

COST - European Cooperation in Science and Technology

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# **COST Action GRANT AGREEMENT**

CGA-ES1106-3

COST Action ES1106
Assessment of EUROpean AGRIculture WATer use and trade under climate change (EURO-AGRIWAT)

#### **Preamble**

This Action Grant Agreement is governed by the COST intergovernmental Framework, its strategies and "COST Implementation Rules" (COST 4112/13) and related documents. COST (European Cooperation in Science and Technology) is financed out of the European Union research budget through Horizon 2020 (H2020). COST mission and objectives for the next seven years are reflected in the Action Plan of the "COST H2020 Framework Partnership Agreement" signed between the COST Association and European Commission and its funds will be released progressively through yearly "Specific Grant Agreements". COST is therefore EU public money and has to be managed following the principles of efficiency and efficacy as well as assure sound, lean and cost-effective management.

The parties to this Action Grant Agreement,

**COST Association**, located at Avenue Louise 149, 1050 Brussels, Belgium, an International Non-profit Association (AISBL) under Belgian law, represented by Dr Monica Dietl, Director of the COST Association, hereinafter called the "CA", as one party,

**AND** 

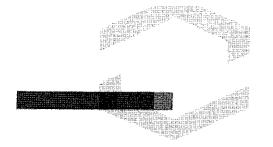
**Slovak Hydrometeorological Institute,** Jeseniova 17. 83315 Bratislava, Slovakia, VAT number: SK2020749852 represented by Dr. Martin Benko, Director General, selected by the Action Management Committee during the 1<sup>st</sup> Management Committee meeting on 18/04/2012, hereinafter called the "**Grant Holder**", as the other party,

HAVE AGREED to the following terms and conditions including those in the annexes, which form an integral part of this Action Grant Agreement (the "Agreement"):

- · Annex A: Work & Budget Plan
- Annex B: COST H2020 Vademecum Part 1: COST Action



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# Article 1 - Subject matter

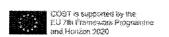
- 1.1 The purpose of this Agreement is to provide a grant to allow the COST Action to pursue its objectives, as described in the Action's Memorandum of Understanding (MoU) and the Work & Budget Plan (Annex A).
- 1.2 The Agreement shall be implemented by the Grant Holder with respect to the provisions of this Agreement and the COST H2020 Vademecum Part 1: COST Action (Annex B). The Grant Holder is solely responsible for providing the necessary financial and administrative support to the COST Action's activities detailed in the Work & Budget Plan (Annex A). This includes but is not limited to the preparation of all Action planned activities, invitations, drafting minutes and reports, executing all relevant payments to the participants according to the applicable COST reimbursement rules as stated in the Annex B. A contribution for Financial, Scientific and Administrative Coordination (FSAC) costs incurred by the Grant Holder in the implementation of this Agreement can be foreseen.
- 1.3 To assist the Grant Holder in the implementation of the Agreement, COST provides an on-line tool, e-COST. The use of e-COST is compulsory.

#### **Article 2 - Duration**

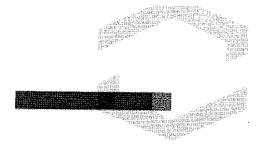
2.1 The implementation of the Agreement begins on 02/06/2014 and ends on 31/05/2015.

#### Article 3 - COST Financial contribution

- 3.1 COST will provide a financial contribution of up to a maximum of EUR 189.000,00 to carry out the Action. The detailed budget for the Action is set out in Annex A.
- 3.2 The Action, via a valid decision of its decision-making body, the Management Committee (MC), may reasonably rearrange the allocation of scientific expenditures. The FSAC (see Article 1.2), shall not exceed the amount referred to in the Work & Budget Plan (Annex A) and, in any case, shall not represent more than 15% of the actual eligible science expenditure incurred by the end of the Agreement.
- 3.3 The grant awarded under this Agreement shall be fully dedicated to the COST Action and not be used for the Grant Holder's and/or its representatives' own activities, or any activities not approved by the Action MC.



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#### **Article 4 - Payment modalities**

4.1 The bank account of the Grant Holder to which all payments will be made is:

Account Holder: Slovak Hydrometeorological Institute

Bank's name: State Treasury

IBAN: SK7981800000007000456843

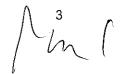
SWIFT: SPSRSKBAXXX

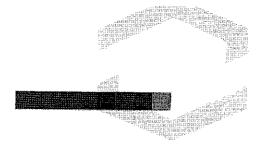
- 4.2 Payments will be made in EUR.
- 4.3 After signature of this Agreement and the submission of the Payment Request Form (PRF), COST will process a first instalment of up to 65% of the amount referred to in Article 3.1, under the terms and conditions set out in this Agreement and in the COST H2020 Vademecum Part 1: COST Action (Annex B).
- 4.4 The Grant Holder is entitled to request a second instalment of up to 35% of the amount in Article 3.1, under the terms and conditions set out in Article 5 and in the COST H2020 Vademecum Part 1: COST Action (Annex B).
- 4.5 In case of termination of the Agreement or of the participation of the Grant Holder, unspent funds at the date of termination will be recovered by the CA.
- 4.6 Eligible and non-eligible costs of the Action are those identified (non-exhaustively) in the COST H2020 Vademecum Part 1: COST Action (Annex B). Any costs linked to any activity carried out outside the period mentioned in Article 2 are not eligible for reimbursement.

Seen that COST grants are EU money, payments made under this Agreement cannot be subject to taxes, in particular value added tax (VAT). In case local tax authorities in the Grant Holder's country have a different analysis, the CA is not responsible for any tax or VAT adjustment applied to the Grant Holder related to the payments made under this Agreement and will not bear the cost of such adjustment.

4.7 The payment of the instalments is subject to the existence of the COST H2020 Specific Grant Agreement(s) and to the availability of funds related to it.













## Article 5 - Deliverables and Reporting requirements

5.1 The Grant Holder must make all liable payments to persons, institutions and other claimants eligible for reimbursement within thirty (30) days of receiving a complete claim.

#### 5.2 Financial reporting

The Grant Holder must provide the CA with the following reports, using e-COST:

- An Intermediate Financial Report (IFR) for activities carried out from the start date as identified in Article 2. Submission (and approval) of the IFR is necessary for the request of the second instalment and must occur at the latest during the eighth month from the aforementioned start date. The report must include an updated forecast of the remaining activities and financial expenses anticipated until the end of the Agreement. Should the Grant Holder be entitled to request a third payment, an additional IFR must be submitted together with the request for the third payment.
- A Yearly Financial Report (YFR) for the period mentioned in Article 2. The YFR must be submitted at the latest sixty (60) days after the end of the Agreement.

Each report must be signed by the person who has the official financial authority to commit the Grant Holder. In the case of the YFR, the report must be signed also by the Chair or Vice-Chair of the Action.

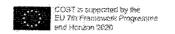
#### 5.3 Management reporting

No later than six (6) weeks before the Annual Progress Conference, the Grant Holder shall provide the MC Chair and COST Scientific Officer, mentioned in Article 8, with a detailed Management Report based on the template provided in the Guidelines for Monitoring Evaluation & Dissemination of Results of COST Actions (COST doc. 4112/11 of 28 March 2011) or subsequent versions of the document.

#### Article 6 - Controls and audits

- 6.1 The Grant Holder is aware that the CA is entitled to perform a continuous monitoring of the nature, justifications and levels of expenditure of the Action. The Grant Holder must maintain e-COST upto-date to enable the CA and auditors to perform a continuous verification of the COST Action.
- 6.2 In line with the EC-COST Association COST H2020 Framework Partnership Agreement and subsequent Specific Grant Agreement(s), the Grant Holder must keep all relevant invoices, receipts, and minutes of Action MC decisions, for further auditing for up to 2 years after the end of the EC-COST Association COST H2020 Framework Partnership Agreement and subsequent Specific Grant Agreement (i.e. up to 30 April 2023).

The European Commission and the European Court of Auditors shall have the same rights for the purpose of checks and audits.



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#### Article 7 - General administrative provisions

#### 7.1 Confidentiality

The Grant Holder agrees not to indirectly or directly disclose or communicate contractual, financial and scientific elements relating to this Agreement that are identified as confidential, without prior agreement from the CA.

This obligation applies for up to 4 years after the end of the period stated in the Article 2.

#### 7.2 Applicable Law and Jurisdiction

This Agreement and all matters arising out of it will in all respects be governed by Belgium Law. The Brussels courts will have jurisdiction to hear any dispute under this Agreement.

#### 7.3 Penalties, Damages and Force Majeure

The Grant Holder is irrevocably and unconditionally responsible for any amount due to the CA. In case the Grant Holder does not fulfil its contractual obligations, the CA reserves the right to halt all payments and to recover the amounts already paid to the Grant Holder.

In addition, the CA may also charge penalties to the Grant Holder in cases of non- or poor performance of its contractual obligations, such as non- or late reporting, or gross negligence and/or disregard of COST reimbursement rules and procedures.

A delay in the reporting or in the reimbursement of unused funds of less than 30 days may result in cutting up to 50% of the FSAC mentioned in Article 3.2.; a delay of more than 30 days may result in a complete cancellation of the FSAC. This becomes effective within 15 days of receiving the written notification from the CA and if no remedial measures are taken or agreed with COST.

The Grant Holder shall bear sole liability vis-à-vis third parties for damages of any kind sustained while carrying out Action's activities.

If the Grant Holder claims a delay due to force majeure (i.e. event or circumstance beyond its reasonable control and occurring without its fault or negligence), the CA 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 force majeure event is not overcome within 6 weeks after notification, and after discussions in good faith between the parties, the CA reserves the right to decide whether the Agreement shall continue to be suspended for a new defined period, transferred to another legal entity or terminated.

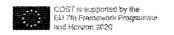
If the carrying out of the Agreement by the Grant Holder is prejudicial to COST interests and image, the CA may ask for damages.

#### 7.4 Data Protection

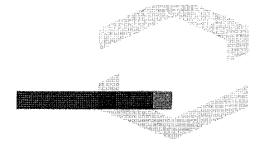
All personal data related to this Agreement and in the COST databases (including e-COST), or used for carrying out the Agreement shall be processed in accordance with the Directive 95/46/EC and amending acts.

#### 7.5 Assignment

The Grant Holder accepts that any claim against the CA may not be assigned to another legal entity, transferred to a third party, or seized or sequestered in any way without prior written consent from the CA.













#### **Article 8 - Communication**

8.1 Any communication or request for amendment must be made in English and in writing to the following addresses:

For COST:

Dr Deniz Karaca COST Office Avenue Louise 149 1050 Brussels, Belgium Tel: +32 2 5333831

Fax: +32 2 5333890

E-mail: deniz.karaca@cost.eu

For the Grant Holder:

Dr Pavol Nejedlik

Jeseniova 17, 83315 Bratislava, Slovakia

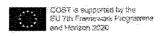
Tel: +421 918806108 Fax: +421 2 54774593

E-mail: pavol.nejedlik@shmu.sk

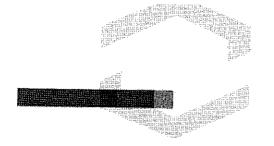
- 8.2 The parties agree to inform the other party without delay and in writing of any changes in the names and addresses identified above.
- 8.3 The Grant Holder shall take appropriate measures to highlight COST and the European Community's financial support in Action activities and mandatorily on any dissemination material relating to the Agreement.

#### **Article 9 – Exceptions and Amendments**

- 9.1 Amendments and other changes to this Agreement shall be valid only if made in writing and signed by an authorised representative of each party.
- 9.2 Any exceptions to this Agreement must be clearly approved by the CA and must be kept confidential.



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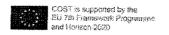


This Agreement will enter into force on the date of signature by the COST Association and the Grant Holder. The start date for implementation is the one identified in Article 2.

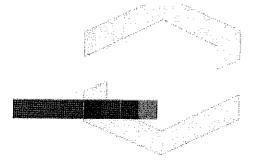
Dr. Martin Benko Director General of the Slovak Hydrometeorological Institute

Dr. Monica Dietl Director COST Association

Signature:	Signature:
Date:	Date:







# WORKPLAN

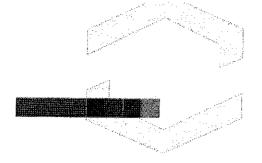
Annex A - Work And Budget plan Action ES1106

Assessment of EUROpean AGRIculture WATer use and trade under climate change (EURO-AGRIWAT) Grant Period from 02/06/2014 to 31/05/2015

## **Summary Budget**

	PENDITURE	189 000 00 EUR
Financial and Scientific Administration and Coordination (MAX. 15%)	13.58 %	22 600.00 EUR
SCIENCE EX	PENDITURE:	166 400.00 EUR
Other Expenses Related to Scientific Activities	1	500.00 EUR
Dissemination	4	6 250.00 EUR
STSMs	15	24 175.00 EUR
Training Schools	1	49 275.00 EUR
Meetings	5	86 200.00 EUR
<b>instrument</b>	Quant.	Budget

Signature :	 
_	
Data :	



#### Indicative Information

### **Details for Meetings**

Meetina 1

Type:

Management Committee Meeting, Working Group

Meeting

Title: Location:

6th MCM / WGM Paola (Malta)

Date:

10/09/2014 - 11/09/2014

Total Participants : Total Reimbursed :

50 45

Travel Costs :

36 000.00 EUR

Local Organiser Support:

2 000.00 EUR

Meeting 2

Type:

Working Group Meeting

Title:

Joint WG1 and WG2 expert meeting

Location :

brno (Czech Republic) 15/10/2014 - 16/10/2014

Total Participants :

9

Total Reimbursed : Travel Costs : 7 4 200.00 EUR

Local Organiser Support :

100.00 EUR

Meeting 3

Type:

Core Group Meeting

Title:

Planing Core Group Meeting

Location:

Florence (Italy)

Date :

05/01/2015 - 06/01/2015

Total Participants :

0

Total Reimbursed :

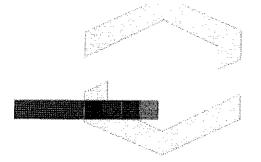
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Travel Costs:

4 200.00 EUR

**Local Organiser Support:** 

100.00 EUR



Meeting 4

Type: Management Committee Meeting, Working Group

Meeting

 Title:
 7 th MCM/ WGM

 Location:
 Zurich (Switzerland)

 Date:
 01/04/2015 - 02/04/2015

Total Participants: 50
Total Reimbursed: 45

**Travel Costs:** 36 000.00 EUR **Local Organiser Support:** 2 000.00 EUR

Meeting 5

Type: Dissemination Meeting

Title: Dissemination Meeting - World Water Congress

Location :Edinburgh (United Kingdom)Date :25/05/2015 - 29/05/2015

Total Participants : Total Reimbursed :

Travel Costs: 1 600.00 EUR Local Organiser Support: Not requested

#### **Details for STSMs**

Number of STSMs: 15

Amount per STSM: 1 611.67 EUR

Total budget for STSMs: 24 175.00 EUR

#### **Details for Training schools**

Training School 1

Title: Water Footprint application for water resources

management in agriculture

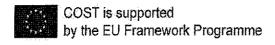
**Location :** Florence (Italy)

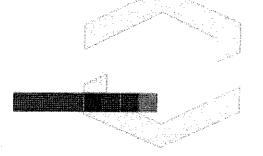
**Date:** 16/06/2014 - 20/06/2014

Nb Trainees: 40
Nb Trainers: 13

Travel Costs Trainees:36 320.00 EURTravel Costs Trainers:9 555.00 EURLocal Organiser Support:3 400.00 EUR

#### **Details for Dissemination**





Title: Publisher or Supplier:

**Expected Release Date:** 

Amount:

Intermediate Report (title to be decided)

tbc

01/09/2014 2 400.00 EUR

Title:

WF applications for water management in

agriculture

Publisher or Supplier: **Expected Release Date:** 

Amount:

**INEA** 

01/09/2014 2 400.00 EUR

Item 3

Title:

Environmental changes and adaptation strategies SHMI

Publisher or Supplier: **Expected Release Date:** 

Amount:

01/09/2014

450.00 EUR

Title:

Publisher or Supplier:

**Expected Release Date:** 

Amount:

Website

tbc

01/09/2014

1 000.00 EUR

# Details for Other Expenditures Related to Scientific Activities

Expense 1

Title:

Amount:

**Bank Charges** 500.00 EUR