

Part A - Implementation of the Work

Article 1 – Definitions

In this Co-operation Agreement the following expression shall have the following meanings:

- (1) **INTAS members:** Austria, Belgium, Bulgaria, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Israel, Latvia, Lithuania, Luxembourg, The Netherlands, Norway, Portugal, Poland, Romania, Spain, the United Kingdom, Slovak Republic, Slovenia, Sweden, Switzerland, Turkey and the European Community, represented by the European Commission.
- (2) **NIS:** the New Independent States of the former Soviet Union, namely Armenia, Azerbaidjan, Belarus, Georgia, Kazakhstan, Kyrgystan, Moldova, Russia, Tajikistan, Turkmenistan, Ukraine and Uzbekistan.
- (3) **Joint Research Project:** partnership in which **each** participating team undertakes original experimental and/or theoretical research with a view to pooling the results in pursuit of one or more of the defined common objectives with a financial contribution from INTAS covering research costs for NIS *Contractors* and co-ordination costs for INTAS *Contractors*. A **Network** is a partnership of teams bringing together current activities with the purpose of promoting synergy and the regular exchange of information via the development of specified common activities.
- (4) **Team:** group of researchers (exceptionally, a single researcher) from a single scientific institution, organisation, university or company contributing collectively to either the *Joint Research Project* or the *Network*. Each team must be represented by a scientific team leader.
- (5) **Contractor (CR):** any team, including the *Co-ordinators* team, entering into the *Co-operation Agreement*; they shall be represented in the INTAS members by the team's organisations and in the NIS by the team's leaders.
- (6) **Co-ordinator (CO):** the leading scientist of one of the *Contractors* from the *INTAS members* contributing research results to a *Project*. He/she will assume overall responsibility for the administrative and scientific management of the *Project* and its execution by the participating teams in accordance with the *Co-operation Agreement*.
- (7) **Co-operation Agreement:** sometimes herein referred to as the "*Agreement*" - the contractual document which defines for the proposal selected for funding the subject, terms and conditions of the co-operation in the *Project* and its financial support by INTAS. It includes the work programme with the cost planning, general conditions, the power of attorneys, and is supplemented by the applications for *Individual grants*. The parties in the *Co-operation Agreement* will be on the one hand INTAS, and on the other hand, the organisations from the *INTAS members* and the NIS team leaders, representing their teams. The CO will sign the *Co-operation Agreement* on behalf of all participating *Contractors*.
- (8) **Power of attorney:** the document signed by the duly authorised representative of each of the *Contractors* participating in a proposal except the CO, authorising the *Co-ordinator* to conclude on behalf of all *Contractors* the *Co-operation Agreement* with INTAS.
- (9) **Contractor's grant:** with respect to any *Contractor* in a *Project*, the maximum aggregate amount payable by INTAS to such a *Contractor* in accordance with the terms of the *Co-operation Agreement*. The *Contractor's grant* for NIS *Contractors* consists of INTAS financial contribution to the allowable costs of the *Contractor* and the *Individual grants* awarded to its team members.
- (10) **Individual grant:** financial contribution paid directly by INTAS to individual NIS scientists in a NIS team for his/her participation in the *Project* according to the conditions stated herein Annex II.

- (11) **Payment request:** the notice sent by the *Co-ordinator* to INTAS requesting a payment in favour of a *Contractor* or an individual NIS scientist, receiving an *Individual grant*.
- (12) **Intellectual property (IPR):** means patents, registered designs, copyrights (including the copyright on software in any code) and other similar statutory rights, as well as applications for any such rights.
- (13) **Access Rights:** non-exclusive licences and user rights on all information and intellectual property generated by any *Contractor*, or third party working for it, in the performance of the *Project*.
- (14) **Foreground:** Information and IPR generated by any *Contractor*, or third party working for it, in the performance of the *Project*.
- (15) **Background:** Information and IPR owned or controlled by a *Contractor* in the same fields as, or fields related to the *Project* and important or necessary for the execution of a *Project* and the results generated therein.

Article 2 - Management of the Project

2.1 The *Co-ordinator* shall:

- (a) direct the *Project*, assume responsibility for the administrative and scientific management and shall submit *Project* documents, such as the *Co-operation Agreement* including work programme and cost breakdown, to the other *Contractors* and submit any documents from the *Contractors* including the scientific reports to INTAS. All communication and general liaison with INTAS shall go through the *Co-ordinator* and shall be in English.
- (b) request the payments of the *Contractor's grants* from INTAS according to the limits of the *Project* grant as agreed in Annex I, table "Costs". The *Co-ordinator* shall ensure that INTAS payments to the *Contractors* are consistent with the resources used, reasonable for the work performed and in function of the needs of the *Project* execution.
- (c) contribute with his team scientifically to the *Project* and receive for his team the *Contractor's grant* to cover its allowable costs in order to execute its tasks.

2.2 The *Contractors* shall undertake to carry out the *Project* jointly and severally towards INTAS and co-operate in good faith, agree appropriate arrangements for the efficient management of the *Project* and, in particular, authorise the *Co-ordinator* to conclude and amend the *Co-operation Agreement* on behalf of all *Contractors*. Each of the *Contractors* bears full responsibility for the management and execution of its part of the work and for proper expenditure of its *Contractor's grant* consistent with its obligations according to the *Agreement* and the needs of the *Project*. It shall promptly notify INTAS, through the *Co-ordinator*, in writing, of any circumstance, which may materially affect the *Project*. Each *Contractor* shall be responsible for keeping itself informed of all applicable laws and regulations, including currency regulations, import & export as well as Intellectual Property laws, and shall comply with such laws and regulations, subject to any agreements that may exist between INTAS and the NIS concerned.

Subject to *force majeure*, events beyond the reasonable control of the *Contractors* or INTAS, which render the further performance of the contractual obligations impossible, the Parties shall use reasonable endeavours to achieve the objectives intended for the *Project*. The *Contractors* shall fulfil the obligations of a defaulting or withdrawing *Contractor* to such an extent as is reasonable themselves or with the assistance of third parties to be involved additionally in the *Project* in accordance with the regulations of the *Agreement* unless it is terminated. A *Contractor* shall not be liable to take action beyond its reasonable control or to reimburse money due from a defaulting *Contractor* unless it has contributed to the default.

2.3 INTAS shall execute the overall technical and financial management of the *Project* and the financial allocation of the *Project* grant including its transfer to each of the *Contractors*, in

accordance with the respective *Payment requests* by the *Co-ordinator*. INTAS may directly communicate and submit any *Project* documents to any of the *Contractors* in a *Project*.

Article 3 - Participation of Third Parties

The *Contractors* may, where necessary or appropriate, enter into Associated Contracts or Subcontracts subject to the prior written approval of INTAS. Associated Contracts are contractual arrangements between *Contractors* and Associated Contractors, who are contributing technically and financially to the *Project* and shall comply with this Annex as if they were *Contractors*. Associated Contractors shall be subject to the minimum *Access Rights* specified in Articles 8 of this Annex and be given such other fair and equitable rights to *Foreground* having regard to their contribution to the *Project*. Subcontracts are contractual arrangements between *Contractors* and Subcontractors to carry out work, fully paid by the *Contractor* and at no cost for the Subcontractor, to the *Project*. Accordingly any such results to the *Project* shall become property of the *Contractor* and be treated as any other results in the *Project* generated by such a *Contractor*. Obligations shall be imposed in each *Associated Contract* and *Subcontract* giving INTAS the rights to audit according to Article 16 hereof. This Article does not apply to arrangements for the provision of materials and equipment concluded by a *Contractor* in the course of its normal business.

Article 4 - Termination of the Co-operation Agreement

- 4.1 The *Contractors*, acting jointly and unanimously or INTAS may terminate the *Co-operation Agreement* for major scientific, technical or economic reasons substantially affecting the *Project* by giving two months written notice. INTAS may exclude any *Contractor* from the further participation in the *Project* for such major reasons, seriously affecting the execution or the financing of the *Project*.
- 4.2 INTAS may immediately terminate the *Co-operation Agreement* or the participation of any *Contractor*, where remedial action to rectify non-performance of the agreed work within a reasonable period of time (being not less than one month), specified in writing, has been requested by INTAS and has not been satisfactorily taken or for any financial irregularity of a serious nature. INTAS might also decide to reduce the *Contractor's grant* of such non-performing party.
- 4.3 INTAS may immediately terminate the Co-operation Agreement, exclude single *Contractors* or, if problems might be overcome in due time, suspend preliminary the execution of the Co-operation Agreement or the participation of any *Contractor* by written notice for major political or financial reasons substantially affecting the *Project*, such as the abolishment of *Tax exemption* for the INTAS grants in a certain NIS.
- 4.4 The INTAS contribution to costs, on termination, shall be paid if they relate to *Project* deliverables accepted by INTAS and such other costs, which are fair and reasonable, including expenditure commitments. *Contractors* shall take appropriate action to cancel or mitigate commitments entered into before the termination notice and shall take account of any reasonable written directions of INTAS to this effect on the termination. For termination under Article 4.2, interest may be added to any amount to be reimbursed, by written request, at 2% above the rate applied by the European Central Bank for EURO operations for the period between the receipt of the funds and their reimbursement.
- 4.5 *Access Rights* relating to work performed on the *Project* before termination shall be granted by any defaulting or withdrawing *Contractor* on the conditions specified in Article 8 of this Annex to any replacing entity performing the *Project*. *Access Rights* granted by any of the other *Contractors* to a defaulting or withdrawing *Contractor* shall relate only to work performed on the *Project* before the termination or withdrawal.
- 4.6 The following provisions shall continue to apply after the completion or termination of the Agreement

- Articles 5, 6, 16 and Part B of Annex II shall continue to apply after the *Completion Date* to the extent of any limitations specified in those Articles.

In the event of any termination additionally it shall continue to apply:

- the submission of reports, including the financial reports, relating to work up to termination;
- Articles 4, 11 and part C of this Annex.

Article 5 – Liability

INTAS shall incur no liability in respect of any claim consequent upon their individual financial contribution to the *Project*. The *Contractors* shall, subject to any suitable disclaimer in the report, indemnify INTAS against any liability resulting from the publication or transmission of any report in accordance with this *Agreement* or from the application of the contents of any report (other than liability resulting from an erroneous translation in accordance with Article 10.3 of this Annex or the erroneous acts or omissions attributable to INTAS).

Article 6 - Competent Court

This *Co-operation Agreement* shall be governed under the Law of Belgium. The Court of Justice of Brussels shall have sole jurisdiction in respect of any dispute concerning this *Agreement*. However, in case of default by one or more *Contractors*, INTAS reserves the right to decide on the application of the proper laws of the country of such defaulting party and on the competence of its local jurisdiction.

Part B - Publicity, Exploitation and Transfer of Technology

Article 7- Intellectual Property

Intellectual property (IPR), such as inventions or copyrighted works, created or furnished in the *Project* shall be owned by the *Contractor(s)* generating it. *Contractors* shall notify one another, as well as INTAS within a reasonable time of the creation, protection, use and dissemination of *IPR* arising under this *Agreement* or before any such protection shall be abandoned in order to allow the other *Contractors* or *INTAS* to take an assignment on such right. *Contractors* shall seek appropriate protection of any results and information arising from the *Project*, which could be used for industrial or commercial application and ensure the adequate and effective exploitation of such results in conformity with their mutual interests, if appropriate by additional agreements on the implementation of technology. Each *Contractor* shall ensure, with respect to its national legislation that it is able to fulfil its obligations and to grant the *Access rights* specified in this Annex, this applies in particular if there are statutory rights on Intellectual property by team members of such *Contractors*, organisations or the state. The allocation of rights and interests, including the rights of inventors/authors, shall be determined in implementing arrangements between the *Parties*, and if required, within each *Contractors* team.

Article 8 - Access Rights for Research and Exploitation

8.1 *Access Rights* for *Foreground* shall be granted non-exclusively, irrevocably and royalty-free to the other *Contractors* in the same *Agreement*, where necessary for their work in the *Project* and for the performance of their own research, and for associated contractors for their work in the *Project*. The European Community shall be granted *Access Rights* on a *royalty-free* basis for research by its Joint Research Centre for its direct action activities. Where the European Community through its Joint Research Centre carries out part of the *Project* in a similar manner to a *Contractor*, *Access Rights* for research shall be granted on the same conditions as to the *Contractors*. Any *Contractor* not generally undertaking commercial activities and unable itself to commercialise its results may grant the above *Access* rights for the exploitation of the *Project* results to another *Contractor*, instead of on royalty-free conditions, on fair and reasonable financial or similar conditions with due regard to the *Contractors'* economic, scientific and

technological contribution to the exploited results and to their commercialisation potential to be agreed upon with the exploiting Party. Such agreement shall not delay or prejudice commercialisation. *Access rights* to enable commercialisation to commence shall be deemed to be granted prior to the final conditions being agreed. *Access rights* on *Background*, owned or controlled by a *Contractor* in the same fields or related to the *Project* shall be made available to the other *Contractors* royalty-free, if required for the work in the *Project*. If such *Background* is required for commercialisation of *Foreground* by other *Contractors* it shall be subject to an appropriate agreement on fair and reasonable financial or similar conditions which have regard to the said *Background's* contribution to the exploited results and to their commercialisation potential.

- 8.2 *Contractors* shall not unreasonably refuse to grant Access Rights and licences for Foreground and Background necessary for the use of Foreground to undertakings from the INTAS Members which are ready to exploit such results, subject to major business interests and on commercial conditions. *Contractor(s)* may grant each other or to such undertakings commercial exclusive licences for exploitation of *Foreground*, generated and owned by such *Contractor(s)*. Access rights for research of all *Contractors* and the European Community by its Joint Research Centre for its direct action activities shall take precedence over any other commitment. All other *Contractors* shall be informed in writing prior to any exclusive commitment towards such third party on the commercialisation of Foreground. If there is no reply in writing returned within 3 months from the receipt of the information letter claiming to maintain the *Access rights* as regulated in Article 8.1, the exclusive licensing is deemed to be agreed by the other Parties in the *Project*. Objections shall be reasonably expressed in writing based on the vested interests of such opposing Party or on public interest - until the solution of such divergences; the access rights for all *Contractors* regulated in Article 8.1 shall prevail.
- 8.3 The rights and obligations resulting from Part B shall apply 10 years after the *Completion Date* unless otherwise specified in the *Co-operation Agreement* to be extended by a longer duration of *Foreground Rights* for *Foreground* and related *Background*. The cessation of the rights and obligations under part B shall not affect *Access Rights* granted or requested prior to such cessation.
- 8.4 Disputes concerning *IPR* in the *Project* should be resolved through discussions between the *Contractors* and/or inventors/authors concerned, involving INTAS as far as required. Upon request of either *Contractor/inventor/author*, the dispute might be submitted to an arbitral tribunal for binding arbitration. INTAS reserves the right to decide on the arbitral tribunal to be called upon, taking into account the vested interest of the Parties in dispute.
- 8.5 Each *Contractor* shall keep, and if required make available to INTAS or its authorised representatives, information and documents to verify its compliance with obligations arising from the use of the *IPR* in the *Project*.

Article 9 – Reports

9.1 Submission of Reports

The *Contractors* shall submit the following reports to the *Co-ordinator*, which shall consolidate and summarise the work and results of all the *Contractors* to the extent specified in the Annexes and submit it in two copies in the English language to INTAS for approval:

- (a) periodic progress reports (progress of work and results, resources employed, deviations from the work plan or the financial planning or any other problems in the *Project*) every 12 months, or such other period specified in the *Co-operation Agreement*, the information in the relevant report must enable INTAS to evaluate the progress and co-operation within the *Project*;
- (b) a final report covering all the work, the objectives, the results and the conclusions, including a summary of all these matters together with the references to the main publications. The final report shall be in a suitable form for publication by INTAS and the *Contractors* and contain sufficient information on new developments to enable third parties

in the *INTAS Members* states and the *NIS* to become aware of opportunities to request a license for technology developed with the funding. If particular remarks on confidentiality are made on the provided final report an additional edited final report for publication needs to be submitted.

- (c) the financial reporting, which is not foreseen for publication, as a part of the final report including the consolidated Summary Cost Statement for the whole *Project* to be provided by the *Co-ordinator* and the individual Cost Statements to be provided by each of the *Contractors* including the *Co-ordinator* (as attached hereto in part D).
- 9.2 The layout of the reports shall conform to any reasonable rules notified by INTAS. Each report shall be provided as a hard copy of a suitable quality to enable direct reproduction and shall include all publications generated within the *Project* in the reporting period. The summary of results as included in the final report together with the references to the main publications must in addition be provided on diskette.
- 9.3 Each periodic progress report shall be submitted within one month of the end of the relevant reporting period. A final report shall be submitted within two months following the period specified in Article 2.1 of the *Agreement*, or the completion of the work, if earlier.

Article 10 - Confidentiality, Publicity and Information on Results

- 10.1 INTAS shall be entitled to publish general information about the *Project*, namely the identity of the *Contractors* representatives and the particulars of the participating research institutions as well as the *Project* title, summary, objective, duration, the *Project* grant and the final report according to Article 9.1 hereof.
- 10.2 Except if expressly authorised by, and subject to any obligations of the *Agreement*, the *Contractors* and INTAS undertake to keep confidential any information, document or other material communicated to them as confidential.
- 10.3 Upon request, and where it is free to do so, each *Contractor* shall grant INTAS a non-exclusive irrevocable royalty-free non-commercial right to translate, reproduce and distribute *Project*-related scientific and technical journal articles, reports, books, conference papers and other information either in a printed or any electronic format published by the *Contractor* or published with the *Contractor's* consent.
- 10.4 Upon request, and where it is free to do so, no *Contractor* shall unreasonably refuse permission to any other *Contractor* to translate, reproduce and publicly distribute scientific and technical journal articles, reports and books and conference papers directly arising from the co-operation funded by INTAS subject to appropriate agreement.
- 10.5 All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.
- 10.6 Any communication or publication concerning the *Project*, including at a conference or seminar, shall acknowledge the *Contractors* and the financial support of the *Project* by INTAS.

Part C - Financial Management

Article 11 - Allowable Costs

- 11.1 Allowable costs are those costs defined in Articles 12 and 13 of this Annex which are necessary for the *Project*, can be substantiated and are incurred during the period specified in Article 2.1 of the *Co-operation Agreement*. Allowable costs are limited to additional costs. These costs are (i) direct *Project* costs specified in Article 12 of this Annex to which the *Contractor* is not otherwise committed, and (ii) indirect costs in accordance with Article 13 of this Annex. Allowable costs after this period shall be limited to those relating to the reporting, review or

evaluation requirements of this *Co-operation Agreement*. Costs shall exclude any profit and be determined in accordance with accounting principles relating to historic costs and the internal rules of the *Contractor*.

- 11.2 The apportionment of the *Project* grant between the *Contractors* is agreed in Annex I, table "Costs". *Contractors* may transfer the estimated budget between categories within their own *Contractor's grant*, provided the scope of the *Project* is not significantly affected. For *NIS Contractors* increases in costs for *Individual grants* and in travel costs shall require the prior approval of INTAS. If reasonably justified by needs related to the execution of the *Project*, the *Co-ordinator* may propose an appropriate reallocation of the *Project grant* between the *Contractors* in the course of the *Project*. INTAS shall have the right to decide on such reallocation, taking into account the vested interests of all *Contractors*.

Article 12 - Direct Costs

12.1 Personnel

a) Personnel of INTAS members' *Contractors*

Personnel costs including salary, wages, social charges and pension costs of scientific professional, postgraduate or technical staff involved in the *Project*, conforming in the costs to the relevant *Contractors* normal practices may be charged.

b) Personnel working in NIS *Contractors* team

Personnel in the NIS working in the *Project* may receive "*Individual grants*" during their involvement independent of whether they are permanent or temporary staff. These *Individual grants* are included in the total *Project* grant and calculated as a part of the *Contractor's grant*, but are however granted individually by INTAS to the *NIS* scientists working in the *Project*. These scientific grants do not constitute an additional salary or substitute the salary to be paid by the employer of the grantee and should not be subject to social charges. *NIS* individuals may apply for an *Individual grant* at any time in the course of the *Project* by completing and signing the "Application for an *Individual grant*", (Part F hereto), the acceptance of which shall be subject of the approval by INTAS and the *Co-ordinator*. The *Individual grant* might be paid in instalments for six months *Project* involvement in advance, to be defined by the *Co-ordinator* and to be paid upon its *Payment request*, whereby the final decision remains with INTAS. If, in the course of the *Project*, the scientific work to be undertaken by the grantee is no longer required due to changes in the *Project* or if the scientific work is not satisfactorily performed, the payment of the *Individual grant* can be stopped at any time.

The maximum monthly *Individual grant* for *NIS* grantees is fixed in the Information package for the Call and the application form. *NIS* scientists might receive for their participation in different INTAS *Projects* several *Individual grants* in parallel, but the monthly cumulated amount can not exceed the aggregate monthly maximum amount, payable for the respective category of staff.

12.2 Equipment

By means of the *Project* grant equipment may be purchased or leased by *INTAS members Contractors* and for *NIS Contractors* to be charged as a direct cost. The allowable costs for leased equipment shall not exceed its purchase costs. The allowable costs for equipment amount to 100 % of the purchase price without deductions for depreciation. Equipment is provided to the *Contractors* in order to carry out the *Project* during its duration on loan. The *Contractor* shall bear all costs and full responsibility for and in connection with its use and maintenance. At the end of the *Co-operation Agreement* the equipment shall become the property of the organisation, where the work was carried out, subject to a final decision by INTAS, taking into account the proposal of the *Co-ordinator* and the respective *Contractor*. INTAS reserve the right to decide on a different destination of the equipment, in particular if the work has not been satisfactorily carried out, or in the *NIS* if the *NIS* team leader moves to a different scientific institute/organisation. In no case equipment, purchased in the *Project*, shall become private

property of any of the participating scientists or used as such in their dwellings (flats). Allowable costs include equipment purchased for the *Project* within the preceding three months of the *Commencement Date*.

12.3 Travel and Subsistence

- 12.3.1 Travel and subsistence costs may be charged, but written approval of INTAS is required for charging travel and subsistence outside the *INTAS Members* states or *NIS* unless the particular journey is specified in Annex I. Travel and subsistence shall be charged in accordance with the internal rules of the relevant *Contractor*. For journeys by air, the cheapest price (APEX, PEX or “excursion”) must be sought, in no case the amount accepted should exceed the economy class airfare.
- 12.3.2 *NIS Contractors* can be paid a reasonable daily allowance for miscellaneous expenses while in the *INTAS Members* states. The amount, which may be allocated for the total living expenses including visa and insurance, should not exceed 100 EURO per day or 2,000 EURO per month, up to 5,000 EURO for 3 months. These figures can not be applied for *NIS Contractors* travel in countries outside the *INTAS Members* states. In the *NIS* travel costs and daily allowance at rates applicable at the *NIS* institute is supported. Moreover, when staying abroad for more than 1 month, no *Individual grant* can be claimed by the person concerned during this period.

12.4 Consumables and Other Costs

Consumables may be charged as direct costs. Costs of Subcontracts and external services shall be allowable costs in accordance with Article 3 of this Annex.

Article 13- Indirect Costs: Overheads

- 13.1 For *Contractors* from the *INTAS Members* states a lump sum of up to 2000 EURO or, whatever is higher, a contribution of up to 20% of their allowable direct *Project* costs of the respective *Contractor* according to Article 12 may be charged as overheads and general management costs in respect of items such as administration, management, accommodation, telephones, postal services, stationery etc.
- 13.2 For *Contractors* from the *NIS* a contribution up to 10 % of their allowable direct costs of the respective *Contractor* according to Article 12 of this Annex may be charged as overheads.

Article 14 - Financial report

- 14.1 Financial reports shall be expressed in EURO. Expressions in national currencies may be indicatively added. The conversion rate into EURO for cost statements and payments shall be the monthly rate applied by the European Central Bank for its operations in EURO, valid for the first working day of the month following the end of the period for the relevant financial report. No account shall be taken of exchange gains or losses between the issue of the financial report and the receipt of any payment.
- 14.2 The *Co-ordinator* shall report in the periodic report(s) on the proper expenditure of the project grant, whereby all *Contractors* shall provide him/her the required financial information. Cost statements in the final report shall be directly provided by each of the *Contractors*, covering the full duration of the *Project* and the full *Project* grant including the retention of 10%. The *Contractors* shall provide any details reasonably required by INTAS for its assessment of the financial management of the *Co-operation Agreement*.
- 14.3 If any report including its financial part does not sufficiently justify the use of the grant received or is not submitted as required, INTAS may withhold part, or exceptionally all, of its payment for the *Project* or determine not to make any further reimbursement after giving one month notice in writing of the non receipt of the report or may require the reimbursement of *Contractors grants* from *Contractors* failing to justify the proper use of the *Project* grant.

- 14.4 Each *Contractor* shall maintain, on a regular basis and in accordance with the normal accounting conventions of the state in which it is established, proper books of account and appropriate documentation to support and justify the costs reported. These shall be made available for audits by INTAS.

Article 15 - Payment of INTAS Contribution

- 15.1 Where the *Project* has not effectively commenced within three months of the payment of the advance, INTAS may determine to add interest on the advance from its payment until the effective *Commencement Date* at the monthly rate applied by the European Central Bank for its operations in EURO, or require the reimbursement of the advance together with such interest.
- 15.2 Subject to Article 16 of this Annex, all payments shall be treated as advances until the acceptance of the final report. Where the financial *INTAS* contribution due for the *Project* (according to the allowable cost borne by the *Contractors* in the *Project*), including the result of any audit, is less than the payments made by INTAS, the *Contractors* shall immediately reimburse the difference to INTAS.
- 15.3 Payments by INTAS shall be made after the *Co-operation Agreement* has entered into force on *Payment request* by the *Co-ordinator*¹. It is the *Co-ordinator's* responsibility to ensure that the requested payments are made in accordance with the amounts specified per *Contractor* in Annex 1, table "Costs" and do not exceed the aggregate amounts available under each payment instalment as agreed in Article 4 of the *Agreement*. He shall furthermore inform the *Contractors* receiving the respective payments about the *Payment request* within one week.
- 15.4 Payments shall be made directly by INTAS, to each of the *Contractors* and/or the Individual Grantees. All bank fees are charged to the recipients. Payments shall be deemed to be made by INTAS if INTAS issues the transfer from the INTAS Bank to a recipients account or to a *NIS* correspondence bank account. The final recipient shall withdraw any funds made available in a correspondence bank account no later than 8 weeks after the date the *Payment request* has been issued by the *Co-ordinator* to INTAS. INTAS exclude any liability for the loss of the respective amounts upon the expiration of this time limit; inter alia because of non-liquidity or bankruptcy of the respective bank.

If reasonably agreed between a particular *Contractor*, the *Co-ordinator* and INTAS, the *Co-ordinator* may receive INTAS payments which shall be made to the *Co-ordinators'* own account in trust for such other *Contractor* or scientists receiving *Individual grants*. The *Co-ordinator* shall distribute these payments to the final recipients in due time, but shall not be the beneficial owner of such payments. This procedure might apply, inter alia, for final recipients situated at sites, where no *NIS* correspondence banks are available

- 15.5 INTAS may suspend the payments to any *Contractor* for major political or financial reasons, seriously affecting the execution or the financing of the *Project* for the duration of such a reason (inter alia because of the suspension of the INTAS tax exemption in a certain *NIS*).
- 15.6 The *Project* grant provided by INTAS shall be withdrawn via payment request by the *Co-ordinator* upon it has been made available by INTAS within the *Project's* duration. The *Contractors* shall withdraw the retention and any remainder at the latest six months after the approval of the final report. The *Contractors* shall relinquish the right to the payment of any residual amounts if the payment request is unduly delayed beyond this six-month period.

Article 16 - Technical Verification of the Project and Auditing

- 16.1 INTAS, or their authorised representatives, shall be given reasonable access to sites or premises of work on the *Project* and documents concerning the *Project* management, progress and review. Each *Contractor* shall provide appropriate assistance including attending meetings for monitoring, reviewing and evaluating the *Project*.

¹ to be made in accordance with the Guidelines for the transfer of funds, as valid for the respective Call.

- 16.2 INTAS, or persons authorised by it, shall be entitled to carry out audits up to five years after the *Completion Date* or the termination of the Agreement. INTAS shall have complete on-site access at all reasonable times to personnel engaged on the *Project* and all documents, computer records, and equipment relating to the *Project*, or, when necessary, be entitled to require the submission of any such documentary evidence.
- 16.3 The European Court of Auditors shall be entitled to the same rights under the same terms and conditions, as INTAS in respect of auditing.

Final Report

COST STATEMENT PER CONTRACTOR:¹

for the period from _____ to _____

INTAS Ref. No.:

Project Title:

Exchange rate used for conversion from the used currency to Euro²:

	Currency	Amount	Amount in EURO
1. Labour - Individual grants			
2. Management/Overheads			
3. Travel and Subsistence			
4. Equipment			
5. Consumables			
6. Other costs including external services/ subcontracts			
Total of Costs			
Contractor's grant (including final payment)			

Attention:

Please specify the actual costs incurred for the project during its contractual duration, which are financed by the INTAS grant. Any main cost items such as equipment (> 1000 Euro), significant purchase of consumables (>1000 Euro), project meetings and any other travel (aim, destination and duration, scientists involved, costs incurred) etc. should be specified overleaf.

Please specify in the Cost Statement the full Contractor's grant including the final payment of 10 % possibly still to be received by you. A final payment will only be made for costs advanced by the Contractor, pending Individual Grants or, within their allowable maximum, to cover Overhead Costs.

Contractor's Certificate

I certify that

- the above costs are derived from the resources employed and were necessary for the work under the Co-operation Agreement,
- such costs have been incurred and fall within the definition of allowable costs as specified in Articles 11,12 and 13 of the General Conditions to the Co-operation Agreement,
- all supporting documentation for justifying the costs is available for audit.

Name of Contractor:

Name and Signature of the authorised representative/NIS team leader:

Date:

¹ To be kept by the Co-ordinator and to be submitted to INTAS on request

² To calculate exchange rates you might use the currency converter as provided at <http://www.oanda.com/converter/classic>, the official converter for EU currencies can be found at <http://europa.eu.int/eurobirth>

Final Report

SUMMARY COST STATEMENT:

(if incorporated in the Final Project Report you do not need to fill in this form)

for the period from _____ to _____

INTAS Ref. No:

Project Title:

Contractor		Cost Category						TOTAL (Euro)
	Name of Contractor	Labour/Individual Grants	Overheads	Travel & Subsistence	Equipment	Consumables	Other Costs	
1								
2								
3								
4								
5								
6								
TOTAL (Euro)								

Attention:

Please only use amounts in Euro⁴ in this Summary Cost Statement based on the Cost Statements per Contractor. Identify main cost items such as equipment (> 1000 Euro), significant purchases of consumables (>1000 Euro), project meetings and other project related travel etc. as specified in the Contractor's Individual Cost Statements.

Please specify in the Summary Cost Statement the use of the full INTAS Project grant including the final payment of 10 % still to be received. The final payment covers costs advanced by the Contractors, pending Individual Grants or, within their allowable maximum, Overhead Costs.

Remarks:

Name of the Co-ordinator:

Original signature of the Co-ordinator:

Date:

⁴ To calculate exchange rates you might use the currency converter as provided at <http://www.oanda.com/converter/classic>, the official converter for EU currencies can be found at <http://europa.eu.int/eurobirth>