

Contract on the provision of financial support within the Western Balkans Mobility Scheme - A POLICY ANSWERS Pilot Programme

Draft version of 19 March 2024

The
DEUTSCHES ZENTRUM FUER LUFT - UND RAUMFAHRT E.V. (DLR)
Linder Hoehe
Cologne, 51147
Germany
represented by the Management Board, executive organisational unit DLR-Projekttraeger,
Heinrich-Konen-Str. 1, 53227 Bonn, Germany

-hereinafter: DLR Projektträger (DLR-PT)

In its capacity as the call secretariat of the Horizon Europe Project POLICY ANSWERS

And
The early-career researcher:
[First name] [family name]
[Address]

-hereinafter: **Recipient**

Have concluded the following financial support contract (hereinafter - **Contract**) on financial support within the Western Balkans Mobility Scheme (WBMS)- A POLICY ANSWERS Pilot Programme (hereinafter - **Financial Support**).

Preamble

Funded within Horizon Europe, the project entitled POLICY ANSWERS - R&I POLICY making, implementation ANd Support in the WEsteRn BalkanS (<https://wbc-rti.info/theme/71>) was launched on 1 March 2022. Positioned well in line with the EU's Western Balkans (WB) Agenda on Innovation, Research, Education, Culture, Youth and Sport (WB Innovation Agenda), POLICY ANSWER monitors and supports policy coordination within the EU-WB cooperation, but also provides capacity building and pilot actions in the WB to contribute to the region's EU integration process and to strengthen their innovation ecosystems.

This pilot regional mobility scheme launched by POLICY ANSWERS has a call budget of 100.000 EURO. It should build the ground for a follow-up to be funded by regional, economy-level or international stakeholders. The aim of this scheme is to enhance regional cooperation and sustained support in mobility-driven R&I and - by fostering the interconnectedness of the WB - to support sustainable economic growth, a common regional market, societal resilience and convergence of the WB with the EU. Enhanced cooperation and sustained support in mobility-driven R&I are also pivotal for equipping the WB with the requisite tools and knowledge to address shared challenges, such as climate change and digital transformation, while fostering a generation of innovators who can reshape the region's future.

§ 1 Purpose of the Contract

The purpose of this Contract is to provide a legal framework to the transfer of the financial support mentioned below. The funds are part of the budget of the Horizon Europe project POLICY ANSWERS so the regulations of Horizon Europe and of the POLICY ANSWERS Grant Agreement apply correspondingly (see also ANNEX IV). The financial support is destined for implementation of the project with the title:

[project title]

-hereinafter: **Project**. The aim of the project is to [please insert short summary from application].

§ 2 Transfer of Financial Support

1. To implement the transfer of the Financial Support, the DLR-PT shall make available to the Recipient the amount of

[5.000,00] EURO

([Five thousand EURO])

2. It will be transferred in two payments.
3. It is understood that this amount will be paid in instalments in accordance with the following schedule:
 - 75% of the Financial Support within 30 days after signing the Contract: [3.750,00] EURO
 - 25 % after the end of the Project and the submission of a final report: [1.250,00] EURO.
4. The Euro is the general currency for all spending and reporting.
5. The Financial Support is to be used efficiently and economically.
6. The Recipient will receive the Financial Support to cover any and only those costs that are allowable and approved within the terms of this Contract and in accordance with the application (including supplements, if any). For any costs that occur at the host institution in the context of the access to the research infrastructure as well as costs for exploitation of project results, the eligibility of expenditures is checked against the original invoices. For this reason, copies of the invoices must be submitted to the DLR-PT by the Recipient, who in turn is responsible for their collection and for keeping the originals. The allowance unit costs are covered by lump sum payments. In response to misspending the DLR-PT may at any time request the refunding of parts or the total of the transferred Financial Support.
7. Any income received in connection with the Project (in particular grants, payments by third parties) is to be used to cover the expenditure related to the Project. If the overall expenditure estimated in the Financial Plan for the Project decreases, if the funds available to cover the expenditure increase or if additional funds are raised, then the Financial Support set out in this article (financing by DLR-PT) will be reduced as well.
8. Any difference between the amount agreed on in § 2.1 and the amount spent over the duration of the project (as in § 3) must be explained within the final report (§ 4) and must be retransferred to the DLR-PT within 3 months after the submission of the final report.
9. In case the aims of this Contract outlined in § 1 are not achieved, DLR-PT is entitled to a reduction or reclaim of the financial support.

§ 3 Duration and start date of the Project

1. The duration of the Project shall be [6] months from [1 October] 2024. The Financial Support Contract may not come into effect before being signed by the DLR-PT and the Recipient.
2. Since each Project has to be completed and evaluated within the lifetime of the POLICY ANSWERS project, any extension of the Project is excluded.
- 3.

§ 4 Reporting and Audit

1. Within this Contract the Recipient is bound to submit one final report to the DLR-PT about the outcome of the project and the use of the Financial Support within the Project within a maximum of 30 days after the end of the Project [31 March 2025]. The final report thus is due the latest by [30 April 2025 etc.]. The DLR-PT will send a reporting template in due time to the Recipient. In case no report is submitted until [30 April 2025 etc.], the DLR-PT is entitled to reclaim the financial support.
2. The DLR-PT audits if the Financial Support has been used in accordance with rules and regulations described in detail in the Western Balkans Mobility Scheme call text.

Within this audit special attention is being paid to:

- Purposeful use of Financial Support
 - Adequate use of the Financial Support
 - Rightful use of the Financial Support.
3. Together with the final report the Recipient is also bound to submit a financial report and to explain for any possible difference between this report and the financial plan as submitted during the application process.
 4. The final instalment will be transferred after the final report has been submitted by the Recipient, has subsequently been evaluated by the DLR-PT and the project is found to have run rightfully.

§ 5 Bank Account Details & Payments

The above stated Financial Support is transferred to the following bank account:

Name of Account holder	
Address of Account holder	
Bank Name and Address	
Account number	
IBAN	
SWIFT	
Reference	WBMS Financial Support

Any banking fees for the transfer of the money will be covered by DLR-PT.

§ 6 Liability

The Recipient ensures the Financial Support is used in accordance with the provisions of this contract and may be held liable in case of misfeasance.

§ 7 Integral Parts of the Contract

Integral parts of this Contract are:

- Annex I: The WBMS Application “WBMS-[Number] with the acronym [acronym]
- Annex II: The Letter of Intent as signed by the [legal representative] of the [home institution]
- Annex III: The Letter of Intent as signed by the the [legal representative] of the [host institution]
- Annex IV: Financial Support to Third Parties (FSTP) Annex
- Annex V: The call text of the WMBS
- Annex VI: The WBMS GDPR note

§ 8 Duration of the Contract

The Contract will come into effect with its signature. In order to accelerate the process, the Recipient may supply the DLR-PT with a digital copy of the signed Contract. The Recipient is obliged to submit the original document within 14 days after supplying the copy. Since the European Commission

The Contract will not expire with the verification of the DLR-PT that the Financial Support has been used in accordance with this Contract, since the European Commission has the right for checks, reviews, audits and investigations until five years after the end of the Horizon Europe project POLICY ANSWERS, which is until 28 February 2031 (see Annex IV). Until this date the contract will be effective.

§ 9 Utilisation of Results

If necessary, the Recipient shall conclude a cooperation agreement with the respective host institution on the utilisation of the results generated; this agreement shall include the rules and

regulations on Intellectual Property Rights in scientific and technological research results of the Project.

Project results may also be communicated with the European Commission in the context of the POLICY ANSWERS reporting.

§ 10 Termination

The DLR-PT may terminate this Contract or parts thereof for good cause at any time in writing and with immediate effect. In particular, good cause may exist if:

1. the Recipient fails to fulfil one or several obligations of this Contract,
2. the intended purpose cannot be reached,
3. the conditions that formed the basis of this Contract become inapplicable,
4. the conclusion of the Contract was based on statements that proved to be untrue or incomplete in essential parts,
5. the Financial Support is not being used for the intended purpose,
6. essential changes related to the funding conditions occur,
7. the Recipient fails to comply with the information/ reporting obligations,
8. changes occur in the financing of the of the funding encoder (European Commission) against the DLR-PT.

In case of the occurrence of any of the above-mentioned developments, the Recipient is obliged to immediately inform the DLR-PT or vice versa (especially in case of 8).

§ 10 Audit and Return of Funds

1. The DLR-PT is entitled to verify the correct use of the Financial Support by means of checking the implementation of the project and the verification documents provided by the Recipient and by further inquiry.
2. In case a deviant use of the Financial Support is detected, the DLR-PT is entitled to reclaim the financial support.

§ 11 Final Provisions

1. If one part of the Contract proves invalid, it shall not affect the validity of all other parts.
2. This Contract is made under German law.
3. Place of venue is Bonn, Germany.
4. Any amendment to this Contract must be made in written form. This applies also to the waiver of this provision.

5. This Contract is signed in two copies in English language.

The parties listed below, intending to be legally bound, do hereby agree to the above stated terms.

i.A. Stefan Knüppelholz,
Head of Department Contract
Management and Controlling, DLR-PT

Recipient
[First name] [family name]
[Address]

i.A. [NN],
Department Contract Management and
Controlling, DLR-PT

Bonn, [16 September 2024]

Place, date

Place, date

Stamp of the DLR-PT

Letter of Confirmation (LOC) for support of the project [title] as home institution

Dear Sir/Madam,

We hereby confirm our intention to support the implementation of the project [title] within the framework of the Western Balkan Mobility Scheme of the POLICY ANSWERS project as home institution of the early-career researcher (ECR) [title, first name, family name of ECR].

This support means that we confirm that:

- He/She is affiliated to our institution in the position as [xy].
- We are aware of the envisaged project and have no objections to its implementation.
- We declare that [title, first name, family name of ECR] will be able to return to his/her workplace after project.
- [We will apply the new knowledge for the benefit of both him-/herself and us as the home institution of the ECR.
- We will promote actively the collaboration with the [host institution] also after the end of the project.]

On behalf of the [home institution] I can confirm, that [home institution] is fully eligible as home institution in accordance with the criteria set out in the Western Balkan Mobility Scheme call text.

Place, date, signature of legal representative of the home institution, stamp

Kommentiert [HR1]: Optional paragraphs, depending on the application resp. project

Letter of Confirmation (LoC) for support of the project [title] as host institution

Dear Sir/Madam,

We hereby confirm our intention to support the implementation of the project [title] within the framework of the Western Balkan Mobility Scheme of the POLICY ANSWERS project as host institution of the early-career researcher (ECR) [title, first name, family name of ECR].

This support means that we confirm that:

- The ECR is granted access to the [name of research infrastructure] at our institution for the timeframe and usage as agreed with the ECR [eventually to specify]
- We are aware of the envisaged project and have no objections to its implementation.
- We declare that further support is granted [to specify, like the provision of a workplace for the ECR during his/her stay].
- As central contact person for the ECR (like a mentor or peer) as so-called "counsellor" we nominated [title, first name, family name of counsellor].
- We will apply the new knowledge for the benefit of both him-/herself and us as the home institution of the ECR.
- We will promote actively the collaboration with the ECR and the [home institution] also after the end of the project.

On behalf of the [host institution] I can confirm, that [host institution] is fully eligible as host institution in accordance with the criteria set out in the Western Balkan Mobility Scheme call text.

Place, date, signature of legal representative of the host institution, stamp

Kommentiert [HR1]: Optional paragraphs, depending on the application resp. project

Western Balkans Mobility Scheme

A POLICY ANSWERS Pilot Programme

Financial Support to Third Parties (FSTP) Annex to Financial Support Contract Form

Draft version of 23 February 2024

The financial support giving within the Western Balkans Mobility Scheme to the Recipients stem from the Horizon Europe project POLICY ANSWERS. Hence, these funds are to be transferred as Financial Support to Third Parties (FSTP). Accordingly, the European Union regulations on Horizon Europe¹ as well as the rules from Grant Agreement (GA) No. 101058873² apply. Here is an excerpt of the most important rules for FSTP according to Art. 9.4 GA that must be observed.

1. Conflict of Interests (Art. 12 GA)

The recipient must take all measures to prevent any situation where the impartial and objective implementation of this contract could be compromised for reasons involving family, emotional life, political or ethnic affinity, economic interest or any other direct or indirect interest ('conflict of interests').

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

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

2. Confidentiality and Security (Art. 13 GA)

The parties must keep confidential any data, documents or other material (in any form) that is identified as sensitive in writing ('sensitive information') – during the implementation of the action and for at least five years.

¹ <https://eur-lex.europa.eu/eli/reg/2021/695/oj>

² https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/agr-contr/general-mga_horizon-euratom_en.pdf

Unless otherwise agreed between the parties, they may use sensitive information only to implement this contract.

The recipient may not disclose sensitive information to any other person without written permission of the call secretariat.

The call secretariat may disclose sensitive information to its staff and to other EU institutions and bodies, as well as to third parties if it's this is necessary to implement this contract or safeguard the EU financial interests and the recipients of the information are bound by an obligation of confidentiality.

3. Ethics and Values (Art. 14 GA)

3.1 Ethics and research integrity

The action must be carried out in line with the highest ethical standards and the applicable EU, international and economy-level law on ethical principles.

No funding can be granted, within or outside the EU, for activities that are prohibited in all Member States. No funding can be granted in an economy for an activity which is forbidden in that economy.

The recipient must pay particular attention to the principle of proportionality, the right to privacy, the right to the protection of personal data, the right to the physical and mental integrity of persons, the right to non-discrimination, the need to ensure protection of the environment and high levels of human health protection.

The recipient must ensure that the activities under the action have an exclusive focus on civil applications.

The recipient must ensure that the activities under the action do not:

- aim at human cloning for reproductive purposes
- intend to modify the genetic heritage of human beings which could make such modifications heritable (with the exception of research relating to cancer treatment of the gonads, which may be financed)
- intend to create human embryos solely for the purpose of research or for the purpose of stem cell procurement, including by means of somatic cell nuclear transfer, or
- lead to the destruction of human embryos (for example, for obtaining stem cells).

Any activities involving research on human embryos or human embryonic stem cells may not be carried out.

In addition, the recipient must respect the fundamental principle of research integrity – as set out in the European Code of Conduct for Research Integrity³.

This implies compliance with the following principles:

- reliability in ensuring the quality of research reflected in the design, the methodology,

³ European Code of Conduct for Research Integrity of ALLEA (All European Academies)

the analysis and the use of resources

- honesty in developing, undertaking, reviewing, reporting and communicating research in a transparent, fair and unbiased way
- respect for colleagues, research participants, society, ecosystems, cultural heritage and the environment

- accountability for the research from idea to publication, for its management and organisation, for training, supervision and mentoring, and for its wider impacts and means that recipient must ensure that persons carrying out research tasks follow the good research practices including ensuring, where possible, openness, reproducibility and traceability and refrain from the research integrity violations described in the Code.

Before starting an action, task raising ethical issues, the recipient must have obtained all approvals or other mandatory documents needed for implementing the task, notably from any (economy-level or local) ethics committee or other bodies such as data protection authorities. The documents must be kept on file and be submitted upon request by the call secretariat. If they are not in English, they must be submitted together with an English summary, which shows that the documents cover the action tasks in question and includes the conclusions of the committee or authority concerned (if any).

3.2 Values

The recipient must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).

The recipient must take all measures to promote equal opportunities between men and women in the implementation of the action and, where applicable, in line with the gender equality plan. They must aim, to the extent possible, for a gender balance at all levels of personnel assigned to the action, including at supervisory and managerial level.

4. Visibility – European Flag and Funding Statement (Art 17.2 GA)

Unless otherwise agreed with the call secretariat, communication activities of the recipient related to the action (including media relations, conferences, seminars, information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via traditional or social media, etc.), dissemination activities and any infrastructure, equipment, vehicles, supplies or major result funded by the financial support must acknowledge EU support and display the European flag (emblem) and funding statement (translated into local languages, where appropriate):



Funded by the
European Union



Co-funded by the
European Union



Funded by the
European Union



Co-funded by the
European Union

The emblem must remain distinct and separate and cannot be modified by adding other visual marks, brands or text. Apart from the emblem, no other visual identity or logo may be used to highlight the EU support.

When displayed in association with other logos (e.g. of home or host institution or sponsors), the emblem must be displayed at least as prominently and visibly as the other logos.

For the purposes of their obligations under this Article, the recipient may use the emblem without first obtaining approval from the call secretariat. This does not, however, give them the right to exclusive use. Moreover, they may not appropriate the emblem or any similar trademark or logo, either by registration or by any other means.

5. General Information Obligations (Art. 19 GA)

The recipient must provide – during the action or afterwards – any information requested in order to verify eligibility of the costs or contributions declared, proper implementation of the action and compliance with the other obligations under this contract.

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

The recipient must immediately inform the call secretariat of any of the following:

- (a) events which are likely to affect or delay the implementation of the action or affect the EU's financial interests,
- (b) circumstances affecting the decision to award the grant or compliance with requirements under this contract.

6. Record-keeping (Art. 20 GA)

The recipient must keep records and other supporting documents to prove the proper implementation of the action and the costs declared for at least five years after the end of the Horizon Europe project POLICY ANSWERS, which is until 28 February 2031.

If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under this contract the recipient must keep these records and other supporting documentation until the end of these procedures.

The recipient must keep the original documents. Digital and digitalised documents are considered originals if they are authorised by the applicable economy-level law. The call secretariat may accept non-original documents if they offer a comparable level of assurance.

7. Checks, Reviews, Audits and Investigations (Art. 25 GA)

The call secretariat, the European Commission (EC), the European Anti-Fraud Office (OLAF), the European Public Prosecutor's Office (EPPO) and the European Court of Auditors (ECA) - referred to as the auditors - may – during the action or afterwards – check the proper implementation of the action and compliance with the obligations under this contract, including assessing costs and contributions, deliverables and reports.

The auditors may carry out reviews or audits on the proper implementation of the action and compliance with the obligations under this contract.

Such project reviews / audits may be started during the implementation of the action and until two years after the final payment of the EC to the POLICY ANSWERS project. The recipient concerned must cooperate diligently and provide – within the deadline requested – any information and data in addition to deliverables and reports already submitted (including information on the use of resources).

The auditors may be assisted by independent, outside experts, use its own audit service, delegate audits to a centralised service or use external audit firms.

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

On the basis of the review findings, a project review report / audit report will be drawn up. The auditors will formally notify the project review / audit report to the recipient concerned, which has 30 days from receiving notification to make observations.

Project reviews / audits (including project review / audit reports) will be in English language.

8. Consequences of Non-compliance to 1 - 7

If a recipient breaches any of its obligations under articles 1 -6 of this Annex, the financial support may be reduced and the financial support of the recipient may be terminated.

If a recipient breaches any of its obligations under article 7 of this Annex, costs or contributions insufficiently substantiated will be ineligible and will be rejected, and the grant may be reduced. Rejections or grant reductions after the final payment will lead to a revised final amount of the financial support. Findings arising from an OLAF or EPPO investigation may lead to criminal prosecution under economy-level law.

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