



**EUROPEAN COMMISSION**  
**Research Executive Agency (REA)**

**Director**



## **SPECIFIC AGREEMENT**

**NUMBER — 739566 — FunGlass**

This '**Specific Agreement**' is **between** the following parties:

**on the one part,**

the **Research Executive Agency (REA)** ('the Agency'), under the power delegated by the European Commission ('the Commission'),

represented for the purposes of signature of this Specific Agreement by Head of Unit, Research Executive Agency (REA), Industrial Leadership and Societal Challenges Department, Spreading Excellence, Widening Participation, Science with and for Society, Peter VAN DER ZANDT,

**and**

**on the other part,**

1. 'the coordinator':

**TRENČIANSKA UNIVERZITA ALEXANDRA DUBČEKA V TRENČÍNE (TNUAD)**, 3118259, established in STUDENSKA 2, TRENČIN 91150, Slovakia, VAT number SK2021376368, represented for the purposes of signing the Agreement by Vice-rector for research, Dušan GALUSEK

and the following other partners, represented for the purposes of signing the Specific Agreement by the coordinator (see the mandate in Annex 3 FPA and Article 62 FPA):

2. **FRIEDRICH-ALEXANDER-UNIVERSITÄT ERLANGEN NUERNBERG (FAU)**, none, established in SCHLOSSPLATZ 4, ERLANGEN 91054, Germany, VAT number DE132507686,

3. **FRIEDRICH-SCHILLER-UNIVERSITÄT JENA (FSU JENA)**, established in FURSTENGRABEN 1, JENA 07743, Germany, VAT number DE150546536,

4. **AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTÍFICAS (CSIC)**, established in CALLE SERRANO 117, MADRID 28006, Spain, VAT number ESQ2818002D,

5. **UNIVERSITÀ DEGLI STUDI DI PADOVA (UNIPD)**, 331162, established in VIA 8 FEBBRAIO 2, PADOVA 35122, Italy, VAT number IT00742430283,

By entering into the Specific Agreement, the partners accept the grant and agree to implement the specific action, under their own responsibility and in accordance with the Framework Partnership Agreement and this Specific Agreement, with all the obligations and conditions they set out.

The Specific Agreement is composed of:

Terms and Conditions

- |         |   |
|---------|---|
| Annex 1 | Description of the action                             |
| Annex 2 | Estimated budget for the action                       |
|         | 2a Additional information on the estimated budget     |
| Annex 3 | Model for the financial statements                    |
| Annex 4 | Model for the certificate on the financial statements |

## TERMS AND CONDITIONS

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## **CHAPTER 1 GENERAL**

### **ARTICLE 1 — SUBJECT OF THE AGREEMENT**

This Agreement sets out the specific terms and conditions and rights and obligations applicable to the specific grant awarded to the partners for implementing a specific action under the Framework Partnership Agreement No 664439 — FunGLASS ('**Framework Partnership Agreement (FPA)**').

## **CHAPTER 2 ACTION**

### **ARTICLE 2 — ACTION TO BE IMPLEMENTED**

The specific action to be implemented is entitled '**Centre for functional and surface-functionalized glasses — FunGlass**' ('**action**') and is described in Annex 1.

### **ARTICLE 3 — DURATION AND STARTING DATE OF THE ACTION**

The duration of the specific action will be **84 months** as of **1 March 2017** ('**starting date of the action**').

## **CHAPTER 3 SPECIFIC GRANT**

### **ARTICLE 4 — GRANT AMOUNT, FORM OF GRANT, REIMBURSEMENT RATE AND FORMS OF COSTS**

#### **4.1 Maximum grant amount**

The '**maximum grant amount**' for the specific grant is **EUR 15,000,000.00** (fifteen million EURO).

#### **4.2 Form of grant, reimbursement rate and forms of costs**

The grant reimburses **100% of the action's eligible costs** (see Article 5) ('**reimbursement of eligible costs**') (see Annex 2).

The estimated eligible costs of the action are **EUR 15,000,000.00** (fifteen million EURO).

Eligible costs (see Article 5) must be declared under the following forms ('**forms of costs**):

(a) for **direct personnel costs**:

as actually incurred costs ('**actual costs**') or

- on the basis of an amount per unit calculated by the partner in accordance with its usual cost accounting practices ('**unit costs**').

**Personnel costs for SME owners or partners that are natural persons** not receiving a salary (see Points A4 and A5 of Article 5.2) must be declared on the basis of the amount per unit set out in Annex 2a (**unit costs**);

(b) for **direct costs for subcontracting**: as actually incurred costs (**actual costs**);

- (c) for **direct costs of providing financial support to third parties**: not applicable;
- (d) for **other direct costs**: as actually incurred costs (**actual costs**);
- (e) for **indirect costs**: on the basis of a flat-rate applied as set out in Article 5.2, Point E (**'flat-rate costs'**);
- (f) **specific cost category(ies)**: not applicable.

## ARTICLE 5 — ELIGIBLE AND INELIGIBLE COSTS

### 5.1 General conditions for costs to be eligible

'Eligible costs' are costs that meet the following criteria:

(a) for **actual costs**:

- (i) they must be actually incurred by the partner;
- (ii) they must be incurred in the period set out in Article 3, with the exception of costs relating to the submission of the periodic report for the last reporting period and the final report (see Article 16);
- (iii) they must be indicated in the estimated budget set out in Annex 2;
- (iv) they must be incurred in connection with the specific action as described in Annex 1 and necessary for its implementation;
- (v) they must be identifiable and verifiable, in particular recorded in the partner's accounts in accordance with the accounting standards applicable in the country where the partner is established and with the partner's usual cost accounting practices;
- (vi) they must comply with the applicable national law on taxes, labour and social security, and
- (vii) they must be reasonable, justified and must comply with the principle of sound financial management, in particular regarding economy and efficiency;

(b) for **unit costs**:

(i) they must be calculated as follows:

{amounts per unit set out in Annex 2a or calculated by the partner in accordance with its usual cost accounting practices (see Article 5.2, PointA)}

multiplied by

{the number of actual units};

(ii) the number of actual units must comply with the following conditions:

- the units must be actually used or produced in the period set out in Article 3;
- the units must be necessary for implementing the specific action or produced by it, and
- the number of units must be identifiable and verifiable, in particular supported by records and documentation (see Article 24 FPA);

(c) for **flat-rate costs**:

- (i) they must be calculated by applying the flat-rate set out in Annex 2, and
- (ii) the costs (actual costs or unit costs) to which the flat-rate is applied must comply with the conditions for eligibility set out in this Article.

## 5.2 Specific conditions for costs to be eligible

Costs are eligible if they comply with the general conditions (see above) and the specific conditions set out below for each of the following budget categories:

- A. direct personnel costs;
- B. direct costs of subcontracting;
- C. not applicable;
- D. other direct costs;
- E. indirect costs;
- F. not applicable.

'Direct costs' are costs that are directly linked to the action implementation and can therefore be attributed to it directly. They must not include any indirect costs (see Point E below).

'Indirect costs' are costs that are not directly linked to the specific action implementation and therefore cannot be attributed directly to it.

### A. Direct personnel costs

#### Types of eligible personnel costs

A.1 Personnel costs are eligible, if they are related to personnel working for the partner under an employment contract (or equivalent appointing act) and assigned to the action (**'costs for employees (or equivalent)'**). They must be limited to salaries (including during parental leave), social security contributions, taxes and other costs included in the **remuneration**, if they arise from national law or the employment contract (or equivalent appointing act).

Partners that are non-profit legal entities<sup>1</sup> may also declare as personnel costs **additional remuneration** for personnel assigned to the specific action (including payments on the basis of supplementary contracts regardless of their nature), if:

- (a) it is part of the partner's usual remuneration practices and is paid in a consistent manner whenever the same kind of work or expertise is required;
- (b) the criteria used to calculate the supplementary payments are objective and generally applied by the partner, regardless of the source of funding used.

Additional remuneration for personnel assigned to the action is eligible up to the following amount:

<sup>1</sup> For the definition, see Article 2.1 (14) of the Rules for Participation Regulation No 1290/2013: **'non-profit legal entity'** means a legal entity which by its legal form is non-profit-making or which has a legal or statutory obligation not to distribute profits to its shareholders or individual members.



- (a) if the person works full time and exclusively on the action during the full year: up to EUR 8 000;
- (b) if the person works exclusively on the action but not full-time or not for the full year: up to the corresponding pro-rata amount of EUR 8 000, or
- (c) if the person does not work exclusively on the action: up to a pro-rata amount calculated as follows:
  - {{EUR 8 000
  - divided by
  - the number of annual productive hours (see below)},
  - multiplied by
  - the number of hours that the person has worked on the action during the year}.

A.2 The **costs for natural persons working under a direct contract** with the partner other than an employment contract are eligible personnel costs, if:

- (a) the person works under the partner's instructions and, unless otherwise agreed with the partner, on the partner's premises;
- (b) the result of the work carried out belongs to the partner, and
- (c) the costs are not significantly different from those for personnel performing similar tasks under an employment contract with the partner.

A.3 The **costs of personnel seconded by a third party against payment** are eligible personnel costs, if the conditions in Article 9.1 are met.

A.4 **Costs owners** of partners that are small and medium-sized enterprises ('**SME owners**') who are working on the action and who do not receive a salary are eligible personnel costs, if they correspond to the amount per unit set out in Annex 2a multiplied by the number of actual hours worked on the specific action.

A.5 **Costs of 'partners that are natural persons'** not receiving a salary are eligible personnel costs, if they correspond to the amount per unit set out in Annex 2a multiplied by the number of actual hours worked on the action.

### **Calculation**

Personnel costs must be calculated by the partners as follows:

{{hourly rate  
multiplied by  
the number of actual hours worked on the specific action},  
plus  
for non-profit legal entities: additional remuneration to personnel assigned to the action under the conditions set out above (Point A.1)}.

The number of actual hours declared for a person must be identifiable and verifiable (see Article 24 FPA).

The total number of hours declared in EU or Euratom grants, for a person for a year, cannot be higher than the annual productive hours used for the calculations of the hourly rate. Therefore, the maximum number of hours that can be declared for the specific grant are:

{number of annual productive hours for the year (see below)

minus

total number of hours declared by the partner, for that person for that year, for other EU or Euratom grants}.

The '**hourly rate**' is one of the following:

- (a) for personnel costs declared as **actual costs**: the hourly rate is calculated per full financial year as follows:

{actual annual personnel costs (excluding additional remuneration) for the person

divided by

the number of annual productive hours}.

using the personnel costs and the number of productive hours for each full financial year covered by the reporting period concerned. If a financial year is not closed at the end of the reporting period, the partners must use the hourly rate of the last closed financial year available.

For the 'number of annual productive hours', the partners may choose one of the following:

- (i) 'fixed number of hours': 1 720 hours for persons working full time (or corresponding pro-rata for persons not working full time);
- (ii) 'individual annual productive hours': the total number of hours worked by the person in the year for the partner, calculated as follows:

{annual workable hours of the person (according to the employment contract, applicable collective labour agreement or national law)

plus

overtime worked

minus

absences (such as sick leave and special leave)}.

'Annual workable hours' means the period during which the personnel must be working, at the employer's disposal and carrying out his/her activity or duties under the employment contract, applicable collective labour agreement or national working time legislation.

If the contract (or applicable collective labour agreement or national working time legislation) does not allow to determine the annual workable hours, this option cannot be used.

- (iii) 'standard annual productive hours': the 'standard number of annual hours' generally applied by the partner for its personnel in accordance with its usual cost accounting practices. This number must be at least 90% of the 'standard annual workable hours'.

If there is no applicable reference for the standard annual workable hours, this option cannot be used.

For all options, the actual time spent on **parental leave** by a person assigned to the action may be deducted from the number of annual productive hours.

As an alternative, partners may calculate the hourly rate per month, as follows:

{actual monthly personnel cost (excluding additional remuneration) for the person

divided by

{number of annual productive hours / 12}}

using the personnel costs for each month and (one twelfth of) the annual productive hours calculated according to either option (i) or (iii) above, i.e.:

fixed number of hours or

standard annual productive hours.

Time spent on parental leave may not be deducted when calculating the hourly rate per month. However, partners may declare personnel costs incurred in periods of parental leave in proportion to the time the person worked on the action in that financial year.

If parts of a basic remuneration are generated over a period longer than a month, the partners may include only the share which is generated in the month (irrespective of the amount actually paid for that month).

Each partner must use only one option (per full financial year or per month) during each full financial year;

- (b) for personnel costs declared on the basis of **unit costs**: the hourly rate is one of the following:
- (i) for SME owners or partner that are natural persons: the hourly rate set out in Annex 2a (see Points A.4 and A.5 above), or
  - (ii) for personnel costs declared on the basis of the partner's usual cost accounting practices: the hourly rate calculated by the partner in accordance with its usual cost accounting practices, if:
    - the cost accounting practices used are applied in a consistent manner, based on objective criteria, regardless of the source of funding;
    - the hourly rate is calculated using the actual personnel costs recorded in the partner's accounts, excluding any ineligible cost or costs included in other budget categories.
- The actual personnel costs may be adjusted by the partner on the basis of budgeted or estimated elements. Those elements must be relevant for calculating the personnel costs, reasonable and correspond to objective and verifiable information;
- and
- the hourly rate is calculated using the number of annual productive hours (see above).

**B. Direct costs of subcontracting** (including related duties, taxes and charges such as non-deductible value added tax (VAT) paid by the partner) are eligible if the conditions in Article 11.1.1 are met.

**C. Direct costs of providing financial support to third parties**

Not applicable

**D. Other direct costs**

**D.1 Travel costs and related subsistence allowances** (including related duties, taxes and charges such as non-deductible value added tax (VAT) paid by the partner) are eligible if they are in line with the partner's usual practices on travel.

**D.2 The depreciation costs for equipment, infrastructure or other assets** (new or second-hand) as recorded in the partner's accounts are eligible, if they were purchased in accordance with Article 8.1.1 and written off in accordance with international accounting standards and the partner's usual accounting practices.

The **costs of renting or leasing** equipment, infrastructure or other assets (including related duties, taxes and charges such as non-deductible value added tax (VAT) paid by the partner) are also eligible, if they do not exceed the depreciation costs of similar equipment, infrastructure or assets and do not include any financing fees.

The costs of equipment, infrastructure or other assets **contributed in-kind against payment** are eligible, if they do not exceed the depreciation costs of similar equipment, infrastructure or assets, do not include any financing fees and if the conditions in Article 9.1 are met.

The only portion of the costs that will be taken into account is that which corresponds to the duration of the action and rate of actual use for the purposes of the action.

As an exception, the partners must not declare such costs (i.e. costs of renting, leasing, purchasing depreciable equipment, infrastructure and other assets) for providing virtual access to research infrastructure (see Article 14.2).

**D.3 Costs for other goods and services** (including related duties, taxes and charges such as non-deductible value added tax (VAT) paid by the partner) are eligible, if they are:

- (a) purchased specifically for the specific action and in accordance with Article 8.1.1 or
- (b) contributed in kind against payment and in accordance with Article 9.1.

Such goods and services include, for instance, consumables and supplies, dissemination (including open access), protection of results, certificates on the financial statements (if they are required by the Agreement), certificates on the methodology, translations and publications.

**D.4 Capitalised and operating costs of large research infrastructure**<sup>2</sup> directly used for the action are eligible, if:

- (a) the value of the large research infrastructure represents at least 75% of the total fixed assets

<sup>2</sup> **'Large research infrastructure'** means research infrastructure of a total value of at least EUR 20 million, for a partner, calculated as the sum of historical asset values of each individual research infrastructure of that partner, as they appear in its last closed balance sheet before the date of the signature of the Agreement or as determined on the basis of the rental and leasing costs of the research infrastructure.

(at historical value in its last closed balance sheet before the date of the signature of the Agreement or as determined on the basis of the rental and leasing costs of the research infrastructure<sup>3</sup>);

- (b) the partner's methodology for declaring the costs for large research infrastructure has been positively assessed by the Commission ('**ex-ante assessment**');
- (c) the partner declares as direct eligible costs only the portion which corresponds to the duration of the action and the rate of actual use for the purposes of the action, and
- (d) they comply with the conditions as further detailed in the annotations to the H2020 grant agreements.

## **E. Indirect costs**

**Indirect costs** are eligible if they are declared on the basis of the flat-rate of 25% of the eligible direct costs (see Article 4.2 and Points A to D above), from which are excluded:

- (a) costs of subcontracting and
- (b) costs of in-kind contributions provided by third parties which are not used on the partner's premises;
- (c) not applicable;
- (d) not applicable.

Partners receiving an operating grant<sup>4</sup> financed by the EU or Euratom budget cannot declare indirect costs for the period covered by the operating grant.

## **F. Specific cost category(ies)**

Not applicable

### **5.3 Conditions for costs of linked third parties to be eligible**

Not applicable

### **5.4 Conditions for in-kind contributions provided by third parties free of charge to be eligible**

<sup>3</sup> For the definition, see Article 2(6) of Regulation (EU) No 1291/2013 of the European Parliament and of the Council of 11 December 2013 establishing Horizon 2020 - the Framework Programme for Research and Innovation (2014-2020) (OJ L 347, 20.12.2013 p.104)-('Horizon 2020 Framework Programme Regulation No 1291/2013'): '**Research infrastructure**' are facilities, resources and services that are used by the research communities to conduct research and foster innovation in their fields. Where relevant, they may be used beyond research, e.g. for education or public services. They include: major scientific equipment (or sets of instruments); knowledge-based resources such as collections, archives or scientific data; e-infrastructures such as data and computing systems and communication networks; and any other infrastructure of a unique nature essential to achieve excellence in research and innovation. Such infrastructures may be 'single-sited', 'virtual' or 'distributed'.

<sup>4</sup> For the definition, see Article 121(1)(b) of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1505/2002 (OJ L 218, 25.10.2012, p.1) ('**Financial Regulation No 966/2012**): '**operating grant**' means direct financial contribution, by way of donation, from the budget in order to finance the functioning of a body which pursues an aim of general EU interest or has an objective forming part of and supporting an EU policy.

**In-kind contributions provided free of charge** are eligible direct costs (for the partner), if the costs incurred by the third party fulfil — *mutatis mutandis* — the general and specific conditions for eligibility set out in this Article (Article 5.1 and 5.2) and Article 10.1.

## **5.5 Ineligible costs**

**'Ineligible costs'** are:

- (a) costs that do not comply with the conditions set out above (Article 5.1 to 5.4), in particular:
  - (i) costs related to return on capital;
  - (ii) debt and debt service charges;
  - (iii) provisions for future losses or debts;
  - (iv) interest owed;
  - (v) doubtful debts;
  - (vi) currency exchange losses;
  - (vii) bank costs charged by the partner's bank for transfers from the Agency;
  - (viii) excessive or reckless expenditure;
  - (ix) deductible VAT;
  - (x) costs incurred during suspension of the implementation of the action (see Article 55 FPA);
- (b) costs declared under another EU or Euratom grant (including grants awarded by a Member State and financed by the EU or Euratom budget and grants awarded by bodies other than the Agency for the purpose of implementing the EU or Euratom budget); in particular, indirect costs if the partner is already receiving an operating grant financed by the EU or Euratom budget in the same period;
- (c) costs for infrastructure.

## **5.6 Consequences of declaration of ineligible costs**

Declared costs that are ineligible will be rejected (see Article 48 FPA).

This may also lead to any of the other measures described in Section 5 of Chapter 3 of the Framework Partnership Agreement.

# **CHAPTER 4 RIGHTS AND OBLIGATIONS OF THE PARTIES**

## **SECTION 1 RIGHTS AND OBLIGATIONS RELATED TO IMPLEMENTING THE SPECIFIC ACTION**

### **ARTICLE 6 — RESOURCES TO IMPLEMENT THE ACTION — THIRD PARTIES INVOLVED IN THE ACTION**

The partners must have the appropriate resources to implement the specific action.

If it is necessary to implement the specific action, the partners may:

- purchase goods, works and services (see Article 8);
- use in-kind contributions provided by third parties against payment (see Article 9);
- use in-kind contributions provided by third parties free of charge (see Article 10);
- call upon subcontractors to implement action tasks described in Annex 1 (see Article 11);
- call upon linked third parties to implement action tasks described in Annex 1 (see Article 12).

In these cases, the partners retain sole responsibility towards the Agency and the other partners for implementing the specific action.

## **ARTICLE 7 — IMPLEMENTATION OF ACTION TASKS BY PARTNERS NOT RECEIVING EU FUNDING**

Not applicable

## **ARTICLE 8 — PURCHASE OF GOODS, WORKS AND SERVICES**

### **8.1 Rules for purchasing goods, works or services**

8.1.1 If necessary to implement the specific action, the partners may purchase goods, works or services.

The partners must make such purchases ensuring the best value for money or, if appropriate, the lowest price. In doing so, they must avoid any conflict of interests (see Article 41 FPA).

The partners must ensure that the Commission and the Agency, the European Court of Auditors (ECA) and the European Anti-fraud Office (OLAF) can exercise their rights under Articles 28 and 29 FPA also towards their contractors.

8.1.2 Partners that are 'contracting authorities' within the meaning of Directive 2004/18/EC<sup>5</sup> (or 2014/24/EU<sup>6</sup>) or 'contracting entities' within the meaning of Directive 2004/17/EC<sup>7</sup> (or 2014/25/EU<sup>8</sup>) must comply with the applicable national law on public procurement.

### **8.2 Consequences of non-compliance**

<sup>5</sup> Directive 2004/18/EC of the European Parliament and of the Council of 31 March 2004 on the coordination of procedures for the award of public work contracts, public supply contracts and public service contracts (OJ L 134, 30.04.2004, p. 114).

<sup>6</sup> Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ L 94, 28.03.2014, p. 65).

<sup>7</sup> Directive 2004/17/EC of the European Parliament and of the Council of 31 March 2004 coordinating the procurement procedures of entities operating in the water, energy, transport and postal services sectors (OJ L 134, 30.04.2004, p. 1).

<sup>8</sup> Directive 2014/25/EU of the European Parliament and of the Council of 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC (OJ L 94, 28.03.2014, p. 243).

If a partner breaches any of its obligations under Article **8.1.1**, the costs related to the contract concerned will be ineligible (see Article 5) and will be rejected (see Article 48 FPA).

If a partner breaches any of its obligations under Article 8.1.2, the specific grant may be reduced (see Article 49 FPA).

Such breaches may also lead to any of the other measures described in Section 5 of Chapter 3 of the Framework Partnership Agreement.

## **ARTICLE 9 — USE OF IN-KIND CONTRIBUTIONS PROVIDED BY THIRD PARTIES AGAINST PAYMENT**

### **9.1 Rules for the use of in-kind contributions against payment**

If necessary to implement the specific action, the partners may use in-kind contributions provided by third parties against payment.

The partners may declare costs related to the payment of in-kind contributions as eligible (see Article 5), up to the third parties' costs for the seconded persons, contributed equipment, infrastructure or other assets or other contributed goods and services.

The third parties and their contributions must be set out in Annex 1. The Agency may however approve in-kind contributions not set out in Annex 1 without amendment (see Article 61 FPA), if:

- they are specifically justified in the periodic technical report, and
- their use does not entail changes to the Specific Agreement which would call into question the decision awarding the specific grant or breach the principle of equal treatment of applicants.

The partners must ensure that the Commission and the Agency, the European Court of Auditors (ECA) and the European Anti-fraud Office (OLAF) can exercise their rights under Articles 28 and 29 FPA also towards the third parties.

### **9.2 Consequences of non-compliance**

If a partner breaches any of its obligations under this Article, the costs related to the payment of the in-kind contribution will be ineligible (see Article 5) and will be rejected (see Article 48 FPA).

Such breaches may also lead to any of the other measures described in Section 5 of Chapter 3 of the Framework Partnership Agreement.

## **ARTICLE 10 — USE OF IN-KIND CONTRIBUTIONS PROVIDED BY THIRD PARTIES FREE OF CHARGE**

### **10.1 Rules for the use of in-kind contributions free of charge**

If necessary to implement the specific action, the partners may use in-kind contributions provided by third parties free of charge.

The partners may declare costs incurred by the third parties for the seconded persons, contributed equipment, infrastructure or other assets or other contributed goods and services as eligible in accordance with Article 5.



The third parties and their contributions must be set out in Annex 1. The Agency may however approve in-kind contributions not set out in Annex 1 without amendment (see Article 61 FPA), if:

- they are specifically justified in the periodic technical report, and
- their use does not entail changes to the Specific Agreement which would call into question the decision awarding the specific grant or breach the principle of equal treatment of applicants.

The partners must ensure that the Agency, the Commission, the European Court of Auditors (ECA) and the European Anti-fraud Office (OLAF) can exercise their rights Articles 28 and 29 FPA also towards the third parties.

## **10.2 Consequences of non-compliance**

If a partner breaches any of its obligations under this Article, the costs incurred by the third parties related to the in-kind contribution will be ineligible (see Article 5) and will be rejected (see Article 48 FPA).

Such breaches may also lead to any of the other measures described in Section 5 of Chapter 3 of the Framework Partnership Agreement.

## **ARTICLE 11 — IMPLEMENTATION OF ACTION TASKS BY SUBCONTRACTORS**

### **11.1 Rules for subcontracting action tasks**

11.1.1 If necessary to implement the specific action, the partners may award subcontracts covering the implementation of certain action tasks described in Annex 1.

Subcontracting may cover only a limited part of the specific action.

The partners must award the subcontracts ensuring the best value for money or, if appropriate, the lowest price. In doing so, they must avoid any conflict of interests (see Article 41 FPA).

The tasks to be implemented and the estimated cost for each subcontract must be set out in Annex 1 and the total estimated costs of subcontracting per partner must be set out in Annex 2. The Agency may however approve subcontracts not set out in Annex 1 and 2 without amendment (see Article 61 FPA), if:

- they are specifically justified in the periodic technical report, and
- they do not entail changes to the Specific Agreement which would call into question the decision awarding the specific grant or breach the principle of equal treatment of applicants.

The partners must ensure that the Agency, the Commission, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can exercise their rights under Articles 28 and 29 FPA also towards their subcontractors.

11.1.2 The partners must ensure that their obligations under Articles 41, 42, 44 and 52 FPA also apply to the subcontractors.

Partners that are 'contracting authorities' within the meaning of Directive 2004/18/EC (or 2014/24/EU) or as 'contracting entities' within the meaning of Directive 2004/17/EC (or 2014/25/EU) must comply with the applicable national law on public procurement.

### **11.2 Consequences of non-compliance**

If a partner breaches any of its obligations under Article 11.1.1, the costs related to the subcontract concerned will be ineligible (see Article 5) and will be rejected (see Article 48 FPA).

If a partner breaches any of its obligations under Article 11.1.2, the specific grant may be reduced (see Article 49 FPA).

Such breaches may also lead to any of the other measures described in Section 5 of Chapter 3 of the Framework Partnership Agreement.

## **ARTICLE 12 — IMPLEMENTATION OF ACTION TASKS BY LINKED THIRD PARTIES**

### **12.1 Rules for calling upon linked third parties to implement part of the action**

Not applicable

### **12.2 Consequences of non-compliance**

Not applicable

## **ARTICLE 13 — FINANCIAL SUPPORT TO THIRD PARTIES**

### **13.1 Rules for providing financial support to third parties**

Not applicable

### **13.2 Financial support in the form of prizes**

Not applicable

### **13.3 Consequences of non-compliance**

Not applicable

## **ARTICLE 13a — SUPPORT TO OR IMPLEMENTATION OF TRANS-NATIONAL PROJECTS**

Not applicable

## **ARTICLE 14 — PROVISION OF TRANS-NATIONAL OR VIRTUAL ACCESS TO RESEARCH INFRASTRUCTURE**

### **14.1 Rules for providing trans-national access to research infrastructure**

Not applicable

### **14.2 Rules for providing virtual access to research infrastructure**

Not applicable

### **14.3 Consequences of non-compliance**

Not applicable

## **SECTION 2 RIGHTS AND OBLIGATIONS RELATED TO THE GRANT ADMINISTRATION**

### **ARTICLE 15 — SUBMISSION OF DELIVERABLES**

#### **15.1 Obligation to submit deliverables**

The coordinator must submit the '**deliverables**' identified in Annex 1, in accordance with the timing and conditions set out in it.

#### **15.2 Consequences of non-compliance**

If the coordinator breaches any of its obligations under this Article, the Agency may apply any of the measures described in Section 5 of Chapter 3 of the Framework Partnership Agreement.

### **ARTICLE 16 — REPORTING — PAYMENT REQUESTS**

#### **16.1 Obligation to submit reports**

The coordinator must submit to the Agency (see Article 58 FPA) the technical and financial reports set out in this Article. These reports include the requests for payments and must be drawn up using the forms and templates provided in the electronic exchange system (see Article 58 FPA).

#### **16.2 Reporting periods**

The specific action is divided into the following 'reporting periods':

- RP1: from month 1 to month 15
- RP2: from month 16 to month 30
- RP3: from month 31 to month 45
- RP4: from month 46 to month 63
- RP5: from month 64 to month 84

#### **16.3 Periodic reports — Requests for interim payments**

The coordinator must submit a periodic report within 60 days following the end of each reporting period.

The **periodic report** must include the following:

(a) a '**periodic technical report**' containing:

- (i) an **explanation of the work carried out** by the partners;
- (ii) an **overview of the progress** towards the objectives of the specific action, including milestones and deliverables identified in Annex 1.

This report must include explanations justifying the differences between work expected to be carried out in accordance with Annex 1 and that actually carried out.

The report must detail the exploitation and dissemination of the results and — if required in Annex 1 — an updated '**plan for the exploitation and dissemination of the results**'.

The report must indicate the communication activities.

(iii) a **summary** for publication by the Agency;

(iv) the answers to the '**questionnaire**', covering issues related to the action implementation and the economic and societal impact, notably in the context of the Horizon 2020 key performance indicators and the Horizon 2020 monitoring requirements;

(b) a '**periodic financial report**' containing:

(i) an '**individual financial statement**' (see Annex 3) from each partner, for the reporting period concerned.

The individual financial statement must detail the eligible costs (actual costs, unit costs, flat-rate costs; see Article 5) for each budget category (see Annex 2).

The partners must declare all eligible costs, even if — for actual costs, unit costs and flat-rate costs — they exceed the amounts indicated in the estimated budget (see Annex 2). Amounts which are not declared in the individual financial statement will not be taken into account by the Agency.

If an individual financial statement is not submitted for a reporting period, it may be included in the periodic financial report for the next reporting period.

The individual financial statements of the last reporting period must also detail the **receipts of the specific action** (see Article 10 FPA).

Each partner must **certify** that:

- the information provided is full, reliable and true;
- the costs declared are eligible (see Article 5);
- the costs can be substantiated by adequate records and supporting documentation (see Article 24 FPA) that will be produced upon request (see Article 23 FPA) or in the context of checks, reviews, audits and investigations (see Article 28 FPA), and
- for the last reporting period: that all the receipts have been declared (see Article 10 FPA);

(ii) an **explanation of the use of resources** and the information on subcontracting (see Article 11) and in-kind contributions provided by third parties (see Articles 9 and 10) from each partner, for the reporting period concerned;

(iii) not applicable;

(iv) a '**periodic summary financial statement**', created automatically by the electronic exchange system, consolidating the individual financial statements for the reporting period concerned and including — except for the last reporting period — the **request for interim payment**.

#### **16.4 Final report — Request for payment of the balance**

In addition to the periodic report for the last reporting period, the coordinator must submit the final report within 60 days following the end of the last reporting period.

The **final report** must include the following:

- (a) a '**final technical report**' with a **summary** for publication containing:
  - (i) an overview of the results and their exploitation and dissemination;
  - (ii) the conclusions on the specific action, and
  - (iii) the socio-economic impact of the specific action;
- (b) a '**final financial report**' containing:
  - (i) a '**final summary financial statement**', created automatically by the electronic exchange system, consolidating the individual financial statements for all reporting periods and including the **request for payment of the balance** and
  - (ii) a '**certificate on the financial statements**' (drawn up in accordance with Annex 4) for each partner, if it requests a total contribution of EUR 325 000 or more, as reimbursement of actual costs and unit costs calculated on the basis of its usual cost accounting practices (see Article 4.2 and 5.2 Point A).

#### **16.5 Information on cumulative expenditure incurred**

In addition to the reporting requirements set out above (Article 16.1 to 16.3), the coordinator must inform the Agency by 31 December each year of the cumulative expenditure incurred by the partners from the starting date of the specific action.

This information is required for the Commission's accounting purposes and will not be used to calculate the final grant amount.

#### **16.6 Currency for financial statements and conversion into euro**

Financial statements must be drafted in euro.

Partners with accounting established in a currency other than the euro must convert the costs recorded in their accounts into euro, at the average of the daily exchange rates published in the C series of the *Official Journal of the European Union*, calculated over the corresponding reporting period.

If no daily euro exchange rate is published in the *Official Journal of the European Union* for the currency in question, they must be converted at the average of the monthly accounting rates published on the Commission's website calculated over the corresponding reporting period.

Partners with accounting established in euro must convert costs incurred in another currency into euro according to their usual accounting practices.

#### **16.7 Language of reports**

All reports (technical and financial reports, including financial statements) must be submitted in the language of the Specific Agreement.

### **16.8 Consequences of non-compliance**

If the reports submitted do not comply with this Article, the Agency may suspend the payment deadline (see Article 53 FPA) and apply any of the other measures described in Section 5 of Chapter 3 of the Framework Partnership Agreement.

If the coordinator breaches its obligation to submit the reports and if it fails to comply with this obligation within 30 days following a written reminder, the Agency may terminate the Specific Agreement (see Article 56 FPA) or apply any of the other measures described in Section 5 of Chapter 3 of the Framework Partnership Agreement.

## **ARTICLE 17 — PAYMENTS AND PAYMENT ARRANGEMENTS**

### **17.1 Payments to be made**

The following payments will be made to the coordinator:

one **pre-financing payment**;

one or more **interim payments**, on the basis of the request(s) for interim payment (see Article 16), and

one **payment of the balance**, on the basis of the request for payment of the balance (see Article 16).

### **17.2 Pre-financing payment — Amount — Amount retained for the Guarantee Fund**

The aim of the pre-financing is to provide the partners with a float.

It remains the property of the EU until the payment of the balance.

The amount of the pre-financing payment will be EUR **4,800,000.00** (four million eight hundred thousand EURO).

The Agency will — except if Article 54 FPA applies — make the pre-financing payment to the coordinator within 30 days, either from the entry into force of the Specific Agreement (see Article 21) or from 10 days before the starting date of the specific action (see Article 3), whichever is the latest.

An amount of EUR **750,000.00** (seven hundred and fifty thousand EURO), corresponding to 5% of the maximum grant amount (see Article 4.1), is retained by the Agency from the pre-financing payment and transferred into the '**Guarantee Fund**'.

### **17.3 Interim payments — Amount — Calculation**

Interim payments reimburse the eligible costs incurred for the implementation of the specific action during the corresponding reporting periods.

The Agency will pay to the coordinator the amount due as interim payment within 90 days from receiving the periodic report (see Article 16), except if Articles 53 or 54 FPA apply.

Payment is subject to the approval of the periodic report. Its approval does not imply recognition of the compliance, authenticity, completeness or correctness of its content.

The **amount due as interim payment** is calculated by the Agency in the following steps:

Step 1 - Application of the reimbursement rates

Step 2 - Limit to 90% of the maximum grant amount

### **17.3.1 Step 1 — Application of the reimbursement rates**

The reimbursement rate(s) (see Article 4.2) are applied to the eligible costs (actual costs, unit costs, flat-rate costs; see Article 5) declared by the partners (see Article 16) and approved by the Agency (see above) for the concerned reporting period.

### **17.3.2 Step 2 — Limit to 90% of the maximum grant amount**

The total amount of pre-financing and interim payments must not exceed 90% of the maximum grant amount set out in Article 4.1. The maximum amount for the interim payment will be calculated as follows:

{90% of the maximum grant amount (see Article 4.1)}

minus

{pre-financing and previous interim payments}}.

## **17.4 Payment of the balance — Amount — Calculation — Release of the amount retained for the Guarantee Fund**

The payment of the balance reimburses the remaining part of the eligible costs incurred by the partners for the implementation of the specific action.

If the total amount of earlier payments is greater than the final grant amount (see Article 10 FPA), the payment of the balance takes the form of a recovery (see Article 50 FPA).

If the total amount of earlier payments is lower than the final grant amount, the Agency will pay the balance within 90 days from receiving the final report (see Article 16), except if Articles 53 or 54 FPA apply.

Payment is subject to the approval of the final report. Its approval does not imply recognition of the compliance, authenticity, completeness or correctness of its content.

The **amount due as the balance** is calculated by the Agency by deducting the total amount of pre-financing and interim payments (if any) already made, from the final grant amount determined in accordance with Article 10 FPA:

{final grant amount (see Article 10 FPA)}

minus

{pre-financing and interim payments (if any) made}}.

At the payment of the balance, the amount retained for the Guarantee Fund (see above) will be released and:

- if the balance is positive: the amount released will be paid in full to the coordinator together with the amount due as the balance;

- if the balance is negative (payment of the balance taking the form of recovery): it will be deducted from the amount released (see Article 50 FPA). If the resulting amount:

is positive, it will be paid to the coordinator

is negative, it will be recovered.

The amount to be paid may however be offset — without the partners' consent — against any other amount owed by a partner to the Agency, the Commission or another executive agency (under the EU or Euratom budget), up to the maximum EU contribution indicated, for that partner, in the estimated budget (see Annex 2).

### **17.5 Notification of amounts due**

When making payments, the Agency will formally notify to the coordinator the amount due, specifying whether it concerns an interim payment or the payment of the balance.

For the payment of the balance, the notification will also specify the final grant amount.

In the case of reduction of the specific grant or recovery of undue amounts, the notification will be preceded by the contradictory procedure set out in Articles 49 and 50 FPA.

### **17.6 Currency for payments**

The Agency will make all payments in euro.

### **17.7 Payments to the coordinator — Distribution to the partners**

Payments will be made to the coordinator.

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

The coordinator must distribute the payments between the partners without unjustified delay.

Pre-financing may however be distributed only:

- (a) if the minimum number of partners set out in the call for proposals has acceded to the Framework and Specific Agreement (see Article 62 FPA) and
- (b) to partners that have entered into the Specific Agreement (see Article 62 FPA).

### **17.8 Bank account for payments**

All payments will be made to the following bank account:

Name of bank: STATNA POKLADNICA

Address of branch: RADLINSKÉHO 32 BRATISLAVA, Slovakia

Full name of the account holder: BU ESF KP5 TRENČIANSKA UNIVERZITA AD

Full account number (including bank codes):

IBAN code: SK4681800000007000262758

### **17.9 Costs of payment transfers**

The cost of the payment transfers is borne as follows:



- the Agency bears the cost of transfers charged by its bank;
- the partner bears the cost of transfers charged by its bank;
- the party causing a repetition of a transfer bears all costs of the repeated transfer.

### **17.10 Date of payment**

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

### **17.11 Consequences of non-compliance**

17.11.1 If the Agency does not pay within the payment deadlines (see above), the partners are entitled to **late-payment interest** at the rate applied by the European Central Bank (ECB) for its main refinancing operations in euros ('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 payment deadline expires, as published in the C series of the *Official Journal of the European Union*.

If the late-payment interest is lower than or equal to EUR 200, it will be paid to the coordinator only upon request submitted within two months of receiving the late payment.

Late-payment interest is not due if all partners are EU Member States (including regional and local government authorities or other public bodies acting on behalf of a Member State for the purpose of the Framework Partnership Agreement and the Specific Agreement).

Suspension of the payment deadline or payments (see Articles 53 and 54 FPA) will not be considered as late payment.

Late-payment interest covers the period running from the day following the due date for payment (see above), up to and including the date of payment.

Late-payment interest is not considered for the purposes of calculating the final grant amount.

17.11.2 If the coordinator breaches any of its obligations under this Article, the specific grant may be reduced (see Article 49 FPA) and the Specific Agreement or the participation of the coordinator may be terminated (see Article 56 FPA).

Such breaches may also lead to any of the other measures described in Section 5 of Chapter 3 of the Framework Partnership Agreement.

## **SECTION 3 RIGHTS AND OBLIGATIONS RELATED TO PRE-EXISTING RIGHTS (BACKGROUND) AND RESULTS**

### **ARTICLE 18 — ADDITIONAL RIGHTS AND OBLIGATIONS RELATED TO BACKGROUND AND RESULTS**

#### **18.1 Background**

##### **18.1.1 Access rights for other partners, for other specific actions**

Not applicable

### **18.1.2 Access rights for third parties**

Not applicable

## **18.2 Results**

### **18.2.1 Additional exploitation obligations**

Not applicable

### **18.2.2 Additional dissemination obligations**

Not applicable

### **18.2.3 Right of the Agency to object to a transfer of ownership or the licencing of results**

Not applicable

### **18.2.4 Access rights for other partners, for other specific actions**

Not applicable

### **18.2.5 Access rights for EU institutions, bodies, offices or agencies and EU Member States**

The partners must give access to their results — on a royalty-free basis — to EU institutions, bodies, offices or agencies, for developing, implementing or monitoring EU policies or programmes.

Such access rights are limited to non-commercial and non-competitive use.

This does not change the right to use any material, document or information received from the partners for communication and publicising activities (see Article 44 FPA).

### **18.2.6 Access rights for third parties**

Not applicable

## **CHAPTER 5 DIVISION OF PARTNERS' ROLES AND RESPONSIBILITIES — RELATIONSHIP WITH COMPLEMENTARY BENEFICIARIES — RELATIONSHIP WITH PARTICIPANTS OF A JOINT ACTION**

### **ARTICLE 19 — DIVISION OF PARTNERS' ROLES AND RESPONSIBILITIES — RELATIONSHIP WITH COMPLEMENTARY BENEFICIARIES- RELATIONSHIP WITH PARTICIPANTS OF A JOINT ACTION**

#### **19.1 Relationship with complementary beneficiaries — Collaboration agreement**

Not applicable

#### **19.2 Relationship with partners of a joint action — Coordination agreement**

Not applicable

**CHAPTER 6 REJECTION OF COSTS — REDUCTION OF THE GRANT — RECOVERY**  
**— SANCTIONS — DAMAGES — SUSPENSION — TERMINATION —**  
**FORCE MAJEURE**

**ARTICLE 20 — ADDITIONAL GROUNDS FOR TERMINATION**

Not applicable

**CHAPTER 7 FINAL PROVISIONS**

**ARTICLE 21 — ENTRY INTO FORCE OF THE SPECIFIC AGREEMENT**

The Specific Agreement will enter into force on the day of signature by the Agency or the coordinator, depending on which is later.

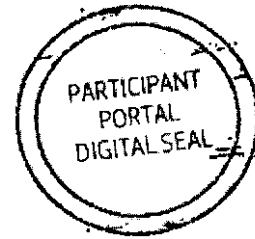
**SIGNATURES**

For the coordinator

For the Agency

Dušan GALUSEK with ECAS id ngalusdu signed in the Participant Portal on 18/01/2017 at 17:41:50 (transaction id Sigld-45352-IQvZqfc9oGdDbBB8mgYZyJx1MfsgYeQH86qirHAIWhOjIYRtnJ0snQ0I8Ncur3vNfX0NB0WPiI90XdPpe58HUm-Jj71zxYb8yrYyObk2IbOXC-

Signed by Peter VAN DER ZANDT with ECAS id zandtpe as an authorised representative on 13-02-2017 12:42:13 (transaction id Sigld-4843-p8vrRkyBFpZFJb14hgS9Lf4Pa7mzIIoivL6DOnlOqPTYsJXMNoZnqGF4StrZOSStOdyjpdzUldsn9clXGATX5-Jj71zxYb8yr1nrZGoItOzj-



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### ***SPECIFIC AGREEMENT DATA SHEET***

*Specific Agreement No:* 739566

Acronym: FunGlass

Title: Centre for functional and surface-functionalized glasses

Call/Topic: Teaming Phase 2

Type of action: Specific Grant agreement and Coordination and Support Action

Granted by: Research Executive Agency

Consortium agreement required: Yes

Collaboration agreement required: No

Coordination agreement required: No

Duration (in months): 84

Starting Date: 1 March 2017

Justification: Default recommended start date.

End date: 29 February 2024

Reimbursement rate: 100% of the action's eligible costs of the action's total costs

Total costs (including non-EU funded)	Totalcosts	Maximum grant amount	Forms of costs
15,000,000.00	15,000,000.00	15,000,000.00	actual, flat rate, unit

Pre-financing and guarantees:

<b>Prefinancing amount</b>	<b>Guarantee fund Amount</b>
4,800,000.00	750,000.00

Bank account (IBAN, BIC) for payments: SK4681800000007000262758

Reporting periods:

No	Month From	Month To
1	1	15
2	16	30
3	31	45
4	46	63
5	64	84

Obligation to keep records (in years): 5

Right to carry out reviews (up to number of years): 2

Right to carry out audits (up to number of years): 2

Extension of audit findings from other grants to this grant (no later than number of years): 2

Evaluation of the impact of the action (up to number of years): 5

List of beneficiaries and linked third parties:

Beneficiary/linked third party	Role	PIC	Full official name	Country	Total costs (including non-EU funded)	Max. reimb. rate	Max Grant Amount
1 -TNUAD	CO	967384396	TRENČIANSKA UNIVERZITA ALEXANDRA DUBČEKA V TRENČÍNE	SK	12,617,375.00	100.00%	12,617,375.00
2-FAU	BEN	999995408	FRIEDRICH-ALEXANDER-UNIVERSITAET ERLANGEN NUERNBERG	DE	713,500.00	100.00%	713,500.00

<b>Beneficiary/linked third party</b>	<b>Role</b>	<b>PIC</b>	<b>Full official name</b>	<b>Country</b>	<b>"total costs (including non-EU funded)</b>	<b>Max. reimh. rate</b>	<b>Max Grant Amount</b>
3 - FSU JENA	BEN	999868726	FRIEDRICH-SCHILLER-UNIVERSITAT JENA	DE	568,875.00	100.00%	568,875.00
4 - CSIC	BEN	999991722	AGENCIA ESTATAL CONSEJO SUPERIOR DEINVESTIGACIONES CIENTIFICAS	ES	659,875.00	100.00%	659,875.00
5 - UNIPD	BEN	999995602	UNIVERSITA DEGLI STUDI DI PADOVA	IT	440,375.00	100.00%	440,375.00

*SGA options:*

Article 5.2.D.2 - Equipment costs - depreciation

Article 5.2.D.4 - Large research infrastructure (LRI) costs

Article 5.5(c) - Explicitly excluded costs

Article 16.5 - Information on cumulative expenditure incurred

Article 18.2.5 - Access rights to results for EU - EU grants



European  
Commission

## The Horizon 2020 Spreading Excellence and Widening Participation programme celebrates new excellent research partnerships across |Eúrópe.

Following evaluation by an international panel of independent experts the European Commission awards €15 million to

# FunGLASS

2016 Teaming Phase 2 project

coordinated by Alexander Dubček University of Trenčín in partnership with

University of Erlangen Nurnberg (DE)

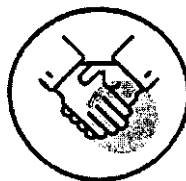
University of Jena (DE)

Institute of Ceramic and Glass Madrid (ES)

University of Padova (IT)

to develop a Centre of Excellence in Slovakia.

Congratulations on this outstanding initiative and your contribution to bridging the Research & Innovation divide in Europe.



**Robert-Jan Smits,**  
Director General for Research  
—artáInnovation "

**Dušan Jjatusek,**  
On behalf of the project

Research and  
Innovation