator shall be responsible for obtaining and verifying this information and for passing it on to the Agency;
 - d) inform the co-beneficiaries and the Agency of any event of which the co-ordinator is aware that is liable to substantially affect the implementation of the action;
 - e) inform the Agency of transfers between headings of eligible costs, as provided in Article I.4.4;
 - f) make the appropriate arrangements for providing the financial guarantee when requested, under the provisions of Article I.5;
 - g) establish the payment requests on behalf of the beneficiaries, in accordance with the Agreement, the estimated eligible costs as foreseen in Annex II, and the actual costs incurred. All payments by the Agency are made to the bank account(s) referred to in paragraph 1 of Article I.7;
 - h) as sole recipient of payments on behalf of all of the beneficiaries, ensure that all the appropriate payments are made to the co-beneficiaries without unjustified delay and shall, with the reports submitted in accordance with Article I.6 and at any time upon request of the Agency, inform the Agency of the distribution of the European Union financial contribution between the beneficiaries and of the date of transfer;
 - i) be responsible, in the event of audits, checks or evaluations, as described in Articles II.19 and II.6, for providing all the necessary documents, including the accounts of the co-beneficiaries, the accounting documents and signed copies of sub-contracts, if any have been concluded by the beneficiaries in accordance with Article II.9;
 - j) send a copy of this signed Agreement to each co-beneficiary without delay.
- I.3.2 The co-beneficiaries shall:
- a) forward to the co-ordinator the data needed to draw up the reports, financial statements and other documents provided for in the Agreement including its Annexes;

- b) ensure that all information to be provided to the Agency is sent via the co-ordinator, save where the Agreement specifically stipulates otherwise;
- c) inform the co-ordinator immediately of any event liable to substantially affect or delay the implementation of the action of which they are aware;
- d) inform the co-ordinator of any modification of their individual budget;
- e) provide the co-ordinator with all the necessary documents in the event of audits, checks or evaluations, as described in Articles II.19 and II.6, including signed copies of sub-contracts, if any have been concluded in accordance with Article II.9.

I.3.3 The co-ordinator and the co-beneficiaries shall:

agree upon appropriate arrangements between themselves for the proper performance of the action, including the establishment and maintenance of an estimated budget of costs per beneficiary. The beneficiaries are deemed to have concluded an internal co-operation agreement regarding their internal operation and co-ordination. The co-operation agreement shall include all aspects necessary for the management and the implementation of the action.

ARTICLE I.4 - FINANCING THE ACTION

I.4.1 The total cost of the action is shown in the estimated budget in Annex II. The estimated budget shall give a detailed breakdown of the costs that are eligible for European Union funding under the terms of Article II.14, of any other costs that the action may entail, and of all receipts, so that receipts and costs balance.

I.4.2 The total eligible costs of the action for which the European Union grant is awarded are estimated at **EUR «DEDE_MNT_ELI»**, as shown in the estimated budget in Annex II.

Indirect costs are eligible for flat-rate funding of 7% of the total eligible direct costs, subject to the conditions laid down in Article II.14.3.

I.4.3 The Agency shall contribute a maximum of **EUR «DEDE_MNT_PRO»**, equivalent to **«PCT_FINANCE»%** of the estimated total eligible costs indicated in paragraph 2. The final amount of the grant shall be determined as specified in Article II.17, without prejudice to Article II.19.

The European Union grant may not finance the entire costs of the action. The amounts and sources of cofinancing other than from European Union funds shall be set out in the estimated budget referred to in paragraph 1. In this respect, contributions in kind shall not be accepted as part of the co-financing of the action, unless it is specifically provided for in Article I.11 of the present Agreement.

I.4.4 By way of derogation from Article II.13, the co-ordinator may, in agreement with the co-beneficiaries, when carrying out the action, adjust the estimated budget by transfers between headings of eligible direct costs, provided that this adjustment of expenditure does not affect the implementation of the action and the transfer between headings does not exceed 10% of the amount of each heading of estimated eligible direct costs for which the transfer is intended, and without exceeding the total eligible costs indicated in paragraph 2. He shall inform the Agency in writing.

ARTICLE I.5 - PAYMENT ARRANGEMENTS

I.5.1 Pre-financing:

Within 45 days of the date when the last of the parties signs the Agreement a pre-financing payment shall be made to the co-ordinator, representing 60% of the amount specified in Article I.4.3.

I.5.2 Further pre-financing payment:

Pre-financing may be paid in several instalments. In that case the second instalment of pre-financing to the co-ordinator may not be made until at least 70% of the previous pre-financing payment has been used up.

The request for payment of the second pre-financing instalment must be accompanied by the documents specified in Article II.15.2 and by a progress report on the action's implementation.

Within 45 days after the Agency receives the request for payment for the second pre-financing instalment, together with the documents referred to in the previous subparagraph, a pre-financing payment shall be made to the co-ordinator, equivalent to 30% of the amount specified in Article I.4.3.

The Agency may suspend the period for payment in accordance with the procedure in Article II.16.2.

I.5.3 Interim payment:

Not Applicable.

I.5.4 Payment of the balance:

The request for payment of the balance shall be accompanied by the final technical implementation report and financial statement specified in Article II.15.4 and, for grants of EUR 750 000 or more, by an external audit report on the action's financial statements and underlying accounts.

The Agency shall have 90 days to approve or reject the documents accompanying the request for payment and to pay the balance in accordance with Article II.17, or to request additional supporting documents or information under the procedure laid down in Article II.15.4. The co-ordinator shall have 60 days in which to submit the additional information or a new report.

The Agency may suspend the period for payment in accordance with the procedure in Article II.16.2.

ARTICLE I.6 - SUBMISSION OF REPORTS AND OTHER DOCUMENTS

The provisions relating to the submission of the technical implementation reports, financial statements and other documents referred to in Article I.5 are contained in Annex IV.

ARTICLE I.7 - BANK ACCOUNT

I.7.1 All payments shall be made on behalf of all the beneficiaries to the co-ordinator's bank account or sub-account denominated in euros, as indicated below:

Name of bank: «**DEST_BAN_NOM**»

Address of branch: «**DEST_BAN_RUE**», «**DEST_BAN_NUM_BAT**»

«**DEMA_ST_NAME**» - «**DEST_BAN_COD_POS**» «**DEST_BAN_VIL**»

Precise denomination of the account holder: «**DEST_NOM**»

Full account number (including bank codes): «**DEST_NUM_COM**»

IBAN account code¹³: «**DEST_IBAN_CD**»

I.7.2 This account or sub-account must identify the payments made by the Agency. If the total pre-financing payment exceeds 50 000 euros and the funds paid to this account yield interest or equivalent benefits under the law of the State on whose territory the account is opened, such interest or benefits shall, if they are generated by pre-financing payments, be recovered by the Agency as specified in Article II.16.4.

ARTICLE I.8 - GENERAL ADMINISTRATIVE PROVISIONS

I.8.1 Any communication addressed to the Agency in connection with this Agreement shall be in writing in English, French or German, preferably in the language of this contract, indicating the number of the Agreement, and shall be sent to the following address:

Education, Audiovisual and Culture Executive Agency (EACEA)

Mr Klaus Haupt

Head of Unit P10

BOUR 02/17

1, Avenue du Bourget

1140 Brussels

Belgium

Email address: EACEA-Tempus-Project-Management@ec.europa.eu

¹³ BIC code for countries where the IBAN code does not apply

- I.8.2 Ordinary mail shall be considered to have been received by the Agency on the date on which it is formally registered by the Agency unit responsible referred to above. Email shall be considered as received on the date it is received. However, if the co-ordinator receives a reply asking him/her to redirect the email, it shall not be considered received until the correctly redirected email is received.
- I.8.3 Any communication to the beneficiaries in connection with the Agreement shall be in writing and shall be made via the co-ordinator, save where specifically indicated otherwise in the Agreement. It shall indicate the number of the Agreement and shall be sent to the following address:
«REPR_PRE» «REPR_NOM»
«DEMA_NOM_CONT»
«REPR_ADRE_RUE», «REPR_ADRE_NUM»
«REPR_ADRE_BUILD»
«REPR_ADRE_BOX»
«REPR_ST_NAME» - «REPR_ADRE_COD_POS» «REPR_ST_CITY»
- I.8.4 Any changes of address by the co-ordinator shall be communicated in writing to the Agency.

ARTICLE I.9 - LAW APPLICABLE AND COMPETENT COURT

The grant is governed by the terms of the Agreement and the Union law applicable. The beneficiaries may bring legal proceedings regarding decisions by the Agency concerning the application of the provisions of the Agreement and the arrangements for implementing it, before the General Court of the European Union. Under the terms of Union legislation in this matter, such a proceeding must be lodged within two months of the notification of the decision to the applicant, or, in the absence thereof, of the date on which the decision came to his knowledge.

ARTICLE I.10 – DATA PROTECTION

All personal data contained in or relating to this Agreement shall be processed in accordance with Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the European Union institutions and bodies and on the free movement of such data. Such data shall be processed solely for the purposes of the implementation, the management and the follow-up of this Agreement by the Controller, without prejudice to the possible transmission of the data to the bodies in charge with monitoring or inspection tasks in conformity with Union law [the Court of Auditors, the European Anti-Fraud Office (OLAF), the Financial Irregularities Panel, auditors, etc].

Any beneficiary shall have the right of access to his personal data and the right to rectify any such data that is inaccurate or incomplete. Should a beneficiary have a query concerning the processing of his personal data, he shall address it in writing to the Controller. Any beneficiary shall also have the right of recourse to the European Data Protection Supervisor at any time.

For the purpose of this provision, the «Controller» is the person who has represented the Agency for the purpose of the signature of this Agreement.

ARTICLE I.11 – OTHER SPECIAL CONDITIONS

The following additional special conditions apply to this Agreement:

- I.11.1 Exchange rate applicable for the conversion of currencies into euros:

The co-ordinator shall submit the payment requests in accordance with article I.5, including the underlying financial statements, in euros. Any conversion of actual costs into euros shall be made by the co-ordinator at the monthly accounting rate established by the Commission and published on its website¹⁴ applicable on the month of the first pre-financing until the second pre-financing is received, after which the rate of the month of the second pre-financing must be applied.

- I.11.2 Implementation contracts:

Where the value of the procurement contract awarded in accordance with the provisions of Article II.9 of the General Conditions exceeds EUR 25 000, the co-ordinator shall obtain quotations from at least three suppliers and retain the one offering best value for money.

¹⁴ <http://ec.europa.eu/budget/infocore>

The co-ordinator must clearly document the tendering procedure and retain the documentation in particular for audit purposes in accordance with article II.19.

I.11.3 Publicity obligations:

a) For the purpose of the application of Article II.5 of the Agreement, relating to publicity, the beneficiaries shall use the logo and follow the instructions available on the following Internet website: http://eacea.ec.europa.eu/tempus/beneficiaries/beneficiaries_tempus4_en.php

b) Obligations of the beneficiaries:

Information about the funding sources:

- The beneficiaries shall inform the public, press and media of the action (internet included); which must, in conformity with Article II.5, visibly indicate that "This project has been funded with the support of the European Union" as well as the graphic logos.

- The translation of the text can be found at the following Internet website address:

http://eacea.ec.europa.eu/tempus/beneficiaries/beneficiaries_tempus4_en.php

- Where the action, or part of the action, is a publication the mention and graphic logos shall appear on the cover or the first pages following the editor's mention.

- Use of signs and posters: If the action includes events for the public, signs and posters related to this action shall be displayed. This shall include the logos mentioned under point a).

- Authorisation to use the logos described in point a) implies no right of exclusive use and is limited to this agreement.

- If the action is co-financed, the importance given to the above-mentioned publicity must be in proportion with the level of Union financing.

c) The Agency shall consider this publicity obligation, foreseen in Articles I.11.3 (a) and (b) above and II.5 as a «substantial obligation» within the meaning of Article II.11.3 point b) of the Agreement.

I.11.4 Use of the Results:

For the purpose of Article II.3.2 of the Agreement, the use of the results of the action shall include – the right, for the Agency and/or the Commission, to request that the beneficiaries make the said results available to the public via the European Commission-supported information platform «EVE», available at the following Internet address: <http://ec.europa.eu/eve/>

I.11.5 Cooperation obligation:

Considering that the Agency cooperates with some bodies for the management of the Tempus Programme, in particular with the National Tempus Offices (NTO), the beneficiaries shall provide these bodies with all the information relevant for the implementation of the tasks entrusted to them and shall grant access to their sites, premises and documents for any question relating to the action.

1.11.6 Eligible costs:

In addition to Article II.14.2 replacement costs for European Union academic staff and experts assigned to the action will be considered eligible, provided that the cost is an actual cost incurred by the co-ordinator and co-beneficiaries and that they comply with the provisions set out in the "Guidelines for use of the grant" published on the Tempus website¹⁵.

I.11.7 Eligible costs for activities and related travel:

For the purpose of Article II.14, the guiding principle for activities and related travel is that it is carried out at the project beneficiaries listed in Annex V. Exceptions to this rule, if not set out in the 'guidelines for use of the grant' published on the Tempus website, are subject to prior written authorisation by the Agency.

I.11.8 Salary costs of personnel of public administrations or governmental organisations:

By derogation to article II.14.2 salary costs of personnel of public administrations (Ministries, other national, regional and local administrations) or governmental organisations are not eligible.

¹⁵ http://eacea.ec.europa.eu/tempus/beneficiaries/beneficiaries_tempus4_en.php

I.11.9 Depreciation:

By derogation to article II.14.2, and considering the particular nature of the Tempus programme, the total purchase cost of the equipment will be taken into account by the Agency rather than the equipment's depreciation corresponding to the duration of the action and the rate of actual use for the purposes of the action.

I.11.10 Ineligible costs:

In addition to Article II.14.4, the following costs are ineligible:

- equipment such as: furniture, motor vehicles of any kind, equipment for research and development purposes, telephones, mobile phones, alarm systems and anti-theft systems;
- hospitality costs;
- costs related to the use of materials (computer, laboratory, library, etc.) incurred by universities, institutions, industries or companies when hosting staff;
- registration fees for courses, seminars, symposia, conferences, congresses;
- costs of premises (purchase, rent, heating, maintenance, repairs etc.). Renting of premises is only possible for specific dissemination events with prior written approval from the Agency;
- costs linked to the purchase of real estate;
- expenses for activities - and related travel - that are not carried out on the premises of the project beneficiaries (see Annex V), unless listed as an eligible activity in these guidelines or explicit prior authorisation has been granted by the Agency;
- expenses incurred outside the eligibility period;
- contributions in kind.

I.11.11 Costs of financial transfers:

Costs of the transfers are borne in the following way:

- costs of dispatch charged by the bank of the Commission shall be borne by the Commission;
- costs of receipt charged by the bank of the co-ordinator shall be borne by the co-ordinator;
- all costs of repeated transfers caused by one of the parties shall be borne by the party who caused repetition of the transfer.

II -GENERAL CONDITIONS

PART A: LEGAL AND ADMINISTRATIVE PROVISIONS

ARTICLE II.1 - LIABILITY

- II.1.1 The beneficiaries shall have sole responsibility for complying with any legal obligations incumbent on them.
- II.1.2 The Agency shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the Agreement relating to any damage caused during the action's execution. Consequently, the Agency will not entertain any request for indemnity or reimbursement accompanying any such claim.
- II.1.3 Except in cases of *force majeure*, the beneficiaries shall make good any damage sustained by the Agency as a result of the execution or faulty execution of the action.
- II.1.4 The beneficiaries shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the action is being carried out.

ARTICLE II.2 - CONFLICT OF INTERESTS

- II.2.1 The beneficiaries undertake to take all the necessary measures to prevent any risk of conflicts of interests which could affect the impartial and objective performance of the Agreement. Such

conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.

- II.2.2 Any situation constituting or likely to lead to a conflict of interests during the performance of the Agreement must be brought to the attention of the Agency, in writing, without delay. The beneficiaries shall undertake to take whatever steps are necessary to rectify this situation at once.
- II.2.3 The Agency reserves the right to check that the measures taken are appropriate and may demand that the beneficiaries take additional measures, if necessary, within a certain time.

ARTICLE II.3 - OWNERSHIP/USE OF THE RESULTS

- II.3.1 Unless stipulated otherwise in this Agreement, ownership of the results of the action, including industrial and intellectual property rights, and of the reports and other documents relating to it shall be vested in the beneficiaries.
- II.3.2 Without prejudice to paragraph 1, the beneficiaries grant the Agency and the Commission the right to make free use of the results of the action as it deems fit, provided it does not thereby breach their confidentiality obligations or existing industrial and intellectual property rights.

ARTICLE II.4 - CONFIDENTIALITY

The Agency and the beneficiaries undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the Agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the action.

ARTICLE II.5 - PUBLICITY

- II.5.1 Unless the Agency requests otherwise, any communication or publication by the beneficiaries collectively or any one of the beneficiaries individually about the action, including at a conference or seminar, shall indicate that the action has received funding from the European Union.

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

- II.5.2 The beneficiaries authorise the Agency and the Commission to publish the following information in any form and medium, including via the Internet:

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

Upon a reasoned and duly substantiated request by the co-ordinator, the Agency and/or the Commission may agree to forgo such publicity if disclosure of the information indicated above would risk compromising the beneficiaries' security or prejudicing their commercial interests.

ARTICLE II.6 - EVALUATION

Whenever the Agency and/or the Commission carries out an interim or final evaluation of the action's impact measured against the objectives of the European Union programme concerned, the co-ordinator and the cobeneficiaries undertake to make available to the Agency and the Commission and/or persons authorised by it all such documents or information, including information in electronic format, as will allow the evaluation to be successfully completed and to give them the rights of access specified in Article II.19.

ARTICLE II.7 - SUSPENSION

- II.7.1 The co-ordinator, in agreement with the co-beneficiaries, may suspend implementation of the action if exceptional circumstances make this impossible or excessively difficult, notably in the

event of *force majeure*. The co-ordinator shall inform the Agency without delay, giving all the necessary reasons and details and the foreseeable date of resumption.

- II.7.2 If the Agency does not terminate the Agreement under Article II.11.3, the beneficiaries shall resume implementation once circumstances allow and the co-ordinator 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 II.13, a supplementary written agreement shall be concluded to extend the duration of the action and to make any amendments that may be necessary to adapt the action to the new implementing conditions.

ARTICLE II.8 - FORCE MAJEURE

- II.8.1 *Force majeure* shall mean any unforeseeable exceptional situation or event beyond the parties' control which prevents them from fulfilling any of their obligations under this Agreement, was not attributable to error or negligence on their part, and proves insurmountable in spite of all due diligence. Defects in equipment or material or delays in making them available (unless due to *force majeure*), labour disputes, strikes or financial difficulties cannot be invoked as *force majeure* by the defaulting party.
- II.8.2 A party faced with *force majeure* shall inform the other party without delay by registered letter with acknowledgement of receipt or equivalent, stating the nature, probable duration and foreseeable effects.
- II.8.3 Neither of the parties shall be held in breach of their obligations under the Agreement if they are prevented from fulfilling them by *force majeure*. The parties shall make every effort to minimise any damage due to *force majeure*.
- II.8.4 The action may be suspended in accordance with Article II.7.

ARTICLE II.9 - AWARD OF CONTRACTS

- II.9.1 If the beneficiaries have to conclude contracts in order to carry out the action and they constitute costs of the action under an item of eligible direct costs in the estimated budget, they shall award the contract to the bid offering best value for money; in doing so they shall take care to avoid any conflict of interests.
- II.9.2 Contracts as referred to in paragraph 1 may be awarded only in the following cases:
- (a) they may only cover the execution of a limited part of the action;
 - (b) recourse to the award of contracts must be justified having regard to the nature of the action and what is necessary for its implementation;
 - (c) the tasks concerned must be set out in Annex I and the corresponding estimated costs must be set out in detail in the budget in Annex II;
 - (d) any recourse to the award of contracts while the action is under way, if not provided for in the initial grant application, shall be subject to prior written authorisation by the Agency;
 - (e) the beneficiaries shall retain sole responsibility for carrying out the action and for compliance with the provisions of the Agreement. The beneficiaries must undertake to make the necessary arrangements to ensure that the contractor waives all rights in respect of the Agency under the Agreement;
 - (f) the beneficiaries must undertake to ensure that the conditions applicable to them under Articles II.1, II.2, II.3, II.4, II.5, II.6, II.10 and II.19 of the Agreement are also applicable to the contractor.

ARTICLE II.10 - ASSIGNMENT

- II.10.1 Claims against the Agency may not be transferred.
- II.10.2 In exceptional circumstances, where the situation warrants it, the Agency may authorise the assignment of the Agreement, or a part of it, and payments flowing from it to a third party, following a written request to that effect, giving reasons, from the co-ordinator in agreement with the co-beneficiaries. 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.

II.10.3 In no circumstances shall such an assignment release the beneficiaries from their obligations to the Agency.

ARTICLE II.11 – TERMINATION OF THE AGREEMENT OR OF THE PARTICIPATION OF A BENEFICIARY

II.11.1 Termination of the Agreement by the co-ordinator

In duly justified cases, the co-ordinator, in agreement with the co-beneficiaries, may withdraw the beneficiaries' request for a grant and terminate the Agreement at any time by giving 60 days' written notice stating the reasons, without being required to furnish any indemnity on this account.

If no reasons are given or if the Agency does not accept the reasons, the Agreement shall be deemed to have been terminated improperly, with the consequences set out in the fifth subparagraph of paragraph 5.

II.11.2 Termination of the participation of a beneficiary

a) In duly justified cases, the co-ordinator may request the Agency to terminate the participation of a beneficiary. The co-ordinator shall include with any such request the remaining beneficiaries' proposal to reallocate the tasks of that beneficiary or where relevant to nominate a replacement, the reasons for the termination of the participation and the opinion of the beneficiary whose participation is requested to be terminated. The request shall be deemed to be rejected if the Agency does not send its explicit agreement to the co-ordinator within 60 days of the receipt of the request.

b) In duly justified cases, any beneficiary may request the termination of his participation in the Agreement. The request must be submitted to the Agency by the co-ordinator by giving 60 days written notice stating the reasons and including the remaining beneficiaries' proposal to reallocate the tasks of that beneficiary or where relevant to nominate a replacement. Without prejudice to the Agency's right to terminate the Agreement on the grounds of Article II.11.3, if no reasons are given or if the Agency does not accept the reasons, the participation shall be deemed to have been terminated improperly, with the consequences set out in the fifth subparagraph of paragraph 5.

In the cases foreseen in a) and b) above, the termination of the participation of the beneficiary concerned shall take effect on the date of the Agency's approval. A written supplementary agreement shall be concluded to make any amendments necessary to adapt the action to the new implementing conditions resulting from the partial termination.

II.11.3 Termination by the Agency

The Agency may decide to terminate the Agreement or the participation of one or several beneficiaries participating in the action, without any indemnity on its part, in the following circumstances:

(a) in the event of a change to any of the beneficiaries legal, financial, technical, organisational or ownership situation that is liable to affect the Agreement substantially or to call into question the decision to award the grant;

(b) if one or more beneficiaries fail(s) to fulfil a substantial obligation incumbent on him(them) under the terms of the Agreement, including its Annexes;

(c) in the event of force majeure, notified in accordance with Article II.8, or if the action has been suspended as a result of exceptional circumstances, notified in accordance with Article II.7;

(d) if a beneficiary is declared bankrupt, is being wound up, or is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in an analogous situation arising from a similar procedure provided for in national legislation or regulations;

- (e) where the Agency has evidence or seriously suspects a beneficiary or any related entity or person, of professional misconduct;
- (f) if a beneficiary has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established;
- (g) where the Agency has evidence or seriously suspects a beneficiary or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
- (h) where the Agency has evidence or seriously suspects a beneficiary or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the grant;
- (i) if a beneficiary has made false declarations or submits reports inconsistent with reality to obtain the grant provided for in the Agreement.

In the cases referred to in points (e), (g) and (h) above, any related person shall mean any physical person with powers of representation, decision-making or control in relation to the beneficiary. Any related entity shall mean in particular any entity which meets the criteria laid down by Article 1 of the Seventh Council Directive n°83/349/EEC of 13 June 1983.

II.11.4 Termination procedure

The termination procedure is initiated by registered letter with acknowledgement of receipt or equivalent. In the case of termination of the participation of a beneficiary, this letter is sent to the beneficiary concerned, with copy to the co-ordinator. In the case of termination of the Agreement, the letter is sent to the co-ordinator. In either case, the co-ordinator shall ensure that all the co-beneficiaries are duly informed.

In the cases referred to in points (a), (b), (d), (e), (g) and (h) above, the co-ordinator, in consultation with the cobeneficiaries, and, as appropriate, the co-beneficiary whose participation is intended to be terminated shall have 30 days to submit observations and take any measures necessary to ensure continued fulfilment of their obligations under the Agreement. If the Agency fails to confirm acceptance of these observations by giving written approval within 30 days of receiving them, the termination procedure shall continue to run.

Where notice is given, termination shall take effect at the end of the period of notice, which shall start to run from the date when notification of the Agency's decision to terminate the Agreement or the participation of a beneficiary is received.

If notice is not given in the cases referred to in points (c), (f) and (i) above, termination shall take effect from the day following the date on which notification of the Agency's decision to terminate the Agreement or the participation of a beneficiary is received.

II.11.5 Effects of termination

In the event of termination of the Agreement, payments by the Agency shall be limited to the eligible costs actually incurred by the beneficiaries up to the date when termination takes effect, in accordance with Article II.17. Costs relating to current commitments that are not due to be executed until after termination shall not be taken into account.

The co-ordinator shall have 60 days from the date when termination of the Agreement takes effect to produce a request for final payment in accordance with Article II.15.4. If no request for final payment is received within this time limit, the Agency shall not reimburse the expenditure incurred by the beneficiaries up to the date of termination and it shall recover any amount, if its use is not substantiated by the technical implementation reports and financial statements approved by the Agency.

Where termination affects the participation of a beneficiary, only those eligible costs actually incurred by the beneficiary concerned up to the date when termination of his participation takes effect shall be considered eligible in accordance with Article II.17. Costs relating to current commitments that were not due to be executed until after termination shall not be taken into account. The request for payment of the eligible costs incurred up to the date when the termination of the participation of the beneficiary

concerned takes effect shall be included in the following payment request due according to the schedule laid down in Article I.6.

By way of exception, at the end of the period of notice referred to in paragraph 4, where the Agency is terminating the Agreement on the grounds that the co-ordinator has failed to produce the final technical implementation report and financial statement within the deadline stipulated in Article I.5 and the co-ordinator has still not complied with this obligation within two months following the written reminder sent by the Agency by registered letter with acknowledgement of receipt or equivalent, the Agency shall not reimburse the expenditure incurred by the beneficiaries up to the date on which the action ended and it shall recover any amount if its use is not substantiated by the technical implementation reports and financial statements approved by the Agency.

By way of exception, in the event of improper termination of the Agreement by the co-ordinator or a beneficiary's participation in the action, or termination by the Agency on the grounds set out in points (a), (e), (g), (h) or (i) above, the Agency may require the partial or total repayment of sums already paid under the Agreement, in proportion to the gravity of the failings in question and after allowing the co-ordinator, and where relevant co-beneficiaries concerned, to submit his/their observations.

ARTICLE II.12 - FINANCIAL PENALTIES

- II.12.1 By virtue of the Financial Regulation applicable to the General Budget of the European Union, any one or several of the beneficiaries declared to be in grave breach of their obligations under the Agreement may be subject to financial penalties of between 2% and 10% of the value of their share of the grant in question, with due regard for the principle of proportionality.
- II.12.2 This rate may be increased to between 4% and 20% in the event of a repeated breach in the five years following the establishment of the first.
- II.12.3 The beneficiary concerned shall be notified in writing of any decision by the Agency to apply such financial penalties.

ARTICLE II.13 - SUPPLEMENTARY AGREEMENTS

- II.13.1 Any amendment to the grant must be the subject of a written supplementary agreement. No oral agreement may bind the parties to this effect.
- II.13.2 The supplementary agreement may not have the purpose or the effect of making changes to the agreement which might call into question the decision awarding the grant or result in unequal treatment of applicants.
- II.13.3 If the request for amendment is made by the co-ordinator, in agreement with the co-beneficiaries, he must send the request to the Agency in good time before it is due to take effect and at all events one month before the closing date of the action, except in cases duly substantiated by the beneficiary and accepted by the Agency.

PART B - FINANCIAL PROVISIONS

ARTICLE II.14 - ELIGIBLE COSTS

II.14.1 Eligible costs of the action are costs actually incurred by a beneficiary, which meet the following criteria:

- they are incurred during the duration of the action as specified in Article I.2.2 of the Agreement, with the exception of costs relating to final reports and external audit reports on the action's financial statements and underlying accounts;
- they are connected with the subject of the Agreement and they are indicated in the estimated overall budget of the action;
- they are necessary for the implementation of the action which is the subject of the grant;
- they are identifiable and verifiable, in particular being recorded in the accounting records of a beneficiary and determined according to the applicable accounting standards of the country

where the beneficiary is established and according to the usual cost-accounting practices of the beneficiary;

- they comply with the requirements of applicable tax and social legislation;
- they are reasonable, justified, and comply with the requirements of sound financial management, in particular regarding economy and efficiency.

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

II.14.2 The eligible direct costs for the action are those costs which, with due regard for the conditions of eligibility set out in Article II.14.1, are identifiable as specific costs directly linked to the performance of the action and which can therefore be booked to it direct. In particular, the following direct costs are eligible provided that they satisfy the criteria set out in the previous paragraph:

- the cost of staff assigned to the action, comprising actual salaries plus social security charges and other statutory costs included in the remuneration, provided that this does not exceed the average rates corresponding to the beneficiary's usual policy on remuneration.

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

- travel and subsistence allowances for staff taking part in the action, provided that they are in line with the beneficiary's usual practices on travel costs or do not exceed the scales approved annually by the Commission;
- the purchase cost of equipment (new or second-hand), provided that it is written off in accordance with the tax and accounting rules applicable to the beneficiary and generally accepted for items of the same kind. Only the portion of the equipment's depreciation corresponding to the duration of the action and the rate of actual use for the purposes of the action may be taken into account by the Agency, except where the nature and/or the context of its use justifies different treatment by the Agency;
- costs of consumables and supplies, provided that they are identifiable and assigned to the action;
- costs entailed by other contracts awarded by a beneficiary for the purposes of carrying out the action, provided that the conditions laid down in Article II.9 are met;
- costs arising directly from requirements imposed by the Agreement (dissemination of information, specific evaluation of the action, audits, translations, reproduction, etc.), including the costs of any financial services (especially the cost of financial guarantees). Such costs may also include specific costs incurred by the co-ordinator for fulfilling his responsibilities in his capability of the body responsible for the overall management of the action and the co-ordination of the beneficiaries.

II.14.3 The eligible indirect costs for the action are those costs which, with due regard for the conditions of eligibility described in Article II.14.1, are not identifiable as specific costs directly linked to performance of the action which can be booked to it direct, but which can be identified and justified by the co-ordinator or a co-beneficiary using their accounting system as having been incurred in connection with the eligible direct costs for the action. They may not include any eligible direct costs.

By way of derogation from Article II.14.1, the indirect costs incurred in carrying out the action may be eligible for flat-rate funding fixed at not more than 7% of the total eligible direct costs. If provision is made in Article I.4.2 for flat-rate funding in respect of indirect costs, they need not be supported by accounting documents.

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

- return on capital;
- debt and debt service charges;

- provisions for losses or potential future liabilities;
- interest owed;
- doubtful debts;
- exchange losses;
- VAT, unless the beneficiary can show that he is unable to recover it according to the applicable national legislation;
- costs declared by a beneficiary and covered by another action or work programme receiving a European Union grant;
- excessive or reckless expenditure.

II.14.5 Contributions in kind shall not constitute eligible costs. However, the Agency can accept, if considered necessary and appropriate, that the co-financing of the action referred to in Article I.4.3 should be made up entirely or in part of contributions in kind. In this case, the value calculated for such contributions must not exceed:

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

Contributions involving buildings shall not be regarded as contributions in kind.

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

II.14.6 By way of derogation from paragraph 3, indirect costs shall not be eligible under a grant for an action awarded to a beneficiary who already receives an operating grant from the Agency and/or the Commission during the period in question.

ARTICLE II.15 - REQUESTS FOR PAYMENT

Payments shall be made in accordance with Article I.5 of the Agreement.

II.15.1 Pre-financing

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

Where required by the provisions of Article I.5, the co-ordinator shall provide a financial guarantee from a bank or an approved financial institution established in one of the Member States of the European Union.

The guarantor shall stand as first call guarantor and shall not require the Agency to have recourse against the principal debtor.

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

II.15.2 Further pre-financing payment

Where pre-financing is divided into several instalments, the co-ordinator may request a further pre-financing payment once the percentage of the previous payment specified in the provisions of Article I.5 on further pre-financing has been used up. The request shall be accompanied by the following documents:

- a detailed statement of the eligible costs actually incurred;
- where required by the above-mentioned provisions of Article I.5, a financial guarantee in accordance with paragraph 1;
- where required by the above-mentioned provisions of Article I.5, an external audit report on the action's financial statements and underlying accounts, produced by an approved auditor or in case of public bodies, by a competent and independent public officer;

- an updated report on the distribution of the European Union financial contribution between the beneficiaries, including dates of transfer;
- any other documents in support of his request that may be required in support of the request for further pre-financing payments.

The documents accompanying the request for payment shall be drawn up in accordance with the relevant provisions in Article I.6 and the Annexes.

II.15.3 Interim payments

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

By the appropriate deadline indicated in Article I.6, the co-ordinator shall submit a request for interim payment accompanied by the following documents:

- an interim report on implementation of the action;
- an interim financial statement of the eligible costs actually incurred, following the structure of the estimated budget;
- where required by the provisions of Article I.5 on interim payment, an external audit report on the action's financial statements and underlying accounts, produced by an approved auditor or in case of public bodies, by a competent and independent public officer. The external audit report shall certify, in accordance with a methodology approved by the Agency, that the costs declared by the beneficiary in the financial statements on which the request of payment is based are real, accurately recorded and eligible and that all receipts have been declared, in accordance with the Agreement;
- an updated report on the distribution of the European Union financial contribution between the beneficiaries, including dates of transfer.

The documents accompanying the request for payment shall be drawn up in accordance with the relevant provisions in Article I.6 and the Annexes. The co-ordinator shall certify that the information provided in his request for payment is full, reliable and true. He shall also certify that the costs incurred can be considered eligible in accordance with the Agreement, that all receipts have been declared, and that the request for payment is substantiated by adequate supporting documents that can be checked.

On receipt of these documents, the Agency shall have the period specified in Article I.5 in order to:

- approve the interim report on implementation of the action and the interim financial statement;
- ask the co-ordinator for supporting documents or any additional information it deems necessary to allow the approval of the reports;
- reject the report(s) and ask for the submission of (a) new report(s).

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

If additional information or (a) new report(s) is (are) requested, the time limit for scrutiny shall be extended by the time it takes to obtain this information. The co-ordinator shall be informed of that request and the extension of the delay for scrutiny by means of a formal document. The co-ordinator shall have the period laid down in Article I.5 to submit the information or new documents requested.

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

Where a report is rejected, as not admissible, within 30 days of receipt, and a new report requested, the approval procedure described in this article shall apply.

In the event of renewed rejection, the Agency reserves the right to terminate the Agreement by invoking Article II.11.3 (b).

II.15.4 Payment of the balance

Payment of the balance, which may not be repeated, is made after the end of the action on the basis of the costs actually incurred by the beneficiaries in carrying out the action. It may take the form of a recovery order if previous payments exceed the amount of the final grant determined in accordance with Article II.17.

By the appropriate deadline indicated in Article I.6, the co-ordinator shall submit a request for payment of the balance accompanied by the following documents:

- a final report on the implementation of the action;
- a final financial statement of the eligible costs actually incurred, following the structure of the estimated budget;
- a full summary statement of the receipts and expenditure of the action;
- where required by the provisions of Article I.5 on payment of the balance, an external audit report on the action's financial statements and underlying accounts, produced by an approved auditor, or in case of public bodies by a competent and independent public officer. The external audit report shall certify, in accordance with a methodology approved by the Agency, that the costs declared by the beneficiaries in the financial statements on which the request of payment is based are real, accurately recorded and eligible and that all receipts have been declared, in accordance with the Agreement;.
- an updated report on the distribution of the European Union financial contribution between the beneficiaries, including dates of transfer.

The documents accompanying the request for payment shall be drawn up in accordance with the provisions of Article I.6 and the Annexes. The co-ordinator shall certify that the information provided in his request for payment is full, reliable and true. He shall also certify that the costs incurred can be considered eligible in accordance with the Agreement, that all receipts have been declared, and that his request for payment is substantiated by adequate supporting documents that can be checked.

On receipt of these documents, the Agency shall have the period specified in Article I.5 in order to:

- approve the final report on implementation of the action and the final financial statement;
- ask the co-ordinator for supporting documents or any additional information it deems necessary to allow the approval of the reports;
- reject the report and ask for the submission of (a) new report(s).

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

Requests for additional information or a new report shall be notified to the beneficiary in writing.

If additional information or (a) new report(s) is (are) requested, the time limit for scrutiny shall be extended by the time it takes to obtain this information. The co-ordinator shall be informed of that request and the extension of the delay for scrutiny by means of a formal document. The co-ordinator shall have the period laid down in Article I.5 to submit the information or new documents requested.

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

Where a report is rejected, as not admissible, within 30 days of receipt, and a new report requested, the approval procedure described in this article shall apply.

In the event of renewed rejection, the Agency reserves the right to terminate the Agreement by invoking Article II.11.3 (b).

ARTICLE II.16 -GENERAL PROVISIONS ON PAYMENTS

II.16.1 Payments shall be made by the Agency in euros. Any conversion of actual costs into euros shall be made at the daily rate published in the Official Journal of the European Union or, failing that, at

the monthly accounting rate established by the Commission and published on its website applicable on the day when the payment order is issued by the Agency, unless the Special Conditions of the Agreement lay down specific provisions.

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

- II.16.2 The Agency may suspend the period for payment laid down in Article I.5 at any time for the purposes of additional checks by notifying the co-ordinator that his request for payment cannot be met, either because it does not comply with the provisions of the Agreement, or because the appropriate supporting documents have not been produced or because there is a suspicion that some of the expenses in the financial statement are not eligible.

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

The Agency may also suspend its payments:

- if there is a suspicion of irregularity committed by a beneficiary in the implementation of the Grant Agreement;
- if there is a suspected or established irregularity committed by a beneficiary in the implementation of another Grant Agreement or grant decision funded by the General Budget of the European Union or by any other budget managed by them. In such cases, suspension of the payments will only proceed where the suspected or established irregularity can affect the implementation of the current Grant Agreement.

The Agency shall inform the co-ordinator in writing as soon as possible of any such suspension, setting out the reasons for suspension.

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.

- II.16.3 On expiry of the period for payment specified in Article I.5, and without prejudice to paragraph 2 of this Article, the beneficiaries are entitled to interest on the late payment at the rate applied by the European Central Bank for its main refinancing operations in euros, plus three and a half points; the reference rate to which the increase applies shall be the rate in force on the first day of the month of the final date for payment, as published in the C series of the Official Journal of the European Union. This provision shall not apply to recipients of a grant which are public authorities of the Member States of the European Union.

Interest on late payment shall cover the period from the final date for payment, exclusive, up to the date of payment as defined in paragraph 1, inclusive. The interest shall not be treated as a receipt for the action for the purposes of determining the final grant within the meaning of Article II.17.4. The suspension of payment by the Agency may not be considered as late payment.

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

- II.16.4 The Agency shall deduct the interest yielded by pre-financing which exceeds EUR 50 000 as provided for in Article I.5 from the payment of the balance of the amount due to the beneficiaries. The interest shall not be treated as a receipt for the action within the meaning of Article II.17.4.

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

Where the interest yielded exceeds the balance of the amount due to the beneficiaries as indicated in Article II.15.4, or is generated by pre-financing referred to in the previous subparagraph, the Agency shall recover it in accordance with Article II.18.

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

- II.16.5 The co-ordinator shall have two months 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 II.17 or, failing that, of the date on which the payment of the balance was received, to request information in writing on the determination of the final grant, giving reasons for any disagreement. After this time such requests will no longer be considered. The Agency undertakes to reply in writing within two months following the date on which the request for information is received, giving reasons for its reply.

This procedure is without prejudice to the beneficiaries' right to appeal against the Agency's decision pursuant to Article I.9. Under the terms of Union law in this matter, such appeals must be lodged within two months following the notification of the decision to the applicant or, failing that, following the date on which the applicant learned of the decision.

ARTICLE II.17 - DETERMINING THE FINAL GRANT

- II.17.1 Without prejudice to information obtained subsequently pursuant to Article II.19, the Agency shall adopt the amount of the final payment to be granted to the beneficiaries on the basis of the documents referred to in Article II.15.4 which it has approved.
- II.17.2 The total amount paid to the beneficiaries by the Agency may not in any circumstances exceed the maximum amount of the grant laid down in Article I.4.3, even if the total actual eligible costs exceed the estimated total eligible costs specified in Article I.4.2.
- II.17.3 If the total actual eligible costs when the action ends are lower than the estimated total eligible costs, the European Union's contribution shall be limited to the amount obtained by applying the European Union grant percentage specified in Article I.4.3 to the actual eligible costs approved by the Agency.
- II.17.4 The beneficiaries hereby agree that the grant shall be limited to the amount necessary to balance the action's receipts and expenditure and that it may not in any circumstances produce a profit for them.

Profit shall mean any surplus of total actual receipts attributable to the action over the total actual costs of the action. 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 co-ordinator for financing other than the European Union grant, to which shall be added the amount of the grant determined by applying the principles laid down in paragraphs 2 and 3 of this article. For the purposes of this article, only actual costs falling within the categories set out in the estimated budget referred to in Article I.4.1 and contained in Annex II shall be taken into account; non-eligible costs shall always be covered by non-Union resources.

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

- II.17.5 Without prejudice to the right to terminate the Agreement under Article II.11, and without prejudice to the right of the Agency to apply the penalties referred to in Article II.12, 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 Agreement.
- II.17.6 On the basis of the amount of the final payment determined in this way and of the aggregate amount of the payments already made under the terms of the Agreement, the Agency shall set the amount of the payment of the balance as being the amount still owing to the beneficiaries. 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.

ARTICLE II.18 - RECOVERY

II.18.1 Where an amount, paid by the Agency to the co-ordinator in his capacity of recipient of all payments, is to be recovered under the terms of the Agreement, the co-ordinator undertakes to repay the Agency, on the account indicated by the latter, the sum in question, on whatever terms and by whatever date it may specify, even if he has not been the final recipient of the amount due. In the latter case, if payment has not been made by the due date, the Agency reserves the right to recover directly the amount due from the final recipients proportionally to the amount of the financial contribution effectively received by each of them.

Where such an amount to be recovered under the terms of the Agreement was directly paid by the Agency to a beneficiary, or if recovery is justified under Article II.12 of the Agreement, the beneficiary concerned undertakes to pay the Agency the sum in question, on whatever terms and by whatever date it may specify.

II.18.2 If the obligation to pay the amount due is not honoured by the date set by the Agency, the amount due shall bear interest at the rate indicated in Article II.16.3. Interest on late payment shall cover the period between the date set for payment, exclusive, and the date when the Commission receives full payment of the amount owed, inclusive.

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

II.18.3 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 concerned beneficiary by the Agency or the Commission, after informing him accordingly by registered letter with acknowledgement of receipt or equivalent, or by calling in the financial guarantee provided in accordance with Article II.15.1. In exceptional circumstances, justified by the necessity to safeguard the financial interests of the Union, the Agency and/or the Commission may recover by offsetting before the due date of the payment. The beneficiary's prior consent shall not be required.

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

II.18.5 The beneficiaries understand that, under Article 299 of the Treaty on the functioning of the European Union, the Commission may adopt an enforceable decision formally establishing an amount as receivable from persons other than States. An action may be brought against such decision before the General Court of the European Union.

ARTICLE II.19 - CHECKS AND AUDITS

II.19.1 The co-ordinator undertakes to provide any detailed information, including information in electronic format, requested by the Agency and/or the Commission or by any other outside body authorised by the Agency and/or by the Commission to check that the action and the provisions of the Agreement are being properly implemented. Where the Agency and/or the Commission so wishes, it may request such information to be provided directly by a co-beneficiary.

II.19.2 The beneficiaries shall keep at the Agency's and/or the Commission's disposal all original documents, especially accounting and tax records, or, in exceptional and duly justified cases, certified copies of original documents relating to the Agreement stored on any appropriate medium that ensures their integrity in accordance with the applicable national legislation, for a period of five years from the date of payment of the balance specified in Article I.5.

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

II.19.4 The beneficiaries undertakes to allow the Agency and/or the Commission staff and outside personnel authorised by the Agency and/or the Commission the appropriate right of access to sites and premises where the action is carried out and to all the information, including information in electronic format, needed in order to conduct such audits.



- II.19.5 By virtue of Council Regulation (Euratom, EC) No 2185/96 and Regulation (EC) No 1073/1999 of the European Parliament and the Council, the European Anti-Fraud Office (OLAF) may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the European Union against fraud and other irregularities. Where appropriate, the inspection findings may lead to recovery decisions by the Agency and/or the Commission.
- II.19.6 The Court of Auditors shall have the same rights as the Agency and/or the Commission, notably right of access, as regards checks and audits.

SIGNATURES

For the co-ordinator
and the co-beneficiaries
represented by the co-ordinator
by virtue of the mandates in Annex III

«RESI_NOM»

Function:

[signature]

Done at , [place], [date]

For the Agency

«DEFU_UNOP_CHEF»

Head of Unit

[signature]

Done at Brussels, [date]

In duplicate in English.

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Tempus

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