

COST Action Grant Agreement

Action Grant Agreement Reference
COST Action Action Number
Action Title

The COST Association, located at Avenue Louise 149, 1050 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 performance of COST will be measured in relation to each of the objectives by a set of indicators aiming to monitor the progress. The stated specific objectives of the COST Framework are:
 - Joining research efforts and developing common S&T programmes through coordination of nationally or otherwise funded research activities led by pan-European, high quality, collaborative S&T networks.
 - Building capacity by providing networking and leadership opportunities for emerging talents and thereby strengthening and building up excellent S&T communities.
 - Addressing Societal Questions by promoting trans-disciplinary, new approaches and topics and identifying early warning signals of unforeseen societal problems aiming at contributing to Societal Challenges.
 - Strengthening COST Inclusiveness Policy by fostering better access and integration of less research intensive countries’ researchers to the knowledge hubs of the European Research Area aiming at contributing to the Widening Pillar of Horizon 2020.
- (3) The COST Action and the Action Grant Agreement are governed by the COST policy, and “COST Implementation Rules” and procedures available on the COST Association website.

- (4) The COST Association has received funding from the European Union Horizon 2020 research and innovation programme within the frame of the COST H2020 Framework Partnership Agreement (FPA) (No 633054) signed between the COST Association and the European Commission, and which entered into force on 24/07/2014 for seven years and through subsequent COST H2020 Specific Grant Agreements, hereinafter referred to as “SGA” or “SGAs”.
- (5) The COST mission and objectives for the seven years of the FPA are reflected in the strategic Action Plan of the FPA and its funds will be released progressively through successive SGAs.
- (6) The COST Association is funded by European Union funds. It has to be managed following the principles of efficiency and efficacy as well as assuring sound, lean and cost-effective management.
- (7) The COST Action concerned by this Action Grant Agreement was approved for funding 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,
- (8) The Grant Holder was selected by the COST Action Management Committee during **the First management Committee** meeting on **SELECTION DATE**
- (9) A COST Action Chair, Vice-Chair and other key leadership positions were elected following the set of COST Implementation Rules; their names are identified on the COST Association website.

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: COST Vademecum

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 Chair and Vice-Chair, following the rules defined in the COST Implementation Rules, and the decisions of the Action Management Committee (MC).

1.2. The Agreement shall be implemented by the Grant Holder with respect to the provisions of this Agreement and its Annexes A and B. The Grant Holder is solely 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 rules as stated in Annex B. 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. IMPLEMENTATION OF THIS AGREEMENT

2.1. 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.

2.2. Non-compliance with the above-mentioned obligation will lead to the concerned expenses being declared non-eligible and rejected in accordance with section 2.5 of the COST Vademecum (Annex B) and may also lead to any of the measures described in section 2.6 of the COST Vademecum (Annex B).

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 15.

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, in agreement with the COST Association, decide to rearrange the allocation of eligible scientific expenditures of the COST Action in alignment with the objectives defined in the MoU and this Agreement, with 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) days of receiving a complete reimbursement claim and never later than sixty (60) 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.
- 4.6. Non-compliance with the obligations mentioned under Articles 4.2, 4.3, 4.4 and 4.5 will lead to the concerned expenses being declared non-eligible and rejected in accordance with section 2.5 of the COST Vademecum (Annex B) and may also lead to any of the measures described in section 2.6 of the COST Vademecum (Annex B).

ARTICLE 5. PAYMENT MODALITIES

- 5.1. 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 inform the COST Association without delay of any changes to this information.

- 5.2. Payments will be made in Euro (EUR).
- 5.3. 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 and Annex B.
- 5.4. 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 7.1 and in Section 2.2.3 of the COST Vademecum (Annex

B) 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.

5.5. 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 7.1 and in Annex B 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.

5.6. 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 7 and Section 2.2.3 of the COST Vademecum (Annex B) are fulfilled.

5.7. The payment of the instalments is subject to the availability of funds under the applicable SGA.

ARTICLE 6. ELIGIBILITY OF EXPENSES

6.1. Eligible and non-eligible expenses of the COST Action are those identified in the COST Vademecum (Annex B).

6.2. As COST Action Grants are financed from EU public funds, payments made under this Agreement cannot be subject to taxes, in particular Value Added Tax (V.A.T.). 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.

6.3. Any expenses linked to any activity carried out outside the Grant period mentioned in Article 3.1 are not eligible for reimbursement.

ARTICLE 7. DELIVERABLES AND REPORTING REQUIREMENTS

7.1. Financial reporting

The Grant Holder must 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 COST Vademecum at Annex B:

- An Intermediate Financial Report (IFR) for activities carried out from the Starting Date as identified in Article 3 Submission and approval of the IFR is necessary for the request of the disbursement of the instalment(s) and should occur before the eighth (8) month from the Starting Date.
- A Final Financial Report (FFR) for the Grant Period mentioned in Article 3.1 must be submitted at the latest forty five (45) days after the End Date.

Each report must be signed by the person who has the official financial authority to commit the Grant Holder. In the case of the FFR, the report must also be signed by the Chair (or Vice-Chair of the COST Action when the Chair is affiliated with the Grant Holder).

7.2. Management reporting

Upon request by the COST Association, the Grant Holder shall provide the Action Chair and the COST Association (see contact person in Article 17) , within six (6) weeks of the request, with a detailed Management report, based on the template provided by the COST Association.

7.3. A delay in submitting the required reports may result in the reduction or cancellation of the FSAC mentioned in Article 4.2 in accordance with Section 2.6 of the COST Vademecum (Annex B):

- A delay of less than thirty (30) days after the due date of the reports may result in a reduction of up to 50% of FSAC;

- A delay of more than thirty (30) days after the due date of the reports may result in a complete cancellation of the FSAC.

Should such situations occur, the procedure detailed in Section 2.6 of the COST Vademecum (Annex B) shall apply.

ARTICLE 8. RECOVERY OF FUNDS

8.1. 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 or, when applicable, deducted from the first instalment of the subsequent Grant Period, in accordance with Section 2.4.1 of the COST Vademecum (Annex B).

8.2. 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.

8.3. A delay in the repayment of unspent funds or funds otherwise subject to recovery may result in the reduction or cancellation of the FSAC mentioned in Article 4.2 in accordance with Section 2.6 of the COST Vademecum at Annex B:

- A delay of less than thirty (30) days after the due date of repayment may result in a reduction of up to 50% of FSAC;
- A delay of more than thirty (30) days after the due date of repayment may result in a complete cancellation of the FSAC.

Should such situations occur, the procedure detailed in Section 2.6 of the COST Vademecum (Annex B) shall apply.

ARTICLE 9. CONTROLS AND AUDITS

9.1. 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.

9.2. The Grant Holder is aware that the European Commission (EC), 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.

9.3. **OPTION 1 OR 2 TO BE SELECTED**

OPTION 1 In line with the FPA and SGAs, the Grant Holder shall keep all relevant invoices, receipts, and minutes of Action MC decisions, for further auditing for three (3) years after the validation of the FFR by the COST Association.

OPTION 2 In line with the FPA and SGAs, the Grant Holder shall keep all relevant invoices, and other supporting documents related to the reimbursement of Local Organiser Support, Short Term Scientific Missions, Training Schools, Dissemination, Other Expenses Related to Scientific Activities (OERSA) as well as printouts of the On-line Travel Reimbursement Request and related supporting document submitted by meeting participants using the COST Strong Authentication and minutes of Action MC decisions, for further auditing for three (3) years after the validation of the FFR by the COST Association.

ARTICLE 10. CONFIDENTIALITY

The Parties agree 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.

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.

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 11. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

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.

ARTICLE 12. LIABILITY

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 13. 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 (i.e. event or circumstance beyond its reasonable control and occurring without its fault or negligence), the COST Association must 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 14. DATA PROTECTION

14.1. 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 present provisions 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 data controller.

14.2. Within the remit of the present Agreement, the Parties shall abide by the applicable laws in force and in particular, the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC).

14.3. Description of the data processing object of the present Agreement

14.3.1. The Grant Holder may process on behalf of the COST Association the personal data required for carrying out the Agreement.

14.3.2. The nature of processing activities on personal data shall be normal.

14.3.3. The purposes of the processing shall be the implementation of the Financial, Scientific and Administrative Coordination (FSAC) of the Action as described in COST Vademecum (Annex B to this Agreement, especially articles 2.2.2 and 2.2.3).

14.3.4. The personal data processed shall be as follows: identification data (title, firstname, lastname, email address, phone and fax number, personal address, electronic signature), professional data (institution name, address and contact details, position, scientific field, research area, CV, participation to meetings, events, conferences... organised by the COST Action), financial data (bank account number, claims submitted by the COST Action Participants), personal characteristics (age, gender, date and place of birth, citizenship), training and studies data (Degree level, PhD thema, year of start of PhD thesis, date of award of PhD) and any other data that the COST Action Participants might exchange with the Grant Holder.

14.3.5. The categories of concerned data subjects shall be the COST Action participants, the beneficiaries of the COST Action networking tools, Invited Speakers, participants to COST Action meetings, events, conferences or other networking tool.

14.3.6. The COST Association shall provide to the Grant Holder the necessary access to the COST databases (including e-COST) required for the execution of the present Agreement.

14.4. Obligations of the Grant Holder towards the COST Association. The Grant Holder shall:

14.4.1. process data only for the above-mentioned purposes;

14.4.2. process the personal data only on documented instructions from the COST Association, including with regard to transfers of personal data to a third country or an international organisation. Those instructions shall be found in the COST Implementing Rules, particularly the COST Vademecum and in COST Administration specific instructions during the execution of the present Agreement. Should the Grant Holder consider that the instructions are in breach of the GDPR or any other applicable provision be it under EU or national law, it shall immediately inform the COST Association. Further, should the Grant Holder be under a legal (EU or national law) obligation to transfer data to a third State or an International Organisation, it shall inform the COST Association of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

14.4.3. ensure confidentiality of the personal data processed within the framework of the present Agreement;

14.4.4. ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and are properly trained with regard to personal data processing;

14.4.5. take due account with regard to its tools, goods, apps or services to the principles of privacy by design and by default.

14.4.6. where required for the execution of the present agreement (e.g. organisation of conferences, events, meetings...), disclosure of personal data shall be limited to the minimum required for the local organiser to support proper organisation of the event. The same data protection obligations as set out in the present agreement shall be imposed on the local organiser.

14.4.7. take appropriate measures to ensure the security of processing. Those shall include but not be limited to:

- Personal data exported from e-COST or received from the COST Action participants or other individuals in relation to the tasks of the Grant Holder shall be stored and archived either in the premises of the institution of the Grant Holder or in premises situated in the territory of a EU Member State or State for which the EU Commission has granted an adequacy decision;
- Access rights to personal data dealt with in the framework of its tasks as Grant Holder of a COST Action shall be limited to staff of the Grant Holder institution involved in the execution of those tasks;
- e-COST access shall not be shared with anyone else.

14.4.8. assist the COST Association by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the its obligation to respond to requests for exercising the data subject's rights under the GDPR: where the Grant Holder receives requests from the data subjects aiming to exercise their rights under the GDPR, the Grant Holder shall transfer those requests to the COST Association via the email address : privacy@cost.eu;

14.4.9. assist the COST Association in meeting its GDPR obligations in relation to the notification of personal data breaches: In that regard, the Grant Holder shall notify the COST Association of any personal data breach without undue delay and not later than 24 hours after having become aware of it per email to the Administrative officer in charge of the COST Association and in copy to the email address: privacy@cost.eu. This shall be accompanied by any necessary document that might help the COST Association to notify the case to the competent supervisory authority.

14.4.10. delete any existing copies in the information systems of the Grant Holder of all personal data at the end of the Agreement;

14.4.11. assist the COST Association with regard to the realization of required Data Protection Impact Assessment;

14.4.12. communicate to the COST Association, where applicable, the name and contact details of its DPO;

14.4.13. maintain in writing a record of all categories of processing activities carried out on behalf of the COST Association;

14.4.14. submit to audits and inspections, provide the COST Association with whatever information it needs to ensure that the COST Association and Grant Holder are both meeting their obligations, and tell the COST Association immediately if it is asked to do something infringing the GDPR or other data protection law of the EU or a member state.

14.5. Obligations of the COST Association towards the Grant Holder. The COST Association shall :

14.5.1. provide to the Grant Holder the information mentioned in 14.4 above;

14.5.2. document in writing any instruction provided to the Grant Holder regarding the data processing;

14.5.3. ensure prior to and during the data processing that obligations deriving from the GDPR are duly observed;

14.5.4. supervise the data processing, including regarding audits and inspections at the Grant Holder.

14.5.5. be the one providing to the data subjects concerned by processing activities the required information at the time of collection of data.

ARTICLE 15. TERMINATION

15.1. Each Party is entitled to terminate this Agreement if the other Party commits any breach of or default in any terms and conditions of this Agreement or its annexes, and the Party committing such breach or default fails to remedy such default or breach within sixty (60) days following receipt of written notice of such breach or default from the Party seeking to terminate this Agreement.

15.2. 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 15 and to the Action Chair, and Vice Chair.

15.3. In case of termination of the Agreement (e.g. in case of withdrawal of the Grant Holder), unspent funds at the date of termination, in respect of any Grant specified in Article 4.1 , will be recovered by the COST Association.

15.4. 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.

15.5. The provisions of Articles 7 and 12 will survive the expiry or termination of this Agreement.

ARTICLE 16. ACKNOWLEDGMENT

16.1. 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 Annex B regarding dissemination and publications.

16.2. In carrying out the present COST Action, the Grant Holder shall not act in a way that could potentially damage the COST Association reputation and image.

ARTICLE 17. CONTACTS

17.1. 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 Louise 149

1050 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]

17.2. 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 18. EXCEPTIONS AND AMENDMENTS

18.1. 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.

18.2. Amendments to this Agreement, other than the changes covered under Articles 5.1, 17.2 and 18.1, 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 Vademecum (Annex B) will be notified in writing by the COST Association to the Grant Holder.

18.3. Any exceptions to the terms and conditions set out in this Agreement and its annexes must 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: