

ANNEX IV. SPECIFIC CONDITIONS FOR BENEFICIARIES HAVING CONCLUDED A CORRESPONDING NATIONAL GRANT AGREEMENT

IV.1. Specific performance obligations of the beneficiary

Each beneficiary shall:

- a) carry out the work to be performed, as identified in Annex I. However, where it is necessary for the implementation of the Project, it may call upon third parties to carry out certain elements, according to the conditions laid down by the respective national funding authorities;
- b) ensure that any agreement or contract related to the Project, entered into between the beneficiary and any third party contain provisions that this third party, including the auditor, where applicable pursuant to the provisions of the corresponding national grant agreement, shall have no rights vis-à-vis the Joint Undertaking under this grant agreement;
- c) ensure that the rights of the Joint Undertaking, the Commission, the European Anti-Fraud Office (OLAF), the Court of Auditors and of the respective national funding authority/State having concluded an administrative arrangement with the Joint Undertaking on behalf of the Joint Undertaking to carry out audits and on-the-spot checks are extended to the right to carry out any such audit or checks on any third party whose costs are reimbursed in full or in part by the Joint Undertaking's financial contribution, on the same terms and conditions as those indicated in this grant agreement;
- d) ensure that the conditions applicable to it under Articles II.7, II.8, II.9, II.10 and II.13 are also applicable to any third party whose costs are claimed under the Project according to the provisions of the corresponding national grant agreement;
- e) ensure that the tasks assigned to it are correctly and timely performed;
- f) inform the other beneficiaries and the Joint Undertaking through the coordinator in due time of:
 - the names of the person(s) who shall manage and monitor its work, and its contact details as well as any changes to that information;
 - any event which might affect the implementation of the Project and the rights of the Joint Undertaking;
 - any change in its legal name, address and of its legal representatives, and any change with regard to its legal, financial, organisational or technical situation including change of control and, in particular, any change of status as regards non-profit public bodies, secondary and higher education establishments, research organisations and SMEs;

- any circumstance affecting the conditions of participation referred to in the Call for Proposals¹ or of any requirements of the grant agreement, especially if and when any eligibility criteria cease(s) to be met during the duration of the Project.
- g) provide the Joint Undertaking, the Commission, the European Anti-Fraud Office (OLAF), the Court of Auditors and the respective State having concluded an administrative arrangement with the Joint Undertaking directly with all information requested in the framework of controls and audits;
- h) take part in meetings concerning the supervision, monitoring and evaluation of the Project which are relevant to it;
- i) take all necessary steps to avoid commitments that are incompatible with the obligations provided for in this grant agreement and inform the other beneficiaries and the Joint Undertaking of any unavoidable obligations which may arise during the duration of the grant agreement which may have implications for any of its obligations under the grant agreement;
- j) ensure that it complies with the provisions of the state aid framework;
- k) carry out the Project in accordance with fundamental ethical principles;
- l) endeavour to promote equal opportunities between men and women in the implementation of the Project;
- m) have regard to the general principles of the Commission Recommendation of 11 March 2005 on the European Charter for Researchers and the Code of Conduct for the Recruitment of Researchers, in particular concerning the working conditions, transparency of recruitment processes, and career development of the researchers recruited for the Project;
- n) take every necessary precaution to avoid any risk of conflict of interest relating to economic interests, political or national affinities, family or emotional ties or any other interests liable to influence the impartial and objective performance of the Project.

IV.2. Payment modalities

1. Payments by the Joint Undertaking shall take place, subject to the provisions of Article II.4, within [30] days following receipt by the Joint Undertaking of the notification by the respective national funding authority of the certification on the acceptance of costs and, if applicable, on the corresponding payment to the beneficiary by the respective national funding authority according to the provisions of the corresponding national grant agreement.

On expiry of the time-limit for payments, the Joint Undertaking shall pay 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.

¹ See 'Eligibility criteria' document (https://www.artemis-ju.eu/call_2009)

This provision shall not apply to beneficiaries that are public bodies of the Member States of the European Union.

Interest on late payment shall cover the period from the final date of the period for payment, exclusive, up to the date when the payment is debited to the Joint Undertaking's account, inclusive.

Any such interest payment is not considered as part of the Joint Undertaking's financial contribution.

2. The Joint Undertaking shall make the following payments:
 - a) pre-financing payment following the payment of pre-financing under the corresponding national grant agreement, if there is such a provision in the corresponding national grant agreement;
 - b) the Joint Undertaking shall make interim payments and final payment of its financial contribution corresponding to [X] % of the amount accepted by the respective national funding authority pursuant to the corresponding national grant agreement and following, where appropriate, the corresponding payment by the respective national funding authority of its financial contribution according to the national grant agreement, plus any adjustment needed.

Where the amount of the corresponding Joint Undertaking's financial contribution is less than any amount already paid to the beneficiary, the Joint Undertaking shall recover the difference.

Where the amount of the corresponding Joint Undertaking's financial contribution is more than any amount already paid to the beneficiary the Joint Undertaking shall pay the difference as the final payment within the limit of Articles 5.1 and II.12.

3. Payments by the Joint Undertaking shall be made in Euro.
4. Any payment may be subject to an audit or review and may be adjusted or recovered based on the results of such audit or review.
5. Payments by the Joint Undertaking shall be deemed to be effected on the date when they are debited to the Joint Undertaking's account.

IV. 3. Subcontracting

1. Where under the terms and conditions laid down by the respective national funding authorities, the beneficiary enters into a subcontract to carry out parts of the tasks related to the Project, it remains bound by its obligations to the Joint Undertaking and the other beneficiaries under this grant agreement and retains sole responsibility for compliance with the provisions of this grant agreement.
2. Where it is necessary for the beneficiaries to subcontract certain elements of the work to be carried out, the following conditions must be fulfilled:
 - subcontracts may only cover the execution of a limited part of the Project;

- recourse to the award of subcontracts must be duly justified in Annex I having regard to the nature of the Project and what is necessary for its implementation;
- recourse to the award of subcontracts by a beneficiary may not affect its rights and obligations regarding Background and Foreground;
- Annex I must indicate the tasks to be subcontracted and an estimation of the costs.

IV. 4. Eligible costs

Eligible costs shall be determined by the respective national funding authorities.

Notwithstanding the first paragraph, value added tax shall not be an eligible cost for Joint Undertaking's funding.

IV.5. The Joint Undertaking's financial contribution

1. The Joint Undertaking's financial contribution shall be determined by applying the upper funding limit indicated in Article II.11 to the eligible costs as defined by the respective national funding authorities.
2. The reimbursement shall be based on the costs of each beneficiary as accepted by the respective national funding authorities.
3. The Joint Undertaking's financial contribution cannot give rise to any profit for any beneficiary. For this purpose, the final amount of the Joint Undertaking's financial contribution will take into account any receipts of the project received by each beneficiary as certified to the Joint Undertaking by the national funding authorities.
4. The total amount of payments by the Joint Undertaking shall not exceed in any circumstances the maximum amount of the Joint Undertaking's financial contribution referred to in Article 5.
5. Without prejudice to the right to terminate the grant agreement under Article II.20, and without prejudice to the right of the Joint Undertaking to apply the penalties referred to in Article II.16, if the Project is not implemented or is implemented poorly, partially or late, the Joint Undertaking may, after having given the beneficiary the opportunity to present its observations, reduce the grant initially provided for in line with the actual implementation of the Project on the terms laid down in this grant agreement.

The Joint Undertaking may also reduce the grant initially provided following such a reduction effectuated under the terms of the corresponding national grant agreement.

IV. 6. Interest yielded by pre-financing provided by the Joint Undertaking

In accordance with the Joint Undertaking's financial rules, the respective national funding authorities shall lay down the rules as regards the interest generated by the pre-financing.

IV.7. Amendment

The amendment of the corresponding national grant agreement may constitute a reason for amendment of this grant agreement at the initiative of the Joint Undertaking or of the coordinator on behalf of the consortium or of the beneficiary (ies) in accordance with Article II.18.