



**EUROPEAN COMMISSION**  
Education, Audiovisual and Culture Executive Agency  
Department A: Erasmus +, EU Solidarity Corps  
**A4: International Capacity Building**

**GRANT AGREEMENT FOR AN ACTION WITH MULTIPLE BENEFICIARIES**

**UNDER “ERASMUS+ CAPACITY BUILDING IN THE FIELD OF HIGHER EDUCATION”**

**AGREEMENT NUMBER — 618578-EPP-1-2020-1-BE-EPPKA2-CBHE-JP**

This Agreement (‘the Agreement’) is concluded between the following parties:

on the one part,

The **Education, Audiovisual and Culture Executive Agency** (hereinafter referred to as “the Agency”), acting under powers delegated by the European Commission (hereinafter referred to as “the Commission”) represented for the purposes of signature of this Agreement by Mr Ralf RAHDERS, Head of Unit “Erasmus+ Capacity Building in the field of Higher Education”

and

on the other part,

1. ‘the coordinator’

THE ASSOCIATION OF SCHOOLS OF PUBLIC HEALTH IN THE EUROPEAN REGION,

AVENUE DE TERVUEREN 153,

BE - 1150 BRUSSELS,

VAT NUMBER: ,

represented for the purposes of signature of the Agreement by Robert Otok

and the other beneficiaries listed in Annex IV and duly represented for the signature of the Agreement by the coordinator by virtue of the mandates included in Annex IV.

Unless otherwise specified, references to ‘beneficiary’ and ‘beneficiaries’ include the coordinator.

Whereas the Commission has taken a decision n° C(2013)8550 of 04/12/2013 as amended by decision n° C(2016)5719 of 13/09/2016 and n° C(2014)6158 of 03/09/2014 as amended by decision n° C(2016)5753 of 13/09/2016 authorizing the use of lump sums, reimbursement on the basis of unit costs and flat-rate under the Erasmus+ Programme;

The parties referred to above

HAVE AGREED

to the Special Conditions ('the Special Conditions') and the following Annexes:

- Annex I Description of the action
- Annex II General Conditions ('the General Conditions')
- Annex III Estimated budget of the action
- Annex IV List of beneficiaries (and affiliated entities if applicable) and Mandates provided to the coordinator by the other beneficiaries
- Annex V Model technical report
- Annex VI Model financial statements
- Annex VII Model terms of reference for the certificate on the financial statements
- Annex VIII Model terms of reference for the certificate on the compliance of the cost accounting practices: not applicable
- Annex IX Model terms of reference for the operational verification report: not applicable

which form an integral part of the Agreement.

The provisions in the Special Conditions of the Agreement take precedence over its Annexes.

The provisions in Annex II 'General Conditions' take precedence over the other Annexes.

## SPECIAL CONDITIONS

### ARTICLE I.1 — SUBJECT MATTER OF THE AGREEMENT

The Agency has decided to award a grant under the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Agreement, for the action entitled **Sharing European Educational Experience in Public Health for Israel: harmonization, employability, leadership and outreach**, as described in Annex I.

By signing the Agreement, the beneficiaries accept the grant and agree to implement the action, acting on their own responsibility.

### ARTICLE I.2 — ENTRY INTO FORCE AND IMPLEMENTATION PERIOD OF THE AGREEMENT

**I.2.1** The Agreement enters into force on the date on which the last party signs it.

**I.2.2** The action runs as of **15/01/2021** (“the starting date of the action”) and ends on **14/01/2024**.

### ARTICLE I.3 — MAXIMUM AMOUNT AND FORM OF THE GRANT

**I.3.1** The *maximum amount of the grant* is **EUR 886,907.77**.

**I.3.2** The grant takes the form of:

- (a) the reimbursement of 100% of the eligible costs of the action (‘reimbursement of eligible costs’), which are:
- (i) actually incurred (‘reimbursement of actual costs’) for the following categories of costs: *Equipment costs, Subcontracting costs and Exceptional costs*;
  - (ii) declared on the basis of an amount per unit (‘reimbursement of unit costs’): not applicable;
  - (iii) declared on the basis of a lump sum (‘reimbursement of lump sum costs’): not applicable
  - (iv) declared on the basis of a flat rate of the eligible costs (‘reimbursement of flat-rate costs’): not applicable
  - (v) declared on the basis of an amount per unit/lump sum/flat-rate calculated in accordance with the beneficiary’s usual cost accounting practices (‘reimbursement of costs declared on the basis of the beneficiary’s usual cost accounting practices’): not applicable;
- (b) A unit contribution (‘unit contribution’) to cover the following categories of eligible costs as indicated in Annex III: *Staff Costs, Travel Costs and Costs of Stay*;
- (c) A lump sum contribution: not applicable;



- (d) A flat-rate contribution: not applicable;
- (e) Financing not linked to costs: not applicable.

## **ARTICLE I.4 — REPORTING — REQUESTS FOR PAYMENT AND SUPPORTING DOCUMENTS**

### **I.4.1 Reporting periods**

The action is divided into the following *reporting periods*:

Reporting period 1: from month 1 to month 21

Reporting period 2: from month 22 to month 36.

### **I.4.2 Request for second pre-financing payment and supporting documents**

The coordinator must submit a request for second pre-financing payment within 60 calendar days following the end of the first reporting period.

The request must be accompanied by the following documents:

- (a) a progress report on the implementation of the action ('technical report on progress');
- (b) a statement on the amount of the previous pre-financing instalment used to cover costs of the action ('statement on the use of the previous pre-financing instalment'). The statement must be drawn up in accordance with Annex VI;
- (c) a financial guarantee.

### **I.4.3 Request[s] for interim payment[s] and supporting documents**

Not applicable

### **I.4.4 Request for payment of the balance and supporting documents**

The coordinator must submit a request for payment of the balance within 60 calendar days following the end of the last reporting period.

This request must be accompanied by the following documents:

- (a) a final report on implementation of the action ('final technical report'), drawn up in accordance with Annex V, containing:
  - (i) the information needed to justify the eligible costs declared and the contribution requested on the basis of financing not linked to costs, unit costs and lump sums (where the grant takes the form of the reimbursement of unit or lump sum costs, of financing not linked to costs, or of a unit or lump sum contribution, as provided for in Article I.3.2(a)(ii) and (iii), (b), (c) or (e));
  - (ii) information on subcontracting as referred to in Article II.11.1(d);

- (b) a final financial statement ('final financial statement'). The final financial statement must include a consolidated statement and a breakdown of the amounts claimed by each beneficiary and its affiliated entities.

The final financial statement must be drawn up in accordance with the structure of the estimated budget set out in Annex III and in accordance with Annex VI and detail the amounts for each of the forms of grant set out in Article I.3.2 for the whole implementation period of the action.

- (c) a summary financial statement ('summary financial statement').

This statement must include a consolidated financial statement and a breakdown of the amounts declared or requested by each beneficiary and its affiliated entities, aggregating the financial statements already submitted previously

The summary financial statement must be drawn up in accordance with Annex VI;

- (d) a certificate on the financial statements and underlying accounts ('certificate on the financial statements') for each beneficiary and for each affiliated entity, if the maximum grant amount indicated for that beneficiary and its affiliated entities in the estimated budget as reimbursement of actual costs is more than EUR 60.000.

This certificate must be produced by an approved external auditor or, in case of public bodies, by a competent and independent public officer and drawn up in accordance with Annex VII.

The certificate must certify that the costs declared in the final financial statement by the beneficiary concerned or its affiliated entities for the categories of costs reimbursed in accordance with Article I.3.2(a)(i) are real, accurately recorded and eligible in accordance with the Agreement.

In addition, the certificate must certify that all the revenues generated by the action referred to in Article II.25.3 have been declared for the beneficiaries and the affiliated entities, other than non-profit organisations;

***For grants less than or equal to EUR 60.000** – The request for payment of the balance shall be accompanied by a list of supporting documents as set out in Annex VII and in accordance with the requirements laid down in the call for proposals/applicant's guidelines for each grant for which the total contribution in the form of reimbursement of actual costs as referred to in Article I.3.2(a)(i) is less than or equal to EUR 60.000.*

The coordinator must certify that the information provided in the request for payment of the balance is full, reliable and true.

The coordinator must also certify that the costs incurred can be considered eligible in accordance with the Agreement and that the request for payment is substantiated by adequate supporting documents that can be produced in the context of the checks or audits described in Article II.27.

In addition, the coordinator must certify that all the revenues generated by the action referred to in Article II.25.3 have been declared for each beneficiary [and the affiliated entities, other than non-profit organisations.

#### **I.4.5 Information on cumulative expenditure incurred**

Not applicable

#### **I.4.6 Currency for requests for payment and financial statements and conversion into euro**

Requests for payment and financial statements must be drafted in euros.

Beneficiaries and affiliated entities with general accounts in a currency other than the euro must convert costs incurred in another currency into euros at the average of the daily exchange rates published in the C series of the *Official Journal of the European Union*, determined over the corresponding reporting period (available at <http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>).

If no daily euro exchange rate is published in the *Official Journal of the European Union* for the currency in question, conversion must be made at the average of the monthly accounting rates established by the Commission and published on its website ([http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/inforeuro/inforeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm)), determined over the corresponding reporting period.

Beneficiaries and affiliated entities with general accounts in euros must convert costs incurred in another currency into euros in accordance with their usual accounting practices.

#### **I.4.7 Language of requests for payments, technical reports and financial statements**

All requests for payments, technical reports and financial statements must be submitted in English, French or German; preferably in English, indicating the number of the Agreement and the Project reference number.

### **ARTICLE I.5 — PAYMENTS AND PAYMENT ARRANGEMENTS**

#### **I.5.1 Payments to be made**

The Agency must make the following payments to the coordinator:

- a first pre-financing payment;
- a second pre-financing payment, on the basis of the request for the second pre-financing payment referred to in Article I.4.2;
- one payment of the balance, on the basis of the request for payment of the balance referred to in Article I.4.4.

### **I.5.2 Pre-financing payments**

The aim of the pre-financing is to provide the beneficiaries with a float. The pre-financing remains the property of the European Union ('the Union') until it is cleared against interim payments or, if it is not cleared against interim payments, until the payment of the balance.

The Agency must make a first pre-financing payment of 50% of the maximum amount specified in Article I.3.1 to the coordinator from when the Agency receives the financial guarantee of an amount equal to the pre-financing instalment to be paid, whichever is the latest, except if Article II.24.1 applies.

The Agency must make a second pre-financing payment of 40% of the maximum amount specified in Article I.3.1 to the coordinator within 60 calendar days from when it receives the financial guarantee of an amount equal to the pre-financing instalment to be paid, whichever is the latest, except if Article II.24.1 or II.24.2 apply.

The financial guarantee, if applicable, must fulfil the following conditions:

- (a) it is provided by a bank or an approved financial institution or, if requested by the coordinator and accepted by the Agency, by a third party;
- (b) the guarantor stands as first-call guarantor and does not require the Agency to first have recourse against the principal debtor (i.e. the beneficiary concerned); and
- (c) it explicitly remains in force until the pre-financing is cleared against interim payments or payment of the balance by the Agency. If payment of the balance takes the form of a recovery, the financial guarantee must remain in force until three months after the debit note is notified to a beneficiary. The Agency must release the guarantee within the following month.

If the statement on the use of the previous pre-financing instalment submitted in accordance with Article I.4.2 shows that less than 70 % of the previous pre-financing instalment paid has been used to cover costs of the action, the amount of the new pre-financing to be paid must be reduced by the difference between the 70 % ceiling and the amount used.

### **I.5.3 Interim payment[s]**

Not applicable

### **I.5.4 Payment of the balance**

The payment of the balance reimburses or covers the remaining part of the eligible costs and contributions for the implementation of the action.

If the total amount of earlier payments is greater than the final amount of the grant determined in accordance with Article II.25, the payment of the balance takes the form of a recovery as provided for by Article II.26.

If the total amount of earlier payments is lower than the final amount of the grant determined in accordance with Article II.25, the Agency must pay the balance within 60 calendar days

from when it receives the documents referred to in Article I.4.4, except if Article II.24.1 or II.24.2 apply.

Payment is subject to the approval of the request for payment of the balance and of the accompanying documents. Their approval does not imply recognition of the compliance, authenticity, completeness or correctness of their content.

The Agency determines the amount due as the balance by deducting the total amount of pre-financing and interim payments (if any) already made from the final amount of the grant determined in accordance with Article II.25.

The amount to be paid may, however, be offset, without the beneficiary's consent, against any other amount owed by the beneficiary to the Commission or to an executive agency (under the EU or Euratom budget), up to the maximum contribution indicated for that beneficiary, in the estimated budget in Annex III.

### **I.5.5 Notification of amounts due**

The Agency must send a *formal notification* to the coordinator:

- (a) informing it of the amount due; and
- (b) specifying whether the notification concerns a further pre-financing payment or the payment of the balance.

For the payment of the balance, the Agency must also specify the final amount of the grant determined in accordance with Article II.25.

### **I.5.6 Interest on late payment**

If the Agency does not pay within the time limits for payment, the beneficiaries are entitled to late-payment interest at the rate applied by the European Central Bank for its main refinancing operations in euros ('the reference rate'), plus three and a half points. The reference rate is the rate in force on the first day of the month in which the time limit for payment expires, as published in the C series of the *Official Journal of the European Union*.

Late-payment interest is not due if all beneficiaries are Member States of the Union (including regional and local government authorities and other public bodies acting in the name of and on behalf of the Member State for the purpose of the Agreement).

If the Agency suspends the time limit for payment as provided for in Article II.24.2 or if it suspends an actual payment as provided for in Article II.24.1, these actions may not be considered as cases of late payment.

Late-payment interest covers the period running from the day following the due date for payment, up to and including the date of actual payment as established in Article I.5.8. The Agency does not consider payable interest when determining the final amount of grant within the meaning of Article II.25.

As an exception to the first subparagraph, if the calculated interest is lower than or equal to EUR 200, it must be paid to the coordinator only if the coordinator requests it within two months of receiving late payment.

### **I.5.7 Currency for payments**

The Agency must make payments in euros.

### **I.5.8 Date of payment**

Payments by the Agency are considered to have been carried out on the date when they are debited to its account.

### **I.5.9 Costs of payment transfers**

Costs of the payment transfers are borne as follows:

- (a) the Agency and/or the Commission bears the costs of transfer charged by its bank;
- (b) the beneficiary bears the costs of transfer charged by its bank;
- (c) the party causing a repetition of a transfer bears all costs of repeated transfers.

### **I.5.10 Payments to the coordinator**

The Agency must make payments to the coordinator.

Payments to the coordinator discharge the Agency from its payment obligation.

## **ARTICLE I.6 — BANK ACCOUNT FOR PAYMENTS**

All payments must be made to the coordinator's bank account as indicated below:

Name of bank: ING BELGIQUE

Precise denomination of the account holder: THE ASSOCIATION OF SCHOOLS OF PUBLIC HEALTH IN THE EUROPEAN REGION ASB

Full account number (including bank codes):

IBAN code: BE85363138900606

## **ARTICLE I.7 — DATA CONTROLLER, COMMUNICATION DETAILS OF THE PARTIES**

### **I.7.1 Data controller**

The entity acting as a data controller as provided for in Article II.7 is the Director of the Agency.

### **I.7.2 Communication details of the Agency**

Any communication addressed to the Agency must be sent to the following address:

Education, Audiovisual and Culture Executive Agency  
Mr Ralf Rahders  
Unit A4 - Erasmus+: Higher Education - International Capacity Building  
Office: J-59 06/ 033  
1, Avenue du Bourget  
BE-1049 Brussels

Any communication addressed by e-mail to the Agency shall be sent to the functional mailbox (EACEA-EPLUS-CBHE-PROJECTS@ec.europa.eu) AND to the Project Officer in charge.

### **I.7.3 Communication details of the beneficiaries**

Any communication from the Agency to the beneficiaries must be sent to the following address:

THE ASSOCIATION OF SCHOOLS OF PUBLIC HEALTH IN THE EUROPEAN REGION  
Robert Otok  
Av de Tervueren 153  
E-mail address: robert.otok@gmail.com

BE - 1150 Bruxelles

### **ARTICLE I.8 — ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)**

In accordance with Article II.9.3, whereby the Agency and/or the Union acquires rights to use the results of the action, these results may be exploited using any of the following modes:

- (a) distribution to the public in hard copies, in electronic or digital format, on the internet including social networks as a downloadable or non-downloadable file;
- (b) communication through press information services;
- (c) inclusion in widely accessible databases or indexes, such as via 'open access' or 'open data' portals, or similar repositories, whether freely accessible or accessible only upon subscription;
- (d) edit or re-write in another way the results of the action, including shortening, summarising, modifying the content, correcting technical errors in the content;
- (e) cut, insert meta-data, legends or other graphic, visual, audio or word elements in the results of the action;
- (f) extract a part (e.g. audio or video files) of, divide into parts or compile the results of the action;
- (g) prepare derivative works of the results of the action;
- (h) translate, insert subtitles in, dub the results of the action in all official languages of EU;
- (i) license or sub-license to third parties, including if there are licensed pre-existing rights, any of the rights or modes of exploitation set out in Article II.9.3 of the General Conditions.

The beneficiaries must ensure that the Agency and/or the Union has the rights of use specified in the General Conditions for the whole duration of the industrial or intellectual property right[s] concerned.

#### **ARTICLE I.9 — INELIGIBLE COSTS**

In addition to Article II.19.4 of the General Conditions, the following costs are ineligible:

- equipment such as: furniture, motor vehicles of any kind, equipment for research and development purposes, telephones, mobile phones, alarm systems and anti-theft systems;
- costs of premises (purchase, rent, heating, maintenance, repairs etc.).
- costs linked to the purchase of real estate;
- expenses for activities - and related travel - that are not carried out in the project beneficiaries' country (see Annex IV), unless listed as an eligible activity in the Erasmus+ Programme Guide or explicit prior authorisation has been granted by the Agency;
- depreciation costs (see Art.I.13).

#### **ARTICLE I.10 - ADDITIONAL PROVISIONS ON AWARD OF CONTRACTS AND SUBCONTRACTING**

In addition to the provisions set out in Article II.10 of the General Conditions, where the value of a contract awarded in accordance with those Articles is over EUR 25.000 and less than EUR 144.000, the beneficiaries shall launch a tendering procedure and obtain competitive offers from at least three suppliers and retain the one offering best value for money, observing the principles of transparency and equal treatment of potential contractors and taking care to avoid conflicts of interests. Where the value of a contract awarded in accordance with those Articles exceeds EUR 144.000, national legislation will be applicable.

The beneficiaries may not split the purchase of equipment into smaller contracts below the threshold. The co-ordinator must clearly document the tendering procedure and retain the documentation in particular for audit purposes in accordance with Article II.27 of the General Conditions.

#### **ARTICLE I.11 — OBLIGATION TO CONCLUDE AN INTERNAL COOPERATION AGREEMENT**

The beneficiaries must conclude an internal cooperation agreement including provisions on the management, operation and coordination of the beneficiaries and the implementation of the action.

A signed copy of this partnership agreement will have to be provided by e-mail to the Agency within 6 months of the signature of this Agreement. Where the beneficiaries have failed to submit this partnership agreement, the provisions set out in Article II.17.3.1 of the General Conditions will apply.

The internal arrangements must not contain any provision contrary to this Agreement.

**ARTICLE I.12 — INAPPLICABILITY OF THE NO-PROFIT PRINCIPLE**

As an exception to Article II.25.3, the no-profit principle does not apply.

**ARTICLE I.13 — ELIGIBILITY OF EQUIPMENT COSTS**

As an exception to Article II.19.2 (c) of the General Conditions, and considering the particular nature of the Erasmus+ Programme - Capacity Building in the field of higher education, the total purchase cost of the equipment will be taken into account by the Agency rather than the equipment's depreciation corresponding to the duration of the action and the rate of actual use for the purposes of the action. Depreciation costs shall be considered ineligible.

**ARTICLE I.14 — SPECIAL PROVISIONS ON BUDGET TRANSFERS**

As an exception to the first subparagraph of Article II.22 of the General Conditions, the coordinator may, in agreement with the beneficiaries, when carrying out the action, adjust the estimated budget by transfers between categories of eligible costs, provided that this adjustment of expenditure does not affect the implementation of the action and the transfer between categories does not exceed 10% of the amount of each category of estimated eligible costs for which the transfer is intended, and without exceeding the total eligible costs indicated in Article I.3.

**ARTICLE I.15 – PUBLICITY OBLIGATIONS**

1. For the purpose of Article II.8 of the grant agreement, relating to the publicity and use of the relevant logo, the beneficiaries must follow the instructions available on the following website: [https://eacea.ec.europa.eu/about-eacea/visual-identity\\_en](https://eacea.ec.europa.eu/about-eacea/visual-identity_en)
2. The beneficiaries must inform the public, press and media of the action (internet included), which must, in conformity with Article II.8 mentioned above, visibly indicate “with the support of the Erasmus+ Programme of the European Union” as well as the graphic logos.
3. Where the action, or part of the action, is a publication, the mention and graphic logos must appear on the cover or the first pages following the editor's mention.
4. If the action includes events for the public, signs and posters related to this action must be displayed. This must include the logos mentioned under point 1. Authorisation to use the logos described in point 1 implies no right of exclusive use and is limited to this agreement.

**ARTICLE I.16 — DISSEMINATION AND EXPLOITATION OF RESULTS**

Beneficiaries of grants under the Erasmus+ Programme have the duty to ensure that the work undertaken within the framework of this grant agreement and the results accruing from it receive substantial visibility. The co-ordinator must pay specific attention to the importance of dissemination, exploitation of results of the action and to their visibility at a transnational level. In this respect, the co-ordinator must:

- (a) create and maintain (at least during the project lifetime) a website for the action. The website must be kept up-to-date with at least: a description of the project, the contact details of the co-ordinator, the list of beneficiaries, mention of the European Union's financial support with the relevant logo (see Article I.15), and access to all results, as and when they become available.
- (b) update the project summary in accordance with the instructions provided in Annex IV.
- (c) provide during the project lifetime the Agency and/or the Commission with the information requested in order to promote the Erasmus+ Programme and disseminate the results. This may include answering questionnaires and entering data into databases.
- (d) use Erasmus+ Project Result Platform, on the website <http://ec.europa.eu/programmes/erasmus-plus/projects/> to disseminate project results and deliverables in accordance with the instructions provided therein. The approval of the final report will be subject to the upload of the project results/deliverables on the aforementioned platform by the time of its submission.

#### **ARTICLE I.17 – MEETINGS BETWEEN AGENCY AND BENEFICIARIES**

Representatives of the co-ordinator (and other beneficiaries if required) shall participate in meetings organised by the Agency. There will be up to 2 meetings per year. The expenses for participation will be considered eligible costs.

#### **ARTICLE I.18 – GRANT REDUCTION IN THE CASE OF NON-COMPLIANCE WITH AN OBLIGATION UNDER THE GRANT AGREEMENT AND FOR NON-, POOR, PARTIAL, OR LATE IMPLEMENTATION**

1. For the purpose of poor, partial or late implementation as provided for in Article II.25.4, the assessment of the implementation of the project will be performed by the Agency, which will result in the award of a score comprised between 0% and 100%, where 0% is at the bottom of the rating scale (corresponding to the worst quality of implementation) and 100% is at the top (corresponding to the best quality of implementation).
2. The score awarded will take into account the existence and seriousness of non-, poor, partial or late implementation, and its impact on the achievement of the project. If the score is below 50%, the following reduction rates may be applied on the maximum amount of the grant provided for in the grant agreement:
  - 25% if the project scores at least 40% and below 50%, meaning that some objectives/results set in the application have not been reached, limiting the global result of the project;
  - 35% if the project scores at least 30% and below 40% meaning that several important objectives/results set in the application have not been reached, the global

result of the project has been affected and the project can be considered only partially achieved;

- 55% if the project scores at least 20% and below 30% meaning that the majority of the objectives/results set in the application have not been reached, the global result of the project has been strongly affected and the project cannot be considered achieved;

- 75% if the project scores below 20%, meaning that any objectives/results set in the application have not been reached and any substantial outcomes of the project have not been reached in a satisfactory way.

3. Without prejudice to the right to terminate the grant, the Agency may also apply a 20%-reduction rate on the maximum amount of the grant if an obligation under the Grant Agreement has been breached, in particular in case of non-compliance with the obligation of visibility of Union funding set out in Article II.8 which constitutes a substantial obligation.

#### **ARTICLE I.19 — SETTLEMENT OF DISPUTES WITH NON-EU BENEFICIARIES**

This provision applies where a beneficiary is legally established in a country other than a Member State of the European Union (the ‘non-EU beneficiary’).

As an exception to Article II.18.2, any of the parties (the Agency or the non-EU beneficiary) may bring before the Belgian Courts any dispute between them concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably.

Where one party has brought proceedings before the Belgian Courts, the other party may not bring a claim arising from the interpretation, application or validity of the Agreement in any other court than the Belgian Courts before which the proceedings have already been brought.

#### **ARTICLE I.20 – COOPERATION OBLIGATIONS**

Considering that the Agency cooperates with some bodies for the management of the Erasmus+ Programme, in particular with the EU Delegations and for those countries concerned the National Erasmus+ Offices (NEO), the beneficiaries shall provide these bodies with all the information relevant for the implementation of the tasks entrusted to them and shall grant access to their sites, premises and documents for any question relating to the action.

#### **ARTICLE I.21 – EU RESTRICTIVE MEASURES**

Grant beneficiaries must ensure that there is no detection of subcontractors, natural persons, including participants to workshops and/or trainings and recipients of financial support to third parties, in the lists of EU restrictive measures. The lists of persons, groups, entities subject to the EU restrictive measures are maintained by the Service for Foreign Policy Instrument and published on the following website: [www.sanctionsmap.eu](http://www.sanctionsmap.eu)



**ARTICLE I.22 – ADDITIONAL PROVISIONS ON COMBATING FORMS OF RACISM AND XENOPHOBIA BY MEANS OF CRIMINAL LAW**

The Beneficiary(ies) and the recipients of financial support to third parties shall not engage in activities as defined in Article 1.1 a) to d) and Article 1.3 of the EU Framework Decision 2008/913/JHA of 28 November 2008 on "combating certain forms and expressions of racism and xenophobia by means of criminal law".

This shall be without prejudice to the respect of fundamental rights as enshrined in Article 6 of Treaty on the European Union including the right of freedom of expression and information and the right of freedom of assembly and association as contained and the European Convention for the Protection of Human Rights and Fundamental Freedoms.

SIGNATURES

For the coordinator

Director, Robert Odok  
[function/forename/surname]

[signature]

Done at [place], [date]

For the Agency

[forename/surname]

[signature]

Done at [place], [date]



Brussels, 23/12/2020

The Association of Schools of Public Health  
in the European Region

Reg. Number: 0548.742.658 (BE)  
Website: [www.aspher.org](http://www.aspher.org)

In duplicate in English