

COST Action Grant Agreement

Action Grant Agreement Reference

COST Action Action Number

Action Title

The COST Association, located at Avenue du Boulevard-Bolwerklaan, 21, 1210 Brussels, Belgium, an international not-for-profit organisation (AISBL) under Belgian law, registration number 0829.090.573, represented by Dr Ronald de Bruin, Director of the COST Association, hereinafter referred to as the “COST Association”,

And

Institution, **Full address**, represented by **Name of the legal representative**, Legal Representative, hereinafter referred to as the “Grant Holder”,

Hereinafter referred to individually as the “Party” and collectively as the “Parties”.

Whereas:

- (1) COST (European Cooperation in Science and Technology) is a pan-European intergovernmental framework, whose mission is notably to enable breakthrough scientific and technological developments leading to new concepts, services and products and thereby to contribute to strengthening Europe’s research and innovation capacities. It allows researchers, engineers, scholars and other stakeholders to jointly develop their own ideas and new initiatives across all fields of science and technology through trans-European coordination of nationally or otherwise funded research activities.
- (2) The COST Action and the Action Grant Agreement are governed by the COST Implementation Rules being the [Rules and Principles for COST activities](#) (level A) and the [Rules for COST Actions](#) (level B) as further detailed in the [Annotated Rules for COST Actions](#) (level C).
- (3) The COST Association is funded by the European Union Horizon Europe research and innovation programme within the frame of the COST Framework Partnership Agreement (FPA) signed between the COST Association and the European Commission and through subsequent COST Horizon Europe Specific Grant Agreements, hereinafter referred to as “SGA” or “SGAs”.
- (4) The COST Action concerned by this Action Grant Agreement was approved by the Committee of Senior Officials (CSO), the COST Association General Assembly, on **DATE** following a proposal submitted to the COST Association in the frame of the COST Open Call,
- (5) The Grant Holder was selected by the COST Action Management Committee during **the First management Committee** meeting on **SELECTION DATE**

COST Association AISBL

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Funded by the Horizon 2020 Framework Programme
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COST Association
International non-for-profit organisation
Association internationale sans but lucratif

Register of legal Entities Brussels:
0829090573

Therefore,

The Parties have agreed to the following terms and conditions including those in the following annexes, which form an integral part of this COST Action Grant Agreement, hereinafter referred to as the "Agreement":

- Annex A: Workplan (Work And Budget Plan)
- Annex B: Data protection Standard Contractual Clauses (controller to processor)

Throughout the present Agreement, the term "shall" implies an obligation to comply with the set requirement whilst the term "may" implies an authorisation to act. Other terms used in the present Agreement marked with a capital letter are defined in the list of Definitions and abbreviations contained in the [Glossary](#).

AGA Template Core - Horizon Europe

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ARTICLE 1. SUBJECT OF THE AGREEMENT

- 1.1. Through this Agreement, the COST Association awards a Grant to the Grant Holder to allow the COST Action to achieve its objectives, as described in the Action's Memorandum of Understanding (MoU Ref: XXXX) and Annex A, under the coordination of the COST Action Management Committee, following the rules defined in the COST Implementation Rules.
- 1.2. The Agreement shall be implemented by the Grant Holder in compliance with the provisions of the COST Implementation Rules, this Agreement and its Annexes A and B. The Grant Holder shall be responsible for providing the necessary financial and administrative support to the COST Action's activities detailed in Annex A. This includes but is not limited to preparing all planned activities and invitations, drafting minutes and reports, executing all relevant payments to the participants according to the applicable COST Implementation rules. A contribution for Financial, Scientific and Administrative Coordination (FSAC) expenses incurred by the Grant Holder in the implementation of this Agreement is defined in Annex A.

ARTICLE 2. HIERARCHY OF RULES

- 2.1. The present Action Grant Agreement shall be governed by the "COST Implementation Rules" meaning the [Rules and Principles for COST activities](#) (level A), the [Rules for COST Actions](#) (level B) as further detailed in the [Annotated Rules for COST Actions](#) (level C).
- 2.2. The present Action Grant Agreement shall not contravene the COST Implementation Rules. In case of any contradiction, the COST Implementation Rules shall prevail.

ARTICLE 3. GRANT PERIOD AND DURATION OF THE AGREEMENT

- 3.1. The Grant Period will start on DATE (the Starting Date) and end on DATE (the End Date).
- 3.2. This Agreement shall enter into force as of the Starting Date, notwithstanding the date of its signature and shall thereafter remain in force until the End Date or its termination in accordance with Article 21.

ARTICLE 4. COST ACTION GRANT

- 4.1. The COST Association will provide a Grant of up to a maximum of EUR [Amount] to carry out the COST Action. The detailed budget for the COST Action is set out in Annex A.
- 4.2. The Action Management Committee (MC) may, subject to approval of the COST Association as per the [Annotated Rules for COST Actions](#) (level C), Article 7.2.2.c), reallocate budget within the frame of the approved Work and Budget Plan, to the exception of the FSAC which shall not exceed the amount stated in Annex A and in no case exceed 15% of the actual eligible scientific expenditures incurred by the End Date as determined in the validated Final Financial Report.
- 4.3. The Grant awarded under this Agreement shall be fully dedicated to the COST Action and shall not be used for the Grant Holder's and/or its representatives' own activities, or any activities not approved by the Action MC.
- 4.4. The Grant Holder shall make all liable payments to persons, institutions and other claimants eligible for reimbursement within thirty (30) calendar days of receiving a complete

reimbursement claim and never later than forty-five (45) calendar days after the end date of the related event.

- 4.5. The Grant Holder shall record all eligible expenses incurred within the Grant Period within thirty (30) days after the payment and never later than forty five (45) days after the End Date of the Grant Period as mentioned under Article 3.1.

ARTICLE 5. ELIGIBILITY OF EXPENSES

- 5.1. Eligible and non-eligible expenses of the implementation the COST Action are those identified in the [Annotated Rules for COST Actions](#) (level C).
- 5.2. Non-eligible expenses specific under the present Agreement are as follows:
- Identifiable indirect and direct taxes and duties, including Value Added Tax (V.A.T.). V.A.T. is not a fee and is a non-eligible expense under the COST Grant System, irrespective of whether the Grant Holder institution is subject to pay V.A.T. or not. V.A.T. cannot be claimed or be reimbursed and shall be paid using sources other than COST funds.
 - Taxes applicable according to national law on the reimbursement of flat rates or grants should not be applicable taking into consideration the nature of COST funds. COST is exclusively funded by European public funding, and as such, funds granted to Action participants are not taxable. In any case, those taxes are not eligible and cannot be deducted from any amount paid to the Action participants.
 - The COST Association will not bear the cost of any fiscal adjustment applied to the Grant Holder as a result of payments made under this Agreement.
 - Provisions for possible future losses or charges and for doubtful debt
 - Expenses related to interests or duties
 - Exchange rate losses and expenses related to a return on capital
 - Expenses linked to activities that do not have a clear and recognisable association with COST activities, as well as expenses incurred or reimbursed from other sources in respect of other projects.
 - Bank and / or currency related charges linked to receiving Grant payments are to be borne by the Grant Holder.
- 5.3. Any expenses linked to any activity carried out without the approval of the COST Action MC or the Core Group following its Delegation of Powers as per Article 3.6 of the [Annotated Rules for COST Actions](#) (level C), or outside the Grant Period mentioned in Article 3.1 are not eligible for reimbursement.

ARTICLE 6. IMPLEMENTATION OF THIS AGREEMENT

- 6.1. When administering the COST Grant, the Grant Holder shall act under supervision of the Action MC. However, the Grant Holder shall oppose to any MC decision that would be taken against the COST Implementation Rules and report to the COST Administration in case of issue for seeking resolution.
- 6.2. The Grant Holder shall, in order to fulfil its obligations under the present Agreement, use the online tool provided by the COST Association ("e-COST") to implement the Financial, Scientific and Administrative Coordination (FSAC) of the Action.

ARTICLE 7. INFORMATION OBLIGATIONS

7.1. The Grant Holder shall provide – during the Agreement or afterwards as per Article 8.1 – any information requested in order to verify the eligibility of the costs declared, proper implementation of the present Agreement and compliance with the other obligations under the present Agreement.

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

7.2. This obligation shall also apply towards requests for information related to the present Grant Agreement of the European Commission (EC), the European Public Prosecutor's Office (EPPO), the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF).

7.3. The Grant Holder shall immediately inform the COST Association of any of the following:

- events which are likely to affect or delay the implementation of the Agreement or affect COST or the EU's financial interests, in particular changes in their legal, financial, technical, organisational situation (including changes linked to one of the exclusion grounds listed in the declaration of honour signed before grant signature)
- circumstances affecting compliance with requirements under the Agreement.

ARTICLE 8. RECORD KEEPING

8.1. In line with the FPA and SGA, the Grant Holder shall keep for 9 years after the validation of the Final Financial Report by the COST Association records and other supporting documents to prove the proper implementation of the present Agreement, meaning the Grant Holder shall keep adequate records and supporting documents to prove the costs declared as per the [Annotated Rules for COST Actions](#) (level C).

8.2. In addition, the Grant Holder's usual accounting and internal control procedures shall enable direct reconciliation between the amounts declared, the amounts recorded in their accounts and the amounts stated in the supporting documents.

8.3. The records and supporting documents shall be made available upon request (see Article 7.1) or in the context of checks, reviews, audits or investigations (see Articles 13.1 and 13.2).

8.4. If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement (Article 13, Article 19, Article 20), the Grant Holder shall keep these records and other supporting documentation until the end of these procedures.

8.5. The Grant Holder shall keep the original documents. Digital and digitalised documents are considered originals if they are authorised by the applicable national law. COST may accept non-original documents if they offer a comparable level of assurance.

ARTICLE 9. DELIVERABLES AND REPORTING REQUIREMENTS

9.1. Financial reporting

The Grant Holder shall, with the support of the COST Action MC, provide the COST Association, except as otherwise directed by the COST Association, with the following reports, using e-COST and following the requirements described in the Annotated Rules for COST Actions (level C), Article 7.5.1 :

Financial reporting is made through the submission of the followings:

- Intermediate Financial Report (IFR) to be submitted only if cash is required when requesting the second instalment of the COST Grant, at any given time according to the budgetary needs of the Action and not later than 2 months before the end date of the Grant Period. The IFR shall be signed electronically on e-COST by the Financial representative of the Grant Holder.
- Final Financial Report (FFR): to be submitted to the COST Association at the end of the Grant Period and not later than within 30 calendar days after the end date of the Grant Period.
The FFR shall trigger, after validation by the COST Association, the payment of the last instalment of the COST Grant. The expenses reported in the FFR shall contain only finalised and paid claims.
Late submission of the FFR may lead to rejection of any non-finalised and / or unpaid claims from the given report as per Article 18.
The FFR shall be electronically signed on e-COST by the Financial representative of the Grant Holder, and by the Action Chair (Vice-Chair in case the Action Chair is affiliated with the GH) after approval of the MC.
The FFR shall be validated and signed by the COST Association and the Grant Holder within 45 days from the end date of the Action Grant Agreement. No changes to the report shall be done after the validation and signature of the FFR.

9.2. Management reporting

Upon request by the COST Association, the Grant Holder shall provide the COST Action MC and the COST Association (see contact person in Article 22), within six (6) weeks of the request, with a detailed Management report using e-COST.

ARTICLE 10. ACKNOWLEDGMENT

- 10.1. The Grant Holder shall take appropriate measures to acknowledge COST and the European Union's financial support in COST Action activities and mandatorily on any dissemination and publication material funded through the Agreement and shall respect its obligations under [Annotated Rules for COST Actions](#) (level C), Articles 5.1 and 5.4 regarding dissemination and publications.
- 10.2. In carrying out the present Agreement, the Grant Holder shall not act in a way that could potentially damage the COST Association reputation and image.

ARTICLE 11. PAYMENT MODALITIES

- 11.1. The bank account of the Grant Holder to which all payments will be made shall be recorded and kept up to date in e-COST.
The Grant Holder shall also register in e-COST without delay any changes to this information.
- 11.2. Payments will be made in Euro (EUR).
- 11.3. After signature of this Agreement a notification of payment will be sent to the Grant Holder. The COST Association will pay a first instalment of up to 50% of the amount stated in Article 4.1 (subject to the deduction of any unspent funds under a previous Grant Period), within thirty (30) calendar days of the above-mentioned notification under the terms and conditions set out in this Agreement.
- 11.4. The Grant Holder is entitled to request a second instalment of up to 35% of the amount stated in Article 4.1 if the conditions set out in Article 9.1 are fulfilled. A notification of payment will be sent to the Grant Holder and the COST Association will pay the second instalment within thirty (30) calendar days of the notification.

- 11.5. The Grant Holder is entitled to request a third and last instalment of up to **15%** of the amount stated in Article 4.1 if the conditions set out in article 9.1 are fulfilled. A notification of payment will be sent to the Grant Holder and the COST Association will pay the third and last instalment within thirty (30) calendar days of the notification.
- 11.6. In exceptional and well justified cases, the COST Administration may on request of the Grant Holder proceed to an additional instalment, within the limit of the Grant amount specified in Article 4.1, and if the conditions set out in Article 9.1 are fulfilled.
- 11.7. The payment of the instalments is subject to the availability of funds under the applicable SGA.

ARTICLE 12. RECOVERY OF FUNDS

- 12.1. Unspent funds at the End Date identified in the validated Final Financial Report, in respect of the Grant specified in Article 4.1, will be either recovered by the COST Association as per Article 7.6 of the [Annotated Rules for COST Actions](#) (level C) or, when applicable, deducted from the first instalment of the subsequent Grant Period.
- 12.2. The Grant Holder is irrevocably and unconditionally responsible for any amount due to the COST Association. If the Grant Holder does not fulfil its contractual obligations, the COST Association reserves the right to postpone or cancel all payments and to recover the amounts already paid to the Grant Holder.

ARTICLE 13. CONTROLS AND AUDITS

- 13.1. The Grant Holder is aware that the COST Association can perform a continuous monitoring of the nature, justifications and levels of expenditure of the COST Action. Therefore, the Grant Holder must keep e-COST up-to-date to enable the COST Association and its external auditors when appropriate, to perform verification of the use of the Grant awarded through this Agreement.
- 13.2. The Grant Holder is aware that the European Commission (EC), the European Public Prosecutor's Office (EPPO), the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can exercise their rights under the FPA and SGAs to carry out checks and audits as appropriate and for a period of up to two (2) years after the payment by the European Commission to the COST Association of the balance due under the applicable SGA.
- 13.3. Findings in checks, reviews, audits or investigations carried out in the context of this grant may lead to measures described in Article 18.

ARTICLE 14. CONFLICT OF INTERESTS

Rules applicable to Conflicts of Interests as per per the part II. Level A - Rules applicable to Conflict of Interests of the [Annotated Rules for COST Actions](#) (level C) shall apply in the frame of the present Agreement.

ARTICLE 15. CONFIDENTIALITY

- 15.1. The Parties shall not to disclose to any third party any confidential information (information of a confidential nature relating for instance but not only to the other Party's business or scientific strategies, opportunities, finances or processes, or research), relating to this Agreement, without

prior agreement from the other Party, except if the disclosure of the confidential information is necessary to enable that party to perform its responsibilities and exercise its rights under this Agreement.

15.2. This obligation of non-disclosure will not extend to any information which the Party under the relevant obligation can show by written evidence that:

- Is required to be disclosed by law, or by competent authorities, or any court of competent jurisdiction,
- Is or becomes generally available to the public otherwise than by reason of a breach by a Party.

15.3. This obligation of non-disclosure will be valid for the duration of this Agreement and for four (4) years following its expiry or termination.

ARTICLE 16. FORCE MAJEURE

If the Grant Holder claims a delay in the performance of any of its obligations under this Agreement, due to a situation of Force Majeure as per [Glossary](#), the COST Association shall be immediately informed, stating the nature, likely duration and foreseeable effects. A decision on the need to suspend the Agreement shall be taken without delay. If the situation of Force Majeure is not overcome within six (6) weeks after notification, and after discussions in good faith between the Parties, the COST Association reserves the right to decide whether the Agreement shall continue to be suspended for a newly defined period, or terminated.

ARTICLE 17. DATA PROTECTION

Where the Grant Holder process personal data related to the COST Action and entered in the COST databases (including e-COST) or used for carrying out the Agreement and to which the Grant Holder has access, the provisions in Annex B shall govern the conditions under which the Grant Holder acting as processor shall process those personal data on behalf of the COST Association, acting as controller.

ARTICLE 18. BREACH OF COST IMPLEMENTATION RULES AND OBLIGATIONS UNDER THE PRESENT AGREEMENT

Breach of any of the provisions of COST implementation Rules as well as obligations under the present Agreement may lead to the application of different measures as per the part III. Level A - Breach Of COST Rules And Principles of the Preamble of the [Annotated Rules for COST Actions](#) (level C). Those provisions shall apply in the frame of the present Agreement.

ARTICLE 19. LIABILITY FOR THIRD PARTIES DAMAGES

Notwithstanding provisions in [Annotated Rules for COST Actions](#) (level C), the Grant Holder shall bear sole liability towards third parties for damages arising as a result of the Grant Holder's breach of any of its obligations under this Agreement.

ARTICLE 20. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

- 20.1. This Agreement and all matters arising out of it will in all respects be governed by Belgian Law. If a dispute concerning the interpretation, application or validity of this Agreement cannot be settled amicably, the Brussels courts will have jurisdiction to hear any dispute under this Agreement.
- 20.2. Where a Grant Holder is the EC or an EU body, office or agency or an EU RTD in the meaning of COST Implementation Rules, nothing in the Agreement shall be interpreted as a waiver of their privileges or immunities, as accorded by their constituent documents or international law.

ARTICLE 21. TERMINATION

- 21.1. The COST Association is entitled to terminate this Agreement if the Grant Holder commits any breach of or default in any terms and conditions of this Agreement or its annexes, and the Grant Holder fails to remedy such default or breach within sixty (60) days following receipt of written notice of such breach or default from the Grant Holder seeking to terminate this Agreement.
- 21.2. If the Grant Holder is unable or unwilling to continue its participation in the COST Action, the Parties shall be entitled to terminate this Agreement within sixty (60) days following receipt of written notice of such decision to withdraw from the Grant Holder. Such notice shall be sent to the COST Association contact indicated in Article 22 and to the COST Action MC through the Action Chair, and Vice Chair.
- 21.3. In case of termination of the Agreement, unspent funds at the date of termination, in respect of any Grant specified in Article 4.1, will be recovered by the COST Association.
- 21.4. The Grant Holder shall send to the COST Association a Final Financial Report in respect of any Grant specified in Article 4.1 due to the Grant Holder as at the date of the termination, or in respect of any non-cancellable costs and/commitments which the Grant Holder has incurred or entered into, and which the COST Association has agreed to meet on or prior to the termination of this Agreement. All non-cancellable costs and /or commitments incurred or entered into following the relevant date of notice of termination will only be recoverable where they have been approved in writing by the COST Association.
- 21.5. The provisions of Article 7, Article 8, Article 9, Article 13, Article 15, Article 17, Article 19 shall survive the expiry or termination of this Agreement.

ARTICLE 22. CONTACTS

- 22.1. Any communication with respect to this Agreement must be made in English and in writing to the following contact persons and addresses:

Communication to the COST Association:

[Name (Science Officer)]

Avenue du Boulevard – Bolwerklaan 21

1210 Brussels, Belgium

Tel : [Telephone]

Fax : [Fax]

E-mail: [email]

Communication to the Grant Holder:

[Name (Scientific contact person)]

[Full Address]

Tel: [Telephone]

Fax: [Fax]

E-mail: [email]

- 22.2. The Parties agree to inform the other Party without delay and in writing of any changes in the names and addresses identified above, using the available procedure in e-COST.

ARTICLE 23. DEROGATIONS AND AMENDMENTS

- 23.1. The Parties agree to inform each other without delay and in writing of any changes in their names (without change in their legal nature) and addresses, using the procedure available in e-COST.
- 23.2. Amendments to this Agreement, other than the changes covered under Articles 11.1, 22.2 and 23.1, shall be valid only if made in writing through an amendment signed by both Parties, unless otherwise agreed by the Parties. Any changes to the COST Implementation Rules will be notified in writing by the COST Association to the Grant Holder.
- 23.3. Any derogations to the terms and conditions set out in this Agreement and its annexes shall be formally requested by the Grant Holder, duly justified and approved in writing by the COST Association.

This Agreement is signed for and on behalf of:

[Institution name]

COST Association

Duly represented by

[Name]

Legal Representative

Duly represented by

Dr. Ronald de BRUIN

Director of the COST Association

Signature:

On

Date:

Signature:

On

Date: