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**MANAGEMENT-IMPLEMENTATION GUIDE FOR PROJECTS  
OF THE 4TH CALL UNDER THE ACTION "SCIENCE AND SOCIETY"  
EMBLEMATIC ACTION**

**"Interventions to address the economic and social effects of the COVID-19 pandemic"**

Version 1.0

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## GENERAL

This **Management & Implementation Guide** (hereinafter “MIG”) sets out the terms and conditions regarding the procedure for auditing and certifying the expenses as well as awarding funding for research projects of high scientific quality and excellence (hereinafter “project”/“projects”), which were evaluated positively and ranked in the list of research projects to be funded under the Emblematic Action “**Interventions to address the economic and social effects of the COVID-19 pandemic**”, which is part of the broader Action “**Science and Society**” (Ref. No. 24764/05.05.2020, as in force, hereinafter the “Call”). ultimately aiming to address the economic and social effects of the COVID-19 pandemic and to develop economically viable technologies that will help address these problems. In particular, the Action concerns the development and/or applications of technology/know-how related to responding to the COVID-19 pandemic and/or its effects (prevention, diagnosis, treatment, addressing social and economic effects, etc.).

The Action is implemented in line with the following institutional framework:

- Law 4429/2016 on the “Hellenic Foundation for Research and Innovation and other provisions” (GG 199/A), as amended and in force, and especially Articles 2, 4(3), 5(3-9) and 9(7) therein,
- Decision No. 2195245/15.11.2018 issued by the Alternate Minister of Education, Research and Religious Affairs on the “Internal Rules of Operation of the Hellenic Foundation for Research and Innovation (H.F.R.I.)” (GG 5252/B), as in force,
- Law 4485/2017 on the “Organization and operation of higher education, regulations on research and other provisions” (GG 114/A), as in force,
- Law 4310/2014 (GG 258/A) on “Research, Technological Development and Innovation as well as other provisions”, as in force,
- Law 3187/2003 on “Higher Military Educational Institutions (ASEI)” (GG 233/A), as in force,
- The Agreement dated 15th July 2016 between the Hellenic Republic and the European Investment Bank,
- Decision No. 133182/20.12.2019 issued by the Deputy Minister of Development and Investments on the “Annual planning of actions and resource allocation of the Hellenic Foundation for Research and Innovation (H.F.R.I.) for 2020” (GG 4885/B),
- Decision No. 35627/24.3.2021 issued by the Deputy Minister of Development and Investments on the establishment of H.F.R.I.’s Scientific Council (Issue for Specially Positioned Employees and Administrative Bodies of Public or Broader Public Sector Entities No. 246),
- Decision No. 35869/15.04.2021 adopted by the H.F.R.I.’s SC at its 102nd Meeting on the election of Professor Xenia Chrysochoou as Chair of H.F.R.I.’s SC (IUN: E4ZI46M77Γ-273),
- Decision No. 35870/15.04.2021 adopted by the H.F.R.I.’s SC at its 102nd Meeting on the assignment of duties of the H.F.R.I.’s Director to the SC’s Chair, Professor Xenia Chrysochoou (IUN EKΨ246M77Γ-6Υ2),
- Decision No. 24630/27.04.2020 adopted by the H.F.R.I.’s SC at its 77th Meeting on issuing a Call for a new Action “Science and Society”, entitled “Interventions to address the economic and social effects of the COVID-19 pandemic”,

- The 4th Call for Action "Science and Society"-Emblematic Action-"Interventions to address the economic and social effects of the COVID-19 pandemic" with Ref. No. 24764/05.05.2020, as in force (IUN: P5ΩT46M77Γ-5B9).

## 1. CONTACTING H.F.R.I.

The H.F.R.I. Department of Research Projects establishes a contact point for each research project, through which the PI and the Host Institution - Project Coordinator (HI-PC) are to communicate with the Foundation.

Any communication (by phone, digital or printed) regarding the application of the MIG shall be carried out exclusively between the designated H.F.R.I. contact point and the PI and/or the HI-PC of the research project.

All correspondence documents (digital and printed) should feature the project identification number (H.F.R.I.) and title, and should be sent exclusively to the designated H.F.R.I. contact point.

A document shall be considered as having been received on the date it obtains a reference number from H.F.R.I.

All documents are submitted exclusively in electronic form to the H.F.R.I.'s Information System (hereinafter IS).

## 2. ISSUING THE FUNDING AWARD DECISION

Following the evaluation of proposals, the H.F.R.I. Director issues the funding decision with the list of projects to be funded, in line with the available budget.

Once the list of projects to be funded is published, beneficiary PIs receive a letter of approval, whereby they are invited to submit the necessary supporting documents for issuing the Funding Award Decision to H.F.R.I.

A necessary condition for the Funding Award Decision to be issued and the project to be funded, is that the research project, which is to be funded, should not have received and is not currently receiving funding by any means from any other institution for its scope, in full or in part.

The Project Technical Bulletin (PTB) shall be attached to the Funding Award Decision. The PTB includes the proposal information, as it has been formulated following its evaluation by the competent Evaluation committee, including the updated project budget (see below par. 2.1, point 4).

**The HI-PC is obliged to complete the process of including the project in its budget within thirty (30) calendar days** from the communication of the Funding Award Decision.

The project duration is mentioned in the Funding Award Decision. The project start date is the same for all participating Institutions. It shall be determined by the HI-PC upon the project's inclusion in the HI's budget and may not extend beyond 30 calendar days from the inclusion date.

The Beneficiaries-Participating Institutions are obliged to include the project in their budget in order to receive the respective advance funding, according to the Collaboration Agreement (Annex IV).

## 2.1 Supporting documents and information for issuing the Funding Award Decision

After issuing the list of projects to be funded, beneficiary PIs receive a letter of approval, also communicated to the HI-PC, whereby they are invited to submit the following necessary supporting documents to H.F.R.I.'s I.S., **within the deadline that shall be defined in the above-mentioned letter**, for the Funding Award Decision to be issued:

1. A Project acceptance certificate by the HI-PC, signed by their legal representative.
2. A Collaboration Agreement between the beneficiaries concerning the joint project implementation and the collaboration terms (Annex IV) - if applicable.

*The Collaboration Agreement is drafted between the participating institutions in order to settle issues that are likely to arise during the implementation of the project. The Collaboration Agreement supplements the Funding Award Decision and under no circumstances can it cancel or amend the Funding Award Decision. The Collaboration Agreement is submitted together with the other supporting documents, which are necessary for the Funding Award Decision to be issued.*

*A Collaboration Agreement may indicatively settle issues concerning the organisation of work between the Institutions-Beneficiaries and the Management of the Project, as well as define the rights and the technical and financial obligations of the participating Institutions.*

*A Collaboration Agreement Template is included in annex IV of the MIG. It should be pointed out that the Template is only provided as an example and may be amended in line with the Project needs. The Collaboration Agreement is signed by the Legal Representatives of the participating Institutions-Beneficiaries.*

*The H.F.R.I. shall not be involved in the conclusion of this Agreement.*

3. A solemn declaration of Law 1599/1986 signed by the HI-PC's legal representative, whereby it is declared that:
  - All listed information regarding the research project numbered "..." and entitled "....." is true and accurate.
  - The research project numbered "....." and entitled "....." which is to be funded, has not been funded, nor will it be funded by another source for its scope, in full or in part.
  - They accept that messages received from the H.F.R.I. via email in the email address(es) to be specified are considered notices and mark the initiation of all legal consequences and deadlines, for both the HI-PC, the PI and the Participating Institutions-Beneficiaries.
4. Information submission regarding the approved project (work packages, deliverables, milestones) and updated budget in related I.S. fields.

Following the submission and review of all aforementioned documents, the Funding Award Decision is issued by the H.F.R.I. Director, an integral part of which is the Project Technical Bulletin (PTB) featuring project details, as they have been formulated after the proposal evaluation by the competent Thematic Evaluation Committee, including the updated project budget (see above par. 2.1, point 3).

### **3. FUNDING REIMBURSEMENT – REQUIRED DOCUMENTS**

#### **3.1 General**

Funding for each approved project may reach, to a maximum, the amount noted in the Funding Award Decision.

The funding amount is paid in stages (instalments) during the implementation of the project. Each instalment corresponds to a specific percentage of the total budget approved for the project. The final instalment (payment of the balance) is deposited after the conclusion and the final receipt of the project. Its amount depends on the total project costs that were finally certified and on the instalments already deposited.

Each instalment is deposited by the H.F.R.I. to the HI-PC's bank account. The latter is responsible for paying the respective budget percentage corresponding to the Participating Institutions-Beneficiaries, according to the provisions of the Collaboration Agreement.

#### **3.2 Funding Reimbursement**

##### ***3.2.1 Advance payment***

Once the Funding Award Decision has been issued and supporting documents defined in Annex I have been submitted, an advance payment amounting to 60% of the approved project budget is done. The advance payment is offset by the interim payment or/ and the final balance payment of the project, in case there is no interim payment.

##### ***3.2.2 Interim payment***

The interim payment amounts to 20% of the total approved project budget and is remunerated to the HI-PC following the PI's request, provided that costs have been certified to a percentage of at least fifty per cent (50%) of the total approved project budget, after the physical and financial scope of the project has been audited by the competent H.F.R.I. agent in line with the provisions of paragraph 4 herein.

##### ***3.2.3 Final balance payment***

The final instalment (final balance payment) is paid to the HI-PC following an audit – verification of the completion of the project as to its physical and financial scope, its final receipt and the issuance of a Project Completion Certificate. In this stage, the final cost of the project eligible for funding is finalized, in combination with examining whether the Funding Award Decision requirements have been met or not.

### **4. IMPLEMENTATION PROCESS - PROJECT MONITORING**

H.F.R.I. is responsible for monitoring the implementation of projects under this Action regarding their approved physical and financial scope, in line with the terms set out in detail in the following Paragraphs.

More specifically, the H.F.R.I. monitors the evolution of the projects, as well as their financial progress and target achievement, through deliverables and milestones for each project, taking the necessary measures to ensure an uninterrupted cash flow towards the projects, while taking also corrective measures if deemed necessary.

Project audit – verification includes both its physical and financial scope and may be carried out with the assistance of specialised experts.

The H.F.R.I. reserves the right, whenever deemed necessary, to audit the course of project implementation in terms of its physical and financial scope, with onsite inspections at the venue where the project is being implemented and at the head offices of the beneficiaries or/and by conducting an administrative verification of information submitted by the beneficiaries. In any case, the PI, HI-PC and the Participating Institutions - Beneficiaries shall be notified in time by the H.F.R.I. regarding the time and place that the H.F.R.I. has found most suitable for conducting the audit.

The PI and HI-PC are fully liable towards the H.F.R.I. for implementing the project and securing its progress, appropriately adhering to time schedules, other terms and restrictions, as well as completing the physical and financial scope, based on the evaluated proposal and the Funding Award Decision.

#### **4.1 Project Reports regarding Progress and Completion**

For each project it is mandatory to submit an Interim Progress Report to the H.F.R.I. (in the middle of its duration), in case no audit - verification for an interim payment has been conducted until then, as well as a Final Progress Report (upon completion of the project). Project progress reports are submitted to the H.F.R.I.'s I.S. within an exclusive deadline of thirty (30) calendar days from the completion of the audit period and shall include:

1. Reference to the physical scope of the project that has been implemented within the reporting period (including any project dissemination and publicity activities).
2. Deliverables completed within the reporting period.
3. Milestones accomplished within the reporting period.
4. Report in regard to the project's financial scope, as implemented within the reporting period.
5. Cost receipt copies for the corresponding period.
6. A detailed description and documentation of any amendments and other changes in the physical and financial scope.

The Final Progress Report of the project should mention the following:

1. A report regarding the total implemented physical scope of the project (project dissemination and publicity activities included).
2. The total of deliverables.
3. The total of accomplished milestones.
4. A report with regard to the project's total financial scope that has been implemented, with the submission of necessary information and evidence of expenditure, so as to certify the eligibility of project costs.
5. An extended abstract of the Final Report (in Greek and English) to be uploaded/published on the H.F.R.I.'s website or wherever deemed necessary by the H.F.R.I. This abstract should also



include, among others, the objectives and conclusions that arose during implementation of the project.

6. A detailed description and documentation of any amendments and other changes in the physical and financial scope.

If due to specific scientific, research or academic reasons the project cannot lead to the results outlined in the PTB, a documented scientific report shall be drawn up by the PI and be submitted to the H.F.R.I.'s I.S., as well as communicated to the HI-PC. The H.F.R.I. shall evaluate the research effort in whole as well as the interim deliverables, proceeding with the review of costs already incurred and their approval/certification or not.

The certification of the physical and financial scope of the project shall be carried out based on information included in the Final Report, where it will be decided whether or not a final balance payment is to be made, as well as its exact amount or, should reason occur, the recovery of any unduly paid funding.

#### **4.2 Audit - Verification Process**

Project verifications (audits) in this action are divided into administrative and on-site. An administrative verification is carried out remotely, based on the information and receipts submitted to the H.F.R.I.'s I.S. by the PI and the HI\_PC of the project, while an on-site verification is conducted by the verifying agent at the venue of the project's implementation.

In order for the PI, the HI-PC or the Participating Institutions - Beneficiaries to be prepared accordingly for the on-site verification, the H.F.R.I. sends a notice listing the exact time and date thirty (30) calendar days prior to the scheduled verification. The notice includes the estimated duration and method, as well as any information or personnel that should be available to the verifying agent. On their part, the beneficiary must facilitate the verifying agent and follow their instructions, also observing any deadline for sending additional information on pending matters identified. A key condition for the unhindered conduct of the verification is that all competent officers of the beneficiary shall be present during the on-site verification.

Shortcomings that may have been identified during a verification may be covered within a deadline of fifteen (15) calendar days from the date the beneficiary was notified (by mail or email).

After the verification is carried out and any identified shortcomings are covered or there is a failure doing so within these 15 days, the verification is concluded with the preparation of a pertinent report. The verification report includes the items to be verified (control points), relevant findings and any recommendations or corrections. If the on-site verification is carried out via sampling, the H.F.R.I. shall record the pertinent sample-selection methodology. Once the verification report is finalized, the beneficiary is informed about the results in writing, so as to file any objections if found in disagreement, or receive scheduled funding, in case the verification does not ascertain any irregularities or the beneficiary accepts the verification report findings.

### **4.3 Approval of verification results - PI/HI-PC Objections**

Upon conclusion of the verification process (on-site or administrative) and in order for funding to be reimbursed to beneficiaries, the verifying agent shall draft the (Interim or Final) Verification Report, entering it to the I.S. The report is communicated to the PI as well as the HI-PC and registered in the I.S.

The beneficiary is notified of the verification results in writing, so as:

- i. to submit any objections, should they disagree with its findings, or
- ii. to receive the remaining funding, provided that the verification has not identified any irregularities or the beneficiary accepts the verification report findings.

Once the results of the cost audit – verification report are communicated, the PI is entitled to submit documented objections to the H.F.R.I. The time frame in which this right may be exercised, the time frame in which the permissive or dismissive decision must be issued, as well as any pertaining procedures are specified in H.F.R.I.'s Internal Rules of Operation, as posted on H.F.R.I.'s website. Should the deadline for lodging objections expire with failure to do so, it is considered that the verification results have been accepted by the beneficiary.

The H.F.R.I. is responsible for sending the objection review results to the PI and the HI-PC.

Following objection review or deadline expiration without lodged objections, the report is finalized. In case where the final report does not recommend any financial correction and recovery, it is approved by the H.F.R.I. Director, entered into the I.S. and communicated to the beneficiary. In case where the verification report contains a recommendation for corrective actions, it is approved by the H.F.R.I. Director, the corrections log along with the financially corrected amount are entered into the I.S., and the project funding amount that may have already been entered is reduced accordingly. The final verification report and the decision of revocation and recovery (see below par. 9) are communicated to the beneficiary.

The audit/verification request, the approved verification report, as well as any filed objections and all relevant documents are then kept in the project file within H.F.R.I.'s I.S.

### **4.4 Exceptional Progress Check**

An Exceptional Progress Check is performed when the H.F.R.I. estimates that the progress required in implementing the physical and/or financial scope of a project has not been achieved, or the Funding Award Decision terms and conditions and the legislation in force are not being respected.

The Exceptional Progress Check is conducted as per case by one or more experts or a Committee, appointed by decision of the H.F.R.I. Director. The Exceptional Progress Check report assesses the implementation progress and the possibility of successful project completion.

As for the remaining matters, the process referred to in Paragraphs 4.2 and 4.3 above shall apply.

## **5. FINANCIAL MANAGEMENT OF PROJECTS**

Cost eligibility begins on the project start date and it is terminated at the end of its duration, as specified in the Funding Award Decision.

Cost eligibility is assessed according to the applicable legislative and regulatory provisions, as in force.

### 5.1 Eligible costs

Eligible costs are project costs that have actually been paid by the HI-PC and the Participating Institutions - Beneficiaries and fulfil all the following criteria:

1. They are incurred within the approved project eligibility period, as specified in the Funding Award Decision and are included in the total project budget, thus being in compliance with the MIG.
2. They pertain to the physical scope of the Funding Award Decision and are linked to project deliverables and milestones.
3. They are proportionate and necessary for the implementation of the project and are incurred based on the principles of economy, effectiveness, efficiency and sound management.
4. They are recognizable and verifiable, especially as they are recorded in the HI-PC's accounts, in line with the accounting standards in force and the accounting principles generally accepted in the country.
5. They comply with the applicable fiscal and social insurance legislation requirements.
6. Cost receipts have been accounted for until the project end date and paid up to thirty (30) calendar days after. The employment cost receipts of the certified public accountants which are eligible up to three (3) months from the end of each project are an exception to this.

The following cost evidence must be submitted to the I.S. for **auditing-verifying project costs**, as per beneficiary and cost category (Annex III):

1. Invoices or accounting documents of equal substantiating value, in accordance with the national legislation in force.
2. Proof of payment (attached to each submitted invoice).
3. Accounting receipt entries, in the form of a detailed subledger of the separate project account (signed by the accountant in charge and bearing the stamp of the institution).
4. A Solemn declaration by the beneficiary, duly signed, where it is mentioned that:

*"Submitted documents are true copies of the original receipts. The original receipts are always available to the H.F.R.I. The receipts do not correspond to costs funded by another program. Project costs are monitored through a separate account and the undersigned is aware that any costs not recorded in said account shall be found non-eligible".*

In case the beneficiary uses the services of a Certified Public Accountant, their certificate is also attached.

### 5.2 Eligible cost categories

Eligible costs for all projects are:

- Staff remuneration
- Consumables
- Mobility costs
- Dissemination costs
- Costs for the use of or access to equipment, infrastructure or other resources
- Costs for equipment procurement
- Other Costs
- Indirect Costs

To be eligible, each cost must fall within the provisions of this section and be included in the Funding Award Decision, as in force.

### ***5.2.1 Staff remuneration***

This category includes salary costs for the PI and Research Team (RT) members. More specifically, the following applies:

#### ***5.2.1a Principal Investigator's (PI) remuneration***

The PI's salary may not exceed the sum of € 800.00 per month and is subject to the maximum limit of earnings and additional fees provisioned in Article 2 of Law 3833/2010 combined with the provisions of Laws 4354/2015 (articles 13 and 28) and 4472/2017 (articles 130-135 and 156).

#### ***5.2.1b RT members' remuneration***

Faculty Members and Researchers may only participate in the RT as non-remunerated members.

Research Team members of the project entitled to remuneration may be Post-Doctoral Researchers (PRs), PhD Candidates, Postgraduate Students, as well as specialised scientific and technical staff.

PRs employed in the Research Team shall contract with the HI-PC or the Participating Institutions - Beneficiaries holding a fixed-term private law employment contract or a project lease contract.

For **Post-Doctoral Researchers** participating in the project, the gross monthly earnings for full-time employment are calculated as follows:

1. In case of a fixed-term private law employment contract, gross monthly remuneration is configured according to the provisions of Chapter B of Law 4354/2015, as in force and is to a minimum equal to the lower thresholds set in article 18 par. 12 case a) of Law 4310/2014.
2. In case of a project lease contract, gross monthly remuneration should be equal to the gross monthly earnings the PR would have received based on a fixed-term private law employment contract, in line with the above stated provisions (under point 1) (plus the corresponding VAT).

For **PhD Candidates, Postgraduate Students and other scientific and technical staff** of the RT, gross monthly earnings for full-time employment are calculated as follows:

1. In case of a fixed-term private law employment contract, gross monthly earnings shall be equal to the gross monthly income for full-time employment which is defined in the provisions of Chapter B of Law 4354/2015, as in force.

2. In case of a project lease contract, gross monthly earnings should be equal to the gross monthly salary the Research Team member in question would have received based on a fixed-term private law employment contract, in line with the above stated (under point 1) provisions (plus the corresponding VAT).

RT members who belong to the staff of the HI-PC or the Participating Institutions - Beneficiaries (holding a public law or an open-term/fixed-term private law employment contract) can receive an extra remuneration up to **€ 400.00 per month** for providing additional work, beyond their working schedule, in accordance with the legislation in force.

Salary costs for auxiliary staff helping with administrative/financial issues of the Research Project are not eligible.

In case a Post-Graduate Student of the project Research Team concludes their postgraduate studies during the implementation of the project and enrolls as a PhD Candidate, it is possible to include them in the PhD Candidate category with a corresponding monthly salary raise, provided there is a pertinent provision in the project budget. Respectively, the PhD candidate who has successfully received a doctorate nomination may be included in the PR category with the corresponding raise monthly salary raise, provided there is a pertinent provision in the project budget, in line with the processes listed in Section 8 of this Guide.

**It is noted that in case the Project is funded, remunerated RT members cannot be receiving payment from another HF.R.I. action, for the duration of their remunerated employment in this action and full-time employment.**

**All remunerated members of the Project Team are required to keep time sheets regardless of the type of the contract with the HI.**

The following Table 1 summarizes the above terms and payment limits.

**Table 1: Remuneration for RT members**

Remunerated RT member categories	Gross earnings calculation
1. Postdoctoral Researcher	Gross monthly earnings: a) for a fixed-term private law employment contract: equal to those specified in the provisions of Chapter B of Law 4354/2015 and in any case at least equal to the lower limits specified in article 18, par. 12 case a) of Law 4310/2014. a) for a project lease contract: equal to those specified in the provisions of Chapter B of Law 4354/2015 and in any case at least equal to the lower limits specified in article 18, par. 12 case a) of Law 4310/2014 (plus VAT).
2. Scientific Staff (PhD Candidates, Post-Graduate Students) and Technical and Other staff	Gross monthly earnings: a) for a fixed-term private law employment contract: equal to the gross income for full-time employment provisioned in Chapter B of Law 4354/2015, as in force.

	a) for a project lease contract: equal to the gross income for full-time employment provisioned in Chapter B of Law 4354/2015, as in force (plus VAT).
3. Staff of beneficiaries mentioned in Section 4.2 (HI-PC and Participating Institutions - Beneficiaries), who is employed there holding a public law or an open-term /fixed-term private law employment contract	Extra remuneration for additional work up to € 400.00 per month, according to the relevant legislation in force.

The above are gross amounts, upon which all legal deductions and employee contributions are calculated, as in force and per case. In order to calculate the total amount of staff remuneration charged to the project, legal employer's contributions are added to the above amounts and constitute eligible project costs. Regarding project lease contracts, provided this is provisioned in legislation, the corresponding Value Added Tax (VAT), as applicable from time to time, shall be also added to above amounts and constitute an eligible cost for the project.

Research Team members working abroad under any employment relationship are not entitled to salary.

All Research Team members (remunerated and non-remunerated) may receive mobility costs (e.g., commuting costs, overnight lodging and daily allowance) for transit which took place in the context of project needs.

The remunerated RT members who have not been named when submitting the Research Proposal shall be selected by the HI-PC or the Participating Institutions - Beneficiaries, following a call for expression of interest in filling the corresponding positions, according to the legislation in force.

### **5.2.2 Consumables**

Costs for consumables are eligible when pertaining exclusively to Project implementation. Indicatively, they involve the purchase of direct consumption materials (e.g., lab consumables, reagents, etc.) that are necessary for the implementation of the project. This category does not include costs for general office supplies, such as forms, stationery, computer consumables, etc., as they are usually included in the overhead of the project. The costs for the above may be eligible as costs for consumables only when the characteristics of the research project require relevant costs of an unusual extent for its implementation. In this case, sufficient relevant documentation is required.

For the procurement of consumables, HI-PCs and Participating Institutions - Beneficiaries are obligated to implement the provisions of Law 4412/2016 on "Public Contracts for Projects, Procurement and Services (adaptation to Directives 2014/24/EU and 2014/25/EU)" (GG 147/A), as in force, when considered contracting authorities within the meaning of said law.

The supporting documents listed in Annex III are necessary for approving the eligibility of costs for consumables.

### **5.2.3 Mobility costs**

They concern travel (i.e., transport costs, overnight and daily allowance) of the PI and the Research Team members in Greece or abroad in the context of activities directly related to the implementation of the project. In case of research cooperation, a necessary condition for the eligibility of the costs is to submit the pertinent letter of collaboration by the Collaborating Organization as part of the submitted proposal.

Also included as eligible costs in this category are those covering mobility and hospitality costs for collaborating Researchers from Organizations/ Institutions in Greece and abroad, who participate in the Research Team as non-remunerated members. This category is included in collaborative research and a necessary condition for the eligibility of costs is to submit the pertinent letter of collaboration by the Collaborating Organization as part of the submitted proposal.

Costs in this category are carried-out in line with provisions of Sub-paragraph D "Costs for Travelling in and out of the Country" of Law 4336/2015 (GG 94/A), as in force.

The receipts listed in Annex III herein are necessary for approving the eligibility of costs in this category.

**It is noted that in case of cancellation or postponement of conferences or meetings for reasons of force majeure, the costs resulting from the cancellation of tickets, participation, accommodation and/or organization of relevant events may be considered eligible and burden the project budget, provided that they were incurred at a time when the beneficiary could not have foreseen the cancellation.** Furthermore, it must be ensured that the costs or part thereof are not refunded from other sources. Any amounts refunded (e.g., by insurance coverage, air carrier, accommodation, etc.) must be deducted from the eligible costs.

### **5.2.4 Dissemination costs**

These include publication costs by Research Team members in scientific journals, registration costs in conferences relating to speech/communications or posters, costs for organizing and conducting workshops and/or conferences, costs for publishing monographs and books, costs for producing audio-visual material, for website development and promotion in social media. Additionally, this category includes costs for patent submission to the Hellenic Industrial Property Organization and/or other corresponding institutions abroad, as well as different cost types for securing research findings, etc.

For all of the above to be considered eligible, they have to be related to the results of the research project, while all publicity rules described in Section 7 herein must be followed.

It is noted that, provided that website development has been provisioned in the approved Project Technical Bulletin, said website must remain online for at least five (5) years following the completion of the project.

The receipts listed in Annex III herein are necessary for approving the eligibility of costs in this category.



### **5.2.5 *Costs for the use of or access to equipment, infrastructure or other resources***

This category includes costs that must be paid in order to use or access research laboratory equipment, research infrastructure or other resources that are necessary for the implementation of the research project. The pertinent need should be adequately documented in the submitted proposal. Apart from the equipment, infrastructure or resources of other Institutions in Greece or abroad, this category may also include equipment/infrastructure/resources belonging to the HI-PC or the Participating Institutions - Beneficiaries.

Indicatively, other than costs that must be paid in order to use or access research laboratory equipment or infrastructure, this category may include eligible costs for accessing resources that are necessary for the implementation of the research project, such as: access to databases, subscriptions to libraries, files and collections of domestic and foreign Institutions, procurement of specialized research purpose software, costs for software updates in the HI-PC or/and the Participating Institutions - Beneficiaries, digitization of printed and audio-visual archives and their further utilization, costs for acquiring satellite data, etc.

The receipts listed in Annex III are necessary for approving the eligibility of costs in this category.

### **5.2.6 *Costs for equipment procurement***

This cost category includes the procurement of equipment that is necessary for the implementation of the research project. For this cost to be considered eligible, documentation as to the usefulness of this equipment for the implementation of the project is required within the submitted proposal, while it is also required that its purchase has taken place within the first half of the project's implementation duration at the latest.

For the procurement of equipment, HI-PCs and Participating Institutions - Beneficiaries are obligated to implement the provisions of Law 4412/2016 on "Public Contracts for Projects, Procurement and Services (adaptation to Directives 2014/24/EU and 2014/25/EU)" (GG 147/A), as in force, when considered contracting authorities within the meaning of said law.

The receipts listed in Annex III herein are necessary for approving the eligibility of costs in this category.

### **5.2.7 *Other Costs***

This category includes costs that cannot be included in the remaining cost categories, as well as any fees for a certified public accountant registered in the Auditor Register of the Hellenic Accounting and Auditing Standards Oversight Board (HAASOB [ELTE]) to certify the financial scope of the project. Indicative costs included in this category are special telecommunications costs (such as the use of satellite communication), repair costs for important equipment, etc.

Costs are eligible provided that they are listed in the PTB or in its imminent amendment during the project implementation period, in line with the procedure described in Section 8 herein.

Especially with regard to research equipment repair costs other than the above, the request must be documented by a simple cost-benefit analysis and pertain to equipment which is important for



implementing the research project. Costs for necessary components and spare parts, labour costs and any shipping costs pertaining to above equipment are considered eligible.

To carry out costs in this paragraph, HI-PCs and Participating Institutions - Beneficiaries are obligated to implement the provisions of Law 4412/2016 on "Public Contracts for Projects, Procurement and Services (adaptation to Directives 2014/24/EU and 2014/25/EU)" (GG 147/A), as in force, when considered contracting authorities within the meaning of said law.

The receipts listed in Annex III herein are necessary for approving the eligibility of costs in this category.

### **5.2.8 Indirect Costs**

Project management and operating costs of the HI-PC or and the Participating Institutions - Beneficiaries may amount up to 8% of total project budget and are reimbursed to the Special Account for Research Funds (SARF) or the relevant department of the HI-PC or/and the Participating Institutions - Beneficiaries. These costs include costs for supporting the financial management, office supply costs (stationery, PC consumables, etc.) and main utilities (telecommunications, electricity, internet access, etc.). The amount is calculated against the total cost of all other categories and is included in the Research Project budget.

It is noted that indirect costs are eligible without submitting the relevant receipts; however, they should be recorded in accounting entries of the HI-PC or and the Participating Institutions - Beneficiaries.

### **5.3 Accounting monitoring**

In order to manage the implementation progress of the Project in terms of its physical and financial scope, as described in Sections 4 and 5 herein, the HI-PC or/and the Participating Institutions - Beneficiaries must keep a separate account in the accounting books for the Project's costs and revenue, in line with the Greek Accounting Standards (GAS).

Cost receipts must be accompanied by paid invoices or by accounting documents of equivalent probative value, in accordance with the national legislation and the information listed in Annexes II and III.

In order to be considered eligible, cost receipts for each project must have been issued until the project end date (physical scope) and must have been paid within 30 calendar days after that, at the latest.

With regard to the accounting entries for receipts, required supporting documents in case of double-entry book-keeping are:

- Copies of detailed Subledgers (tabs) of the accounts depicting project costs.
- Copies of accounting entries for project costs and their settlement.
- Copies of accounting entries for any advance or interim payments (upon final certification of the project at the latest).

### **5.4 Value Added Tax**

The Value Added Tax (VAT) is an eligible cost only when the HI\_PC is not entitled to VAT-deduction, in accordance with the relevant VAT code provisions, as in force and when applicable, and as proven by a

pertinent certificate issued by the competent Tax Office. VAT that may be recovered or offset in any way cannot be considered an eligible cost, even if it is not recovered by the institution.

### **5.5 Audit Certificate by a Certified Public Accountant**

It is possible to have project costs confirmed/certified by certified public accountants, registered in the Auditor Register of HAASOB. Among others, certified public accountant tasks include submitting an audit report as to the legitimacy and regularity of costs incurred and paid as well as the proper accounting entries, in line with the legislation in force and the Funding Award Decision. Moreover, certified public accountants audit and certify whether all necessary supporting documents exist, whether costs were incurred within the eligible period and related to the specific project, as well as whether they complied with the conditions of the Funding Award Decision. Certified public accountants are selected by the beneficiary and the cost for their services is eligible, provided that it is incurred up to three (3) months from the end of the project. If, during the audit of the project's physical scope, a part or percentage of the deliverables is accepted, in terms of quantity or quality, as well as in cases of ascertaining findings during the financial audit (e.g., non-permissible budget excesses, non-eligible costs), the H.F.R.I. reserves the right to cut the cost certified by said accountants by a corresponding amount or percentage.

### **5.6 Loss of receipts**

In case of loss of an original cost receipt, the beneficiary shall be obliged to provide:

1. A copy of the lost evidence clearly bearing the supplier's stamp on it and the wording "true copy of the original" from the supplier and
2. A Solemn declaration of Law 1599/1986 bearing certification for the authenticity of the signature of the legal representative of the beneficiary and stating that:

*"The receipt (description of the receipt information listing the number, issue date, supplier and cost description) has been lost and a true photocopy of the original from the supplier is submitted. The cost pertaining to that receipt has not been supported (subsidized) nor will it be used in the future for a subsidy from any national, EU or other funding program".*

### **5.7 Non-eligible costs**

The following costs are not considered eligible:

1. Debit interests, debt service expenses and interests on late payments.
2. Financial transaction commissions and other net financial costs, excluding costs pertaining to the opening of accounts required by the H.F.R.I. or the applicable law, and the cost of financial services imposed by the funding award decision.
3. Provision for losses or potential future liabilities.
4. Foreign exchange losses.

5. Recoverable VAT By exception, VAT is eligible in cases where no taxable income is generated during the implementation of the project or after its completion, or when income is indeed generated, but it relates to a non-taxable activity. Confirmation that the activity in question is non-taxable is provided by the competent tax authorities.
6. Amounts withheld in favour of the institution or on its behalf, or withholdings refunded to it by any means. Withholdings in favour of third parties made by institutions on behalf of third parties are an eligible cost, provided that they are paid to such third parties in line with the provisions in force.
7. Incurred costs, for which the provisions of Law 4412/2016 on "Public Contracts for Projects, Procurement and Services (adaptation to Directives 2014/24/EU and 2014/25/EU)" (GG 147/A), as in force, were not applied, when the HI-PC or the Participating Institutions - Beneficiaries are considered to be a contracting authority within the meaning of said law.
8. Any excessive or unreasonable costs.
9. Any fines, penalties and costs before courts.

## **6. PI and HI-PC RESPONSIBILITIES**

The PI represents the Research Team in all communications with the H.F.R.I., takes all necessary measures for the effective supervision of project implementation from a scientific aspect, guiding the Research Team throughout all project implementation phases. They are responsible for notifying the H.F.R.I. on time of any incident or change in circumstances that may affect the project progress, for achieving objectives, for keeping the agreed schedule and for producing deliverables. They are also responsible for submitting all relevant amendment requests.

### **6.1 Responsibilities of the PI, HI-PC and Participating Institutions - Beneficiaries**

The PI is primarily responsible for the proper implementation of the Project, assisted by the HI-PC and the Participating Institutions - Beneficiaries. Both the PI as well as the HI-PC and the Participating Institutions - Beneficiaries must fulfil the following obligations:

1. Observe the terms of the Call, this Guide and the Funding Award Decision.
2. Observe EU and National Legislation when implementing the project, and especially with regard to the law on public contracts, state subsidies, sustainable development, gender equality, non-discrimination of and accessibility for People with Disabilities (EU 1303/2013/17.12.2013, Article 7).
3. Keep a separate account for the project or have adequate accounting codification, from which the entry of all costs fully corresponding to declared expenses can be tracked.
4. Keep a separate bank account for the specific action and per project.
5. Take all necessary actions for updating the H.F.R.I. and/or the I.S. with data and documents of the project they are implementing, thus ensuring the accuracy, quality and completeness of the submitted information.
6. Not receive any subsidies from another national or EU program for the implementation of the project or part thereof and/or part of the eligible costs, in violation of restrictions regarding the accumulation of state subsidies.

7. Not transfer or replace fixed assets, whose value has been raised, without H.F.R.I.'s approval.
8. Place posters with information about the action and funding from the H.F.R.I. to the HI-PC and the Participating Institutions - Beneficiaries.
9. Affix a stamp featuring the funding information (Action Title, Project No.) on each tax item for each cost related to the funded project.
10. Use H.F.R.I.'s logo on every document used during the implementation of the project or generated under the project (printed or digital).
11. Refer to the project's funding by the H.F.R.I. through this Action, using appropriate wording as well as relevant logos, as described in detail in Chapter 7, in all types of publicity activities regarding the project (e.g., announcements in print and electronic media, presentations in workshops and conferences, scientific papers in national and international journals, events), as well as by posting on their website.
12. Accept their inclusion in the List of projects/beneficiaries under H.F.R.I.'s Actions published on H.F.R.I.'s website.
13. Communicate immediately and necessarily to the competent H.F.R.I. department: (a) any information that becomes necessary regarding the project implemented in the form of references or reporting of specific data, (b) any amendment to the physical or financial scope of the project that lays down the need to amend the Project Technical Bulletin and (c) any possible inability of the PI, the HI-PC or the Participating Institutions - Beneficiaries to implement the project.

Finally, the PI and the HI-PC are responsible for collecting all required information, supporting documents and other documents, filling out forms and sending them on time to the relevant H.F.R.I. department of as well as for cooperating with the H.F.R.I. during the conduct of audits – verifications.

Any violation of the Funding Award Decision terms entails corrective measures, pursuant to the provisions specified in the H.F.R.I.'s Internal Rules of Operation and other legislation in force.

## **6.2 Obligations following project completion**

1. The HI-PC, the Participating Institutions - Beneficiaries and the PI may not receive funding from any alternative source to implement the same project or part thereof.
2. The HI-PC and the Participating Institutions - Beneficiaries must return any interest accumulated in the bank account kept to make project payments, which arose due to the advance payment received from the project's funding. It shall be noted that any generated income and interest are offset against the last instalment of funding, while any bank charges associated with the movement of the account may be deducted from interest.
3. Throughout the implementation of the project and for five (5) years following its completion, the HI-PC and the Participating Institutions - Beneficiaries are obligated to keep and make available to competent H.F.R.I. officers, all documents, supporting documents and information pertaining to it, in any way provided, either in printed or electronic form via the I.S., so that it is possible to monitor whether the project's progress and completion in terms of its physical and financial scope are in line with the schedule, the implementation terms, the institutional

framework in force and the provisions specified in the Call, the MIG and the Funding Award Decision.

4. All original supporting documents and invoices for project costs are kept by the HI-PC and the Participating Institutions - Beneficiaries throughout the implementation of the project and for further five (5) years from the date the last funding instalment was made. Furthermore, simple copies thereof are kept together in a dedicated folder that is made available to the competent H.F.R.I. auditors, when requested. This obligation shall apply irrespective of whether retaining the supporting documents and invoices related to the implementation of the project is not required by other legislation provisions in force. These supporting documents and information are preserved either as originals or as certified copies of the originals, or in commonly accepted data carriers, including electronic versions of original documents or documents which exist only in electronic form.

## 7. PUBLICITY OBLIGATIONS

All Institutions involved in the project must inform the public regarding the funding received from the H.F.R.I. for this specific research project, as part of this specific action.

More specifically, during any dissemination and publicity action occurred in the context of the funded project, it should be clearly stated that the project has received funding from the H.F.R.I. with clear reference to the specific action plan and promotion of the H.F.R.I.'s logo and website.

Dissemination actions may be carried out, inter alia, in the form of:

- Communication and/or publication in scientific or non-scientific journals (either by individual Research Team members or the entire team).
- Promotion in websites and social media.
- Printing of handouts (e.g., flyers).
- Participation in conferences, seminars, workshops, etc.
- Production of audio-visual material.

With regard to publications in scientific and non-scientific journals, it shall be noted that this obligation is independent of the research project's completion, depending only on whether the published research was conducted under the funded research project (this also applies to articles published following the completion of the project).

The PI is responsible for fulfilling this obligation, which is underlined as a necessary minimum condition for the eligibility of costs in question, or/ and the eligibility of related mobility costs (if any).

Below there is an indicative text that should accompany each dissemination/publicity action related to the funded project, as a minimum condition for the eligibility of corresponding budget costs:



**The research project was supported by the Hellenic Foundation for Research and Innovation (H.F.R.I.) under the 4th Call for Action "Science and Society"- Emblematic Action – "Interventions to address the economic and social effects of the COVID-19 pandemic" (Project Number: .....).**



**The research project was supported by the Hellenic Foundation for Research and Innovation (H.F.R.I.) under the 4th Call for Action "Science and Society" - Emblematic Action - "Interventions to address the economic and social effects of the COVID-19 pandemic" (Project Number: .....).**

With regard to audio-visual material, the opening and closing credits must include a clear and legible reference to H.F.R.I.'s funding, by using the appropriate wording in Greek and/or English.

The H.F.R.I. will (or shall be able to) use non-confidential information relating to the project (e.g. the project title and synopsis, the project start date and completion date, the total eligible cost), as well as the personal details of the PI and the details of the HI-PC and the Participating Institutions - Beneficiaries for reasons of transparency, publicity and dissemination of the project and action findings, including posting this information on H.F.R.I.'s web portal ([www.elidek.gr](http://www.elidek.gr)).

Failure to comply with the publicity obligations laid down in this Paragraph may result in a flat-rate correction to the total cost of the project.

## **8. AMENDMENTS**

### **8.1 General**

The terms for implementing the project, as specified in the Call and in the Funding Award Decision, are binding and essential, and any unilateral change by the beneficiary without prior approval from the H.F.R.I. Director constitutes reason to cease the project's funding.

Following a request by the beneficiary, it is possible to amend the Funding Award Decision and the approved PTB by decision of the H.F.R.I. Director. The request shall document the necessity to amend project details, which may pertain to its physical and/or financial scope, and/or its implementation duration, as well as the corresponding terms of the Funding Award Decision. The request is submitted through H.F.R.I.'s I.S. within a reasonable time prior to the implementation of the requested amendment and is accompanied by all supporting documents and information justifying the amendment need. **A necessary condition for accepting the amendment request is that the changes proposed do not affect the original objectives of the approved proposal or the total approved project budget and do not alter the evaluation results.** An amendment request submitted less than thirty (30) calendar days from the project completion date shall not be reviewed.

Amendment requests shall not be reviewed until all necessary accompanying information and supporting documents provisioned below or in the Funding Award Decision have been submitted. Provided that all necessary documents and information have been submitted, requests are reviewed on a case per case basis, with/or without the assistance of an external expert and/or a competent committee appointed by the H.F.R.I.

In the event that the amendment request is accepted, individual information of the project and the Funding Award Decision are amended accordingly by decision of the H.F.R.I. Director. The beneficiary is informed by notification of the relevant decision and the relevant documents are registered in H.F.R.I.'s project file. If the amendment request is not accepted, the H.F.R.I. Director issues a justified decision rejecting the



request. The decision is communicated to the beneficiary, who from then onwards commits to implement the project in line with the initial Funding Award Decision.

## 8.2 Amendment cases

1. Extension of the project's implementation duration. An extension may be granted only once (1) (except if it is granted for reasons of force majeure), provided that the successful completion of the project is ensured.
2. Replacement of a member/members of the Research Team. In case of a Research Team member replacement, the new member must have similar qualifications to the member being replaced and be selected following a related call issued by the HI-PC or/and the Participating Institutions - Beneficiaries, whose content shall be specified by the PI. The PI is obliged to inform the H.F.R.I. on the matter. These calls shall be issued in line with the relevant provisions of Laws 4310/2014, 4386/2016, 4485/2017 and 4589/2019, as in force.
3. Withdrawal of RT members (without them being replaced) or addition of new Research Team members following a relevant invitation issued in accordance with the terms specified under point 2 above.
4. A withdrawal/replacement of a Participating Institution - Beneficiary is permitted only following a fully justified documentation of the necessity for change and provided that the achievement of the research project objectives is ensured. More specifically, the HI-PC submits a pertinent request, attaching an exceptional Progress Report to it (in line with par. 4.1 herein) regarding the Project part assigned to the Participating Institution - Beneficiary in question as well as the proposed amendments (physical and financial scope) that are deemed necessary for the implementation of the Project (adding a new Participating Institution - Beneficiary or assigning the unexecuted project part to another Participating Institution(s) - Beneficiary(ies). In case where the PI or the HI-PC or the Participating Institutions - Beneficiaries have already received an amount higher than the one finally approved up to the time of discontinuation, the excess amount shall be returned to the HI-PC. Furthermore, the Collaboration Agreement is amended/updated accordingly.
5. Adding a Participating Institution - Beneficiary is only possible following a fully justified documentation of the necessity for change and provided that the achievement of the research project objectives is ensured.
6. Adding/Replacing a Participating Institution is only possible following a fully justified documentation of the necessity for change and provided it is ensured that the research project objectives shall not be affected by the change.
7. Replacing the Principal Investigator: The PI submits a relevant documented request suggesting a new Principal Investigator with at least equal qualifications. In case the PI is objectively unable to designate a new PI (e.g., due to illness or death) then the HI-PC shall suggest a new PI, having similar qualifications to the previous PI, upon the recommendation of the Research Team.
8. Amendment of information that significantly affects the extent and implementation method of the physical scope (e.g., use of techniques / research conduct methodology of lesser technical weighting, restriction of provisioned deliverables, equipment change/ modification etc.).
9. Transfer of amounts between project cost categories within the individual budget of each Institution - Beneficiary, which results in an increase or decrease **greater than 25%** of the initially approved budget in said cost categories (i.e., in the cost category being reduced and the

cost category/ies being increased, respectively), provided that all terms and conditions of the Funding Award Decision are met.

10. Transfer of an amount to a non-approved but eligible cost category/ies within the individual budget of each Institution - Beneficiary, which leads to a decrease **greater than 10%** of the initially approved category budget, from which the amount is transferred, provided that all terms and conditions of the Funding Award Decision are met.
11. Transferring an amount between the individual budgets of the Institutions - Beneficiaries is possible following a request documenting the necessity for change.
12. Replacement of approved equipment by equipment with similar technical characteristics and functionality, provided it is documented that the new equipment has the capability of leading to the same or improved result compared to the approved equipment.

Each amendment request is submitted to the H.F.R.I. at least thirty (30) calendar days prior to the project end date, as arising from the Funding Award Decision, including any approved extensions. The request clearly reflects the requested changes in relation to the corresponding conditions of the Funding Award Decision as in force and all necessary information or supporting documents per case that justify said necessity are attached.

The amendment is approved (in whole or in part) or rejected by decision of the H.F.R.I. Director, based on a pertinent recommendation by the Department of Research Projects, with/without the assistance of external experts. The decision is registered in the I.S. and communicated to the PI and the HI-PC.

### **8.3 Amendments regarding beneficiary information**

In case of changes in the beneficiary details, the beneficiary is obliged to notify the H.F.R.I. by sending the new information and/or filling out the relevant fields of the I.S., such as:

- change in the trade name and/or legal form,
- change of Legal Representative,
- change of seat and/or relocation of the subsidized activity.

The above changes are reviewed by the Department of Research Projects and, if necessary, the Funding Award Decision is amended and the beneficiary is notified accordingly.

### **8.4 Alterations not constituting amendments**

The following changes, not constituting amendments in the sense of paragraphs 8.1 - 8.3 above, are permitted under project implementation:

1. Change of member category: In case any postgraduate students of the Research Team finish their postgraduate studies and enrol as a PhD Candidate within the project duration, their inclusion in the category of PhD Candidates with the respective raise in the reimbursement amount is possible, provided that there is a pertinent provision in the project's budget. The same also applies to PhD Candidates obtaining their doctorate diploma and wishing to continue being



Research Team members or in case a Postdoctoral Researcher is appointed as a Faculty Member or researcher. In any case the PI is obliged to inform the H.F.R.I. on the matter.

2. Transfer of amounts between project cost categories within the individual budget of each Institution - Beneficiary, which alters (increases/decreases) the total amount of the initially approved budget for said categories (i.e., the cost category being reduced and the one being increased after the transfer, respectively) totally/cumulatively up to 25%, provided that all terms and conditions of the Funding Award Decision are met.
3. Transfer of amounts to a non-approved but eligible cost category/ies within the individual budget of each Institution - Beneficiary, which alters (decreases) the total amount of cost categories, from which the transfer takes place, totally/cumulatively up to **10%**, provided that all terms and conditions of the Funding Award Decision are met.
4. Transfer of amounts between specialized sub-category costs within the same cost category (e.g., staff remuneration), without limitations. Furthermore, it is allowed to add new sub-categories within the same cost category.
5. Transfer of man-effort between project staff categories, provided that all terms of the Funding Award Decision are met.
6. Changes to the duration of work packages and the deadlines for deliverables and milestones, within the approved total project time schedule.

The above changes may be carried out under the responsibility of the PI and/or the HI-PC or/and the Participating Institutions - Beneficiaries throughout the duration of the project, without prior approval. These are attached to the pertinent verification/certification request towards the H.F.R.I., where they are clearly reflected upon comparison to the Funding Award Decision articles in force. Their acceptance is subject to the approval of the verification agent, who determines whether the change falls under the permissible cases listed above and whether it complies with the remaining terms of the Call and the Funding Award Decision.

Any other issue or amendment, not falling under any of the above noted (under 8.2-8.4) cases of project information change, is placed under the consideration of the H.F.R.I., is reviewed by the Department of Research Projects and, as per case, is approved or rejected by the H.F.R.I. Director.

### **8.5 Discontinuation of the research project**

The PI submits an Exceptional Progress Report, as well as the deliverables which were completed until the time of discontinuation. After these have been evaluated, funding is limited to the costs that have already been incurred and approved/certified under the aforementioned evaluation. In case the HI-PC has already received an amount higher than the one finally approved up to the time of discontinuation, the excess amount shall be returned to the H.F.R.I.

## **9. REVOCATION OF FUNDING**

The Funding Award Decision may be revoked by decision of the H.F.R.I. Director in the following cases:

1. Provided that, before the approved implementation time schedule has been concluded, the PI submits a resignation to the H.F.R.I. in writing and/or via the I.S., stating inability to implement the project.

2. As a sanction, following failure to comply with the terms of the Funding Award Decision, as arising from the relevant certifications. Indicatively, the process is activated upon determination of:
  - i. expiry of the project implementation deadline,
  - ii. inability to verify the physical scope of the project,
  - iii. inability to certify the financial scope and its eligibility based on the original invoices and other supporting documents and documenting information arising from the verification procedures,
  - iv. inability to confirm the existence of an adequate verification trail,
  - v. in case the PI or the HI-PC fails to comply with the H.F.R.I.'s recommendations resulting from an administrative or an on-site verification.

The occurrence of the aforementioned events is confirmed by the Department of Research Projects, and a documented Funding Revocation Decision is issued by the H.F.R.I. Director, which is then communicated to the beneficiary. Relevant documents are placed in the pertinent project file kept in H.F.R.I.'s I.S.

In case of searching unduly or illegally paid sums, provisions in Articles 51 and 52 of the H.F.R.I.'s Internal Rules of Operation shall apply.

## **10. COMPLETION OF PROJECTS**

Based on the verification report results and overall information of the approved proposal, the H.F.R.I. Director drafts and publishes the Project Completion Certificate through the I.S.

Necessary conditions for project completion are:

- Certification of the physical scope being completed, through the implementation of specified deliverables and the achievement of key project objectives, or designation of individual deliverables completed in whole or in part.
- PI and HI-PC compliance with the obligations described in the Funding Award Decision.
- PI and HI-PC compliance with any recommendations from previous verifications/inspections/audits conducted for the project.

The Project Completion Certificate:

- Certifies that the physical scope (project deliverables and objectives) has been completed.
- Certifies that the financial scope has been completed and that the final result of verifying costs incurred throughout the project is reflected.
- Specifies the final funding amount to be paid, reflecting amounts that may have already been paid, as well as the amount remaining to be paid.
- Specifies the final funding scheme.
- Establishes whether the PI and HI-PC obligations have been met, as specified in the Funding Award Decision, including any obligations relating to publicity.
- Establishes the PI's and HI-PC's compliance with any recommendations from previous verifications/inspections/audits conducted for the project.

- Specifies the exact date that the beneficiary assumes each Long-term Obligation, as it has been predetermined in the Funding Award Decision.

The H.F.R.I. communicates the Project Completion Certificate to the beneficiary. All relevant documents and documentation are archived in the project file.

## **ANNEX I**

### **SUPPORTING DOCUMENTS FOR FUNDING REIMBURSEMENT**

The following supporting documents are to be submitted (where required) to reimburse funding:

1. Decision to include the project funding in the budget of the HI-PC.
2. Tax clearance certificate for the collection of funds from entities other than Central Administration or Clearance Proof about debts to the State for the HI-PC.
3. Social security clearance certificate for collecting cleared receivables of a fixed amount from the State or Certificate for withholding (settling) social insurance contributions for the HI-PC.
4. Bank account number of the HI-PC.

Upon payment of each instalment, the corresponding payment voucher must be issued and sent to the H.F.R.I.

## **ANNEX II**

### **ACCEPTABLE WAYS OF COST PAYMENT**

In specific, for costs to be considered eligible, they must be paid (in whole or in part) as follows, so that an adequate audit trail is ensured and that they may constitute deductible costs in relevance to Articles 22 & 23 of the Income Tax Code (Law 4172/2013, Circular number 1216/01.10.2014 and Circular number 1079/06.04.2015):

- Any cost regarding the purchase of goods or the receipt of services over five hundred (500.00) euro (VAT excluded) must be paid in whole or in part using a bank payment instrument.
- Any cost regarding the purchase of goods or the receipt of services up to five hundred (500.00) euro (VAT excluded) may be paid without using a bank payment instrument, i.e., in cash.

A bank payment instrument, for the purposes of implementing the above, is:

- A cheque issued from the business account of the funding recipient/ beneficiary to the supplier, which must have been paid by the bank at a time prior to the cost certification date. The following are required to certify the payment: (a) the business account statements relating to the issued cheque (extrait) of the HI-PC and the Participating Institutions - Beneficiaries, (b) a copy of the cheque, (c) a payment receipt issued by the supplier and (d) the supplier ledger (account 50).
- Cash deposit by the funding recipient / beneficiary to the supplier's bank account. Payment certification requires the following: (a) a copy of the bank deposit slip with the supplier of the goods or services provided to the funding recipient/beneficiary appearing as the account holder, as well as the name of the depositor/investor and the invoice details the payment pertains to, (b) the treasury ledger (account 38) and/or business account statement (extrait) depicting cash withdrawal, (c) a payment receipt issued by the supplier and (d) the supplier ledger (account 50).
- Cash transfer from the business account of the funding recipient/ beneficiary to the business account of the supplier. Payment certification requires the following: (a) a copy of the bank cash transfer slip containing all account details, (b) a payment receipt issued by the supplier and (c) the supplier ledger (account 50).
- A Bank Cheque issued by the HI-PC or the Participating Institution - Beneficiary payable to the supplier from a bank legally operating in Greece, through a corresponding cash deposit in the bank by the subsidized institution. Payment certification, apart from other documents (e.g., deposit slip), requires the bank documents pertaining to the cheque issued to the supplier, a copy and photocopy of the relevant cheque.
- Online transaction (web banking or web payment from and to a certified payment account kept at a Payment Service Provider). Payment certification requires the following: (a) a copy of the business account statement (extrait) kept at the beneficiary's bank or Payment Service Provider for at least one month after payment is made, (b) a copy of the online transaction containing the payment recipient, i.e., the supplier of goods and services, and the payer/depositor, i.e., the funding beneficiary, and (c) the subledger (tab) of the supplier (account 50).

- Card payment (debit, credit, prepaid). A condition for the payment being certified is that the card has been issued in the name of the HI-PC or the Participating Institution - Beneficiary or is necessarily linked to a payment account kept at a Payment Service Provider in the name of the HI-PC or the Participating Institution - Beneficiary. In any case, there must be an adequate audit trail, i.e., the purchase of the corresponding goods/services and the charging of the beneficiary's card must be proven (irrespective of whether this transaction is made by instalments or by one-off payment). Certification requires: (a) a copy of the card statement or the payment account statement of the beneficiary kept at a Payment Service Provider which depicts card transactions, along with one instalment or the one-off payment of the transaction and (b) the subledger (tab) of the supplier (account 50).
- A postal cheque - quick payment issued at the Hellenic Post by cash deposit from the beneficiary to settle the supplier payment, at a time prior to the certification date of the cost. Payment certification requires the following: (a) documents proving the issue and collection of the postal cheque, listing the details of both the beneficiary and supplier and (b) the subledger (tab) of the supplier (account 50).

In case where advance payments are made against the value of the goods or services to be purchased, or when partial payments are made against an invoice with a net value of over five hundred euro (€500.00), it is required to use a bank payment instrument, irrespective of the particular partial or advance payment amount.

In cases where the details of the two counterparties are not made clear following the aforementioned information and supporting documents on settlements concluded by a bank payment instrument, or for payments pertaining to special types of costs, beneficiaries will also be required to submit a payment receipt or a document of equivalent substantiating value, e.g., confirmation by the supplier regarding the settlement of the transaction.

In case where an invoice is paid in cash (with a net value of up to €500.00), the required supporting document for such transactions (apart from the invoice for the purchase of goods or the provision of services) is a payment receipt by the supplier or a document of equivalent substantiating value, e.g., confirmation by the supplier regarding the settlement of the transaction.

All transactions mentioned above must be accompanied by the corresponding for each case accounting entries, based on the Greek Accounting Standards (Law 4308/2014).

**It shall be noted that:**

- All costs must have been paid before submitting the request for the final verification/certification report.
- The beneficiary may receive and issue electronic invoices. An electronic invoice is an invoice containing the information required by the Greek Accounting Standards (Law 4308/2014),

which has been issued and received in electronic format. For the purposes of certifying investment costs, electronic invoices must be printed in any case.

- The beneficiary is obliged to keep a separate account for the project, where all relevant project costs shall be recorded.
- Project costs are considered eligible provided that they comply with the applicable tax and labour legislation requirements in force.
- All companies/suppliers of Action beneficiaries should have a business bank account for project costs.
- Payment of costs using third-party cheques is not acceptable.
- Dividing (fragmenting) a cost for the purpose of avoiding the obligation of using acceptable payment methods is not permitted (i.e., issuing invoices in parts, with the aim of falling into a lower category and paying for these costs in cash).

## ANNEX III

### ELIGIBILITY RULES

#### & SUPPORTING DOCUMENTS TO VERIFY COSTS

Eligible costs for projects funded under this Action are calculated based on the actual cost, i.e., they have been incurred by the HI-PC and the Participating Institutions - Beneficiaries, are justified by the terms and the objectives of the approved projects, are provisioned in the Funding Award Decision and are documented by receipt copies, as outlined below. The original receipts must be available for auditing by the competent H.F.R.I. officer.

Furthermore, the beneficiary should submit a **Solemn Declaration**, duly signed, where it is mentioned that:

- Submitted copies are true copies of the original receipts/invoices.
- The original receipts are always available to the H.F.R.I.
- The receipts/invoices do not correspond to costs funded by another program.
- Project costs are monitored through a separate account or there is adequate accounting codification and the undersigned is fully aware that any costs not recorded in said account shall be deemed ineligible.

Below information is in particular valid for each Cost Category:

#### **Remuneration Costs**

##### **– Regular staff**

- Management decision of the HI-PC or/and the Participating Institutions - Beneficiaries, which determines the staff to be involved in the project, along with their duties in terms of the project's physical scope, the duration of their employment and the way they are going to be employed in the project.
- Monthly global timesheets reflecting, in terms of natural persons, the employee's actual employment hours per day on the project and any other project or activity at the beneficiary and/or other institutions, signed by the employee and the managing director of the HI-PC or/and the Participating Institutions - Beneficiaries.
- Beneficiary payrolls for the time period the audit is being conducted, depicting the gross monthly income per year, with any allowances clearly recorded, the corresponding social insurance contributions and any allowances specified by the beneficiary's institutional framework for the last financial year. Payrolls must also clearly depict any staff payments concerning overtime or additional employment.
- Reports by the Principal Investigator of each beneficiary for the work produced by each employee in the corresponding period.
- Employee payment slips.
- Social insurance contribution payment receipts for each employee working on the project during the audited period and proof of statement submission (detailed periodic statement) (where required).
- Proof of income tax statement and payment.



- Accounting entries of receipts/invoices, preferably in the form of a subledger of the separate project account (signed by the accountant in charge and bearing the stamp of the HI-PC or/and the Participating Institutions - Beneficiaries).

**- Temporary staff**

✓ ***Under a fixed-term employment contract (full or part-time employment)***

- Fixed-term employment contract outlining the scope in relation to the physical scope of the project and including a clear reference to the specific funded project (project code), the duration, the place of employment for the counterparty, the method of receiving the project, the price and any provision for off-site travel and participation in conferences, workshops (relevant to the project), etc. Apart from cases where natural persons have been evaluated during project selection, an open procedure describing all the information above is required, in line with provisions of Article 64(3) of Law 4485/2017.
- Monthly global timesheets reflecting, in terms of natural persons, the employee's actual employment hours per day on the project and any other project or activity, at the HI-PC or/and the Participating Institutions - Beneficiaries and/or other institutions, signed by the employee and the managing director of the HI-PC or the Participating Institution - Beneficiary respectively.
- Reports by the Principal Investigator for the work produced by each employee in the corresponding period.
- Beneficiary payrolls for the time period the audit is being conducted for, depicting the gross monthly income, with any allowances specified in the beneficiary's institutional framework clearly recorded. Payrolls must also clearly depict any payments concerning overtime or additional employment.
- Employee payment slips (in accordance with the specifications in Annex II herein).
- Social insurance contribution payment receipts for each employee working on the project during the audited period and proof of statement submission (detailed periodic statement).
- Proof of income tax statement and payment.
- Accounting entries of receipts/invoices, preferably in the form of a subledger of the separate project account (signed by the accountant in charge and bearing the stamp of the HI-PC or/and the Participating Institutions - Beneficiaries).

✓ ***Under a project lease contract***

- Project lease contract. An open procedure is required, apart from cases where natural persons have been evaluated during activity selection, in line with the provisions of Article 64(3) of Law 4485/2017, outlining the scope of the contract in relation to the physical scope of the project and including a clear reference to the specific funded project (H.F.R.I. project code), the duration, the place of employment for the counterparty, the method of receiving the project, the price and

any provision for off-site travel and participation in conferences, workshops (relevant to the project), etc.

- Reports by the Principal Investigator for the work produced by each employee in the corresponding period.
- Project receipt certification. In case the contract specifies an hourly fee, global timesheets co-signed by the institution's managing director and the employee are required.
- Authorization from the competent officer for staffing circumstances, as per case, concerning public or broader public sector employees, actually involved in the activity.
- Invoice for services provided or proof of expenditure (former receipt for professional expenses), when the counterparty is not a professional under any cause, exercises a temporary profession and their remuneration is within the limits specified by the applicable provisions in force.
- Employee payment slips (in accordance with the specifications in Annex II herein).
- In cases of VAT exemption, a certificate from the competent Tax Office.
- Statement receipts for social insurance contributions declared to the National Social Security Fund (EFKA), e.g., detailed periodic statements, and payment thereof, in the event that the employee falls under Article 39(9) of Law 4387/2016.
- Tax statement and proof of tax payment, as well as the payment in question.
- Accounting entries of receipts/invoices, preferably in the form of a subledger of the separate project account (signed by the accountant in charge and bearing the stamp of the HI-PC or/and the Participating Institutions - Beneficiaries).

**It shall be noted that:** In the event where social insurance contributions are not paid due to debt settlement inclusion, the pertinent social insurance fund document regarding the inclusion in a debt settlement scheme must be submitted, outlining the settlement duration, the total amount, the instalment amount and the number of instalments. Compatibility between the time period stated in the document and the audited period is reviewed, as well as whether instalments are being paid on time until the date of audit. The cost is certified when these two conditions are met, provided that the paid contributions cover the amount corresponding to the social insurance contributions for the audited period. In the event of income tax settlement, the provisions outlined in the social insurance contribution settlement shall apply.

### **Costs for consumables**

1. Documents constituting compliance with public contract rules for projects, procurement and services under Law 4412/2016, as in force.
2. Document justifying the procurement necessity in serving the project's activities and its connection to the physical scope of the project, in case where the type of consumables is not described upon submission of the proposal.
3. Receipt certificate issued by the competent committee.
4. Invoice copies or equivalent accounting documents. (For certifying invoices from abroad, apart from the invoice itself, all relevant documents, such as: pro forma invoice describing the

payment method [advance, instalments, bank payment], accompanying shipping documents, e.g., Consignment Notes, Packing List of imported equipment, invoice or receipt issued by an international carrier, imported equipment insurance policy, customs documents if imported from a country outside the EU).

5. Payment slips (in accordance with the specifications in Annex II herein).
6. Accounting entries of receipts/invoices, preferably in the form of a subledger of the separate project account (signed by the accountant in charge and bearing the institution's stamp).

### **Costs for the use of or access to equipment, infrastructure or other resources**

1. Documents constituting compliance with public contract rules for projects, procurement and services under Law 4412/2016 (Public Entities), as in force.
2. Document justifying the procurement necessity in serving the project's activities and its connection to the physical scope of the project, in case where the type of consumables is not described upon submission of the proposal.
3. Receipt certificate issued by the competent committee.
4. Invoice copies or equivalent accounting documents.
5. Payment slips (in accordance with the specifications in Annex II herein).
6. Accounting entries of receipts/invoices, preferably in the form of a subledger of the separate project account (signed by the accountant in charge and bearing the institution's stamp).

### **Costs for equipment procurement**

1. Documents constituting compliance with public contract rules for projects, procurement and services under Law 4412/2016 (Public Entities), as in force.
2. Document justifying the procurement necessity in serving the project's activities and its connection to the physical scope of the project, in case where the type of consumables is not described upon submission of the proposal.
3. Receipt certificate issued by the competent committee.
4. Certificate from the supplier confirming that the equipment is new and unused.
5. Invoice copies or equivalent accounting documents. (For certifying invoices from abroad, apart from the invoice itself, all relevant documents, such as: pro forma invoice describing the payment method [advance, instalments, bank payment], accompanying shipping documents, e.g., Consignment Notes, Packing List of imported equipment, invoice or receipt issued by an international carrier, imported equipment insurance policy, customs documents if imported from a country outside the EU).
6. Payment slips (in accordance with the specifications in Annex II herein).
7. Accounting entries of receipts/invoices, preferably in the form of a subledger of the separate project account (signed by the accountant in charge and bearing the institution's stamp).

### **Mobility costs**

1. Decision or relevant administrative document approving travel, also stating among others:

- the destination
  - the departure and return dates
  - the means of transport
  - the reason for travel (summarized)
  - the concerning project (H.F.R.I. project number)
2. Expenses sheet/Travel document listing the name of the person travelling, the reason, the destination, the departure and return dates and travel costs (in detail):<sup>1</sup>
- Transport costs and public transport ticket fees in particular (or other transportation means).
  - Cost of kilometric allowance (0.15/km)<sup>2</sup> for using a privately owned or leased vehicle, where permitted, toll costs, cost of transferring the vehicle by ship – as in force per case.
  - Car rental or costs for using public-use passenger cars (taxis), when their use is permitted.
  - Overnight stay expenses for the recognized amount for each type of hotel or rented accommodation in accordance with the limits set by Law 4336/2015, as in force per case (e.g., Category I traveller, up to €80 per night; Category II traveller, up to €60 per night; specified amounts are increased by twenty per cent (20%) for stay within the boundaries of the Municipalities of Athens and Thessaloniki).
  - Daily allowance in line with the limits set by Law 4336/2015 - as in force per case.
  - Costs for participating in conferences, workshops, etc.
  - Report on the activities or documentation material in terms of travel relevant to the project (excerpt from papers, brochures, agenda, minutes, posters, etc.) – compliance with publicity rules (where necessary).
  - Receipts for costs included in the relevant Travel document/ Expenses sheet (e.g., tickets, hotel invoice, etc.).
  - Payment slips (in accordance with the specifications in Annex II herein).
  - Compliance with maximum limits, in accordance with the provisions of sub-paragraph D9 of Article 2(D) of Law 4336/2015 (GG 94/A).
  - In case of travel for natural persons under a lease contract, provided that the relevant contract justifies travel and it has been compensated in accordance with legal documents (invoice for services provided, invoice for services received).
3. Payment slips (in accordance with the specifications in Annex II herein).
4. Accounting entries of receipts/invoices, preferably in the form of a subledger of the separate project account (signed by the accountant in charge and bearing the institution's stamp).

**Costs for publicity and dissemination of research results**

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<sup>1</sup>Travel costs under this action fall within the provisions of sub-paragraph D.9 of Law 4436/2015 (GG 94/A) and are incurred in accordance with the provisions therein.

<sup>2</sup>The Interactive Calculation Tool for Kilometric Distance is taken into account in order to calculate the kilometric allowances, in accordance with the circular issued by the Ministry of Infrastructure and Transport (Ref. No. ΔΝΣγ/οικ.41648/φ.ΕΓΚΥΚΛ.-07.06.2017 <https://kmd.ggde.gr/>)

1. Documents constituting compliance with public contract rules for projects, procurement and services under Law 4412/2016 (Public Entities).
2. Document justifying the procurement necessity in serving the project's activities and its connection to the physical scope of the project, in case where the type of consumables is not described upon submission of the proposal.
3. Invoice copies or equivalent accounting documents. (For certifying invoices from abroad, apart from the invoice itself, all relevant documents, such as: pro forma invoice describing the payment method [advance, instalments, bank payment], accompanying shipping documents, e.g., Consignment Notes, Packing List of imported equipment, invoice or receipt issued by an international carrier, imported equipment insurance policy, customs documents if imported from a country outside the EU).
4. Compliance with promotional references and/or publicity obligations, as explained in detail in Section 7 herein.
5. Payment slips (in accordance with the specifications in Annex II herein).
6. Accounting entries of receipts/invoices, preferably in the form of a subledger of the separate project account (signed by the accountant in charge and bearing the institution's stamp).

### **Other Costs**

1. Documents constituting compliance with public contract rules for projects, procurement and services under Law 4412/2016, as in force.
2. Document justifying the procurement necessity in serving the project's activities and its connection to the physical scope of the project, in case where the type of consumables is not described upon submission of the proposal.
3. Receipt certificate issued by the competent committee.
4. Invoice copies or equivalent accounting documents. (For certifying invoices from abroad, apart from the invoice itself, all relevant documents, such as: pro forma invoice describing the payment method [advance, instalments, bank payment], accompanying shipping documents, e.g., Consignment Notes, Packing List of imported equipment, invoice or receipt issued by an international carrier, imported equipment insurance policy, customs documents if imported from a country outside the EU).
5. Payment slips (in accordance with the specifications in Annex II herein).
6. Accounting entries of receipts/invoices, preferably in the form of a subledger of the separate project account (signed by the accountant in charge and bearing the institution's stamp).

For the submission of a cost verification request through the I.S., documents listed above must be scanned and attached to the request. In case the beneficiary uses the services of a Certified Public Accountant, their certificate is also attached.

**ANNEX IV**  
**COLLABORATION AGREEMENT TEMPLATE**

**For implementing research projects under**  
**the Emblematic Action entitled "Interventions to address the economic and social effects of the COVID-19 pandemic"**  
**(4th Call for Action "Science and Society")**

*(The content of this document is not binding. It is rather provided as an example and may be amended as per the final agreement of the contracting parties. However, it should at least include terms concerning issues, for which a regulation is deemed necessary under the collaboration for the implementation of the project.*

*The Collaboration Agreement is approved, co-signed by the legal representatives of the Host Institution - Project Coordinator and each Collaborating Organisation - Beneficiary of the Project and submitted along with other supporting documents for the Funding Award Decision to be issued.]*

**Project No:**

**Project Title:**

**PREAMBLE**

In ... .. [location], today, ..... [day], .....2021 [date], the below contracting Parties (henceforth "the Parties" or "the Institution" / "the Institutions" or "the Collaborating Organisation" / "the Collaborating Organisations"):

1. .... (Host Institution - Project Coordinator, henceforth "the HI-PC") headquartered at... .. [location], with Tax ID ....., legally represented for the signature of this document by. ... [name and surname], son/daughter of ... [father's name], .... [capacity],
2. .... (Collaborating Organisation - Beneficiary 1) headquartered at... .. [location], with Tax ID ....., legally represented for the signature of this document by. ... [name and surname], son/daughter of ... [father's name], .... [capacity],
3. .... (Collaborating Organisation - Beneficiary 2) headquartered at... .. [location], with Tax ID ....., legally represented for the signature of this document by. ... [name and surname], son/daughter of ... [father's name], .... [capacity], and

4. .... (Collaborating Organisation - Beneficiary 3) headquartered at... [location], with Tax ID ....., legally represented for the signature of this document by. ... [name and surname], son/daughter of ... [father's name], ... [capacity],

having regard to:

1. the 4th Call for Action with Ref. No. 24764/05.05.2020 "Science and Society"-Emblematic Action- "Interventions to address the economic and social effects of the COVID-19 pandemic" (IUN: P5ΩT46M77Γ-5B9) (henceforth: «the Call»),
2. the Proposal No. ... [proposal number], which was submitted under the above mentioned (under point 1) Call (henceforth: "the Proposal" / "the Project"),
3. the Management - Implementation Guide for Projects under the above mentioned (under point 1) Call (henceforth: "the MIG"),
4. the Funding Decision No. .... of the Scientific Council Chair and acting H.F.R.I. Director, featuring the list of projects funded under the above mentioned (under point 1) Action, which also includes the Proposal,
5. the letter with Ref. No. .... of the Scientific Council Chair and acting H.F.R.I. Director, which invites Beneficiaries to submit the supporting documents required for the issuance of the Funding Award Decision (henceforth: "the FAD") of the Proposal,
6. the fact that the Parties wish to make this agreement in order to regulate more specific issues pertaining to their relation during the implementation and after the completion of the Project.

agree, covenant and mutually accept the following:

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## **ARTICLE 1 - DEFINITIONS**

Words starting with a capital letter shall have the definition and the meaning attributed to them in the Call, the MIG, the FAD or any article herein.

## **ARTICLE 2 - PURPOSE**

The purpose of this document is to organise and distribute the Parties' work under the implementation of the Project, as well as to organise the management of the Project, define the rights and obligations of the Parties and regulate issues related to Access and Intellectual Property (Copyright and Industrial Property) Rights. In any case, this document supplements the Call, the MIG, the FAD and the Project Technical Bulletin attached to it (henceforth: "the PTB") and in no case can it nullify or amend them.

## **ARTICLE 3 - PARTIES' COMMITMENTS**

**3.1.** The Parties promise to implement the Project in a smooth and efficient way, namely, to cooperate, carry out and timely fulfil all of their obligations, following the terms, the conditions and the procedures outlined in the Call and the MIG. Each Party promises to notify the HI-PC or/and the other Parties in time regarding any information, event, problem or delay that may affect the smooth implementation of the Project and to provide the HI-PC and the other Parties with all information and material required to fulfil their obligations in the context of project execution, in a timely and valid manner.

### **3.2. Participation of third parties (non-Collaborating Organisations)**

In case any Party concludes a contract for "*Use of or access to equipment, infrastructure or other resources*" or involves, in any other way or for any reason, any third person in the implementation of the Project, said Party shall remain exclusively responsible for the implementation of the Project part assigned to/undertaken by it in line with the PTB as well as for the compliance (or non-compliance) of every third counterparty/servant/vicarious agent with the terms of the Call, the MIG, the FAD and this Agreement. The above-mentioned Party should mostly ensure that the participation of third persons in the implementation of the Project does not affect the rights and obligations of the other Parties, and in particular the intellectual property rights of them.

## **ARTICLE 4 - PROJECT ORGANISATION / MANAGEMENT**

**4.1.** The Parties undertake to adopt and implement an adequate and efficient organisation and management structure, which shall ensure a smooth implementation of the Project throughout its duration, in accordance with the terms, the conditions and the procedures specified in the Call, the MIG and the FAD. The management of the Project as well as the responsibilities, roles and obligations of the Parties and every third person participating in any way in the Project shall be governed by the provisions of the PTB, which forms an integral part of the FAD.

**4.2.** The HI-PC acts, through the Project's Principal Investigator, as a common representative of all Parties before the H.F.R.I. and any third person and is responsible for the overall management of the Project. None of its activities and obligations in relation to its role as Project Coordinator may be assigned to a third party.

## **ARTICLE 5 - FUNDING - PAYMENT METHOD**

### **5.1. General principles**

#### **5.1.1. Approved budget/funding allocation**

The HI-PC is exclusively responsible for paying the other Parties any funding amount each one of them is entitled to, without any unjustified delay and in line with:

- the FAD and in particular the PTB,
- the MIG and the H.F.R.I.'s approval/certification of the interim/final progress reports and costs,
- Article 5.2 herein.

Each Party shall receive the funding amount they are entitled to, as per case, provided that they have signed this Agreement and they have fulfilled their obligations/duties in line with the MIG and the PTB.

### **5.1.2. Cost eligibility**

Each Party shall be exclusively responsible for the eligibility and adequate documentation of costs they incur under the Project. The HI-PC and the other Parties shall bear no responsibility for certifying or not the above-mentioned costs of another Party.

### **5.1.3. Funding**

The individual Project budget per Party is set according to the PTB. In case a Party spends less than the amount specified in the FAD and the PTB, it shall be funded in accordance with the final eligible costs it incurred.

In case a Party spends more than the amount it is entitled to, based on the FAD and the PTB, it shall be funded in accordance with the final eligible/certified costs it incurred and up to the amount it is entitled to, based on the FAD and the PTB.

### **5.1.4. Funding return**

**5.1.4.1.** If, for any reason, any Party receives a higher amount than the one it is entitled to, it is obliged to immediately return the excess amount to the HI-PC.

### **5.1.4.2. Financial consequences due to Party withdrawal**

If any Party withdraws from the Project, it should return the funding amount it received to the HI-PC, with the exception of the amount corresponding to incurred costs certified by the H.F.R.I.

Furthermore, said Institution shall bear any reasonable and justified additional costs, which were incurred by the other Institutions in order to implement the withdrawing Party's duties along with their own.

## **5.2. Payments**

The HI-PC is exclusively responsible for allocating the funding to the Parties. More specifically, the HI-PC:

- notifies each Party in time about the date and the amount that shall be transferred to the latter's bank account, providing relevant documentation in writing,
- diligently performs its duties, so as to constantly ensure a sound financial management of the Project,
- undertakes to keep a separate account for the Project's funding.

The HI-PC shall receive the funding instalments from the H.F.R.I. in accordance with the provisions of the MIG and shall allocate them to the other Parties as follows:

*[Please mention the time, the method and the funding amount paid to the Parties by the HI-PC.]*

The HI-PC has the right to postpone/withhold payments or recover any amounts already paid to an Institution, in case the latter is found to violate its obligations arising from this Agreement, the FAD, the MIG and the Call or when this is requested by or agreed in writing with the H.F.R.I.

## **ARTICLE 6 - INTELLECTUAL PROPERTY RIGHTS**

### **6.1. General**

All Parties are bound by the terms and conditions of the FAD, the Call, the MIG and this Agreement, which they accept in whole.

### **6.2. Property and Knowledge Protection**

#### **6.2.1. General**

It is generally agreed that any research results and findings of the Project, including inventions, designs, products, works etc., namely the "Foreground Knowledge" produced during its implementation (henceforth: "Knowledge") shall be owned by the Party, which produced them.

#### **6.2.2. Co-ownership**

In case a **common** invention, design, product, work, research finding etc. is produced during the implementation of the Project, for which two at least Parties have contributed, and its characteristics do not allow for it to be divided for the purpose of submitting an application to acquire and preserve the protection of the corresponding intellectual property rights, the Parties undertake to jointly act in order to acquire and preserve the respective rights or otherwise to conclude appropriate agreements between them regarding the protection of intellectual property rights as well as the allotment of the respective acquisition/preservation costs. In any case, the co-beneficiaries of said rights are entitled to use and concede the use of such rights (with non-exclusive licenses), in accordance with the terms of any pre-existing or future agreements, without being obliged to pay any fee in return to the other Parties or obtain their consent.

#### **6.2.3. Transfer of intellectual property rights**

Each Party may freely transfer the intellectual property rights it is entitled to, without prejudice to any rights and obligations arising from this Agreement, the Call and the MIG. Each beneficiary may designate (in Annex .... of this Agreement) specific third persons, to whom they intend to transfer the Knowledge produced under the implementation of the Project and the rights over such Knowledge, which they (will) own. In such a case, the other Parties waive their right to object the transfer. However, the transferring Party is obliged to inform the other Parties about any imminent transfer a priori.

#### **6.2.4. Securing protection**

If any Party decides on its own responsibility not to seek adequate and efficient protection for Knowledge it has produced during the implementation of the Project, it should notify the other Parties in writing, through the HI-PC, accordingly. Any other Party interested in acquiring and preserving such protection shall inform the other Parties in writing, through the HI-PC, within a month following the

receipt of the above-mentioned notification. The above term shall be valid, provided that the terms pertaining to Access Rights will not be affected for any Party.

### **6.3. Publication of Knowledge**

**6.3.1.** The Parties shall have the right to publish Knowledge produced by another Party under the Project or Knowledge constituting Background Knowledge of another Party, provided they have the latter's prior written consent. This term shall be valid also when said Knowledge (Foreground or Background) is merged with Knowledge owned by the first Party.

**6.3.2.** Each Party shall notify the other Parties in writing about any scheduled publication of Knowledge, of which it is a beneficiary in the context of the Project, at least thirty (30) days prior to the publication and shall provide them, if requested, with a copy of the information and data to be published. All published texts shall include necessary references to already existing publications. In case any of the other Parties thinks that the imminent publication may negatively affect the protection of Knowledge, which said Party is a beneficiary of, it may submit a reasoned objection to the publication against the Party who scheduled it, within fifteen (15) days following the receipt of the above-mentioned notification, and communicate the objection to the HI-PC, unless it has already consented in writing to the publication.

### **6.3.3. Dissemination of Knowledge after the completion of the Project**

Provided that the dissemination of Knowledge produced during the implementation of the Project does not negatively affect the protection or the use of said Knowledge and without prejudice to their legal rights, the Parties shall ensure any further dissemination of such Knowledge, according to the provisions of the Call, the MIG and this Agreement.

### **6.3.4. Personal Data Protection**

The Parties undertake to take all appropriate measures, both during the implementation of the Project as well as in the relevant publications of results and findings thereof, in order to ensure their compliance with the applicable EU and national legislation in force on the protection of individuals with regard to the processing of personal data.

## **6.4. Access Rights**

### **6.4.1 General principles**

Each Party shall take appropriate measures to ensure the granting of Access Rights required to fulfil obligations arising from the FAD and this Collaboration Agreement, even in case where such rights do exist for its own staff or any third person designated or undertaking to carry out works in the Project. The Parties agree that Access Rights are granted on a non-exclusive basis. Furthermore, the Parties agree that Access Rights shall not include any sub-licences, unless it is otherwise agreed herein or the beneficiary of the Knowledge or the Background Knowledge has already conceded such sub-licences. Without prejudice to exceptional situations, no fee or other benefit shall be required in exchange for the concession of Access Rights.

### **6.4.2. Recognition of Background Knowledge**

In Annex ..... herein, the Parties have listed and mentioned any Background Knowledge required for the implementation of the Project, for which Access Rights may be granted. The Parties agree that any other

Background Knowledge is deemed unnecessary for the implementation of the Project and shall not be subject to the provisions about Access Rights herein. However, it is also agreed that the information mentioned in Annex ..... may be updated, so that it includes Background Knowledge not already listed in Annex ....., which could prove to be necessary for carrying out the work of a Party under the Project or for using the Knowledge arising from the Project with regard to a Party, in line with the PTB.

#### **6.4.3. Recognition of restrictive commitments**

The Parties undertake to notify the other Parties in time and in writing about any restriction on Access Rights, which may affect the implementation of the Project in accordance with the terms of the FAD, the Call and the MIG.

#### **6.4.4. Access Rights required for the implementation of the Project**

The Institutions agree that Access Rights to Background and Foreground Knowledge required for the implementation of the Project shall be granted royalty-free and no other benefit shall be given in exchange.

*(The Parties may agree differently and concede Access Rights in exchange of benefits).*

#### **6.4.5. Access Rights required for using an Institution's Knowledge that results from the Project**

##### **6.4.5.1. Required use of Background Knowledge**

The Parties agree that Access Rights to Background Knowledge, which are required to make use of their own Knowledge, shall be granted under fair and reasonable terms.

##### **6.4.5.2. Required use of produced Knowledge**

The Parties agree that Access Rights to Knowledge produced by them, which are required to make use of another Party's Knowledge, shall be granted on privileged terms or royalty-free, without any other benefit given in exchange.

#### **6.4.6. Application for granting Access Rights**

Any necessary Access Rights shall be granted upon filing a written application as follows:

If any Party reasonably believes that it is technically impossible to carry out the work assigned to them under the Project or to use the Knowledge resulting from the Project and owned by them, or that there would be a significant delay in doing so, without having Access Rights to another Party's Background Knowledge or another Party's Knowledge that was produced due to the Project, said Party will timely request in writing to be granted Access Rights by the Knowledge beneficiary, specifying the necessary Rights extent and adequately documenting their request.

*(Granting access rights may depend on the acceptance of specific terms ensuring that these rights shall be used for this specific purpose they are granted for and all obligations to confidentiality shall be fulfilled).*

#### **6.4.7. Software**

The Parties agree that Access Rights pertaining to Software shall not imply accessing the Source Code, but only the Object Code, unless it is otherwise agreed herein.

For Software constituting Background Knowledge or Knowledge produced due to the Project, the Parties agree that they shall have Limited Access to the Source Code in order to implement the work

assigned to them under the Project, but they shall not have any access to the Source Code for any other use. Each Institution granting Software licences shall be entitled to request for a prior written agreement to be concluded with the authorised institutions. Such agreement shall specify and secure the protection of the Institution's proprietary rights.

## **ARTICLE 7 - LIABILITY OF THE COLLABORATING INSTITUTIONS**

### **7.1. Liability for indirect damage**

The Parties are not responsible for any indirect or consequential loss or damage, such as loss of profit, loss of income or termination of contracts, among others.

### **7.2. Third-party liability**

Each Party is fully responsible against third persons for any loss, damage or injury caused exclusively due to the execution of works under the Project.

### **7.3. Liability for subcontractors**

Each Party is fully responsible for executing the part of the Project assigned to them, based on the Proposal and the PTB, as well as for any works executed by third persons acting on their behalf (subcontracting). Therefore, each Party shall ensure that:

- (i) said third persons comply in full with the terms of the Call, the MIG, the FAD, this Agreement and the overall legislation in force,
- (ii) the other Parties' Access Rights are not affected and
- (iii) the third persons will not have any access to another Party's Background Knowledge or to Knowledge produced due to the Project, without the latter's written consent.

## **ARTICLE 8 - VIOLATION OF TERMS, PARTY WITHDRAWAL**

### **8.1. Violation of terms**

In case any Party violates the terms of this Agreement, the FAD, the Call or the MIG, the HI-PC shall take care to communicate a document, through which the violating Party is called to make amends for the violation within the deadline specified in the document, which may not exceed sixty (60) days. If the other Parties believe that it is not possible to make amends for the violation within the above-mentioned deadline, the aforementioned document is not sent and this Agreement may be early terminated against the violating Party, following a relevant notification that is communicated by the HI-PC ..... (...) days prior to the termination. The same procedure occurs also when the violation is not rectified within the deadline specified in the document mentioned in the first section of this paragraph. In this case, the violating Party shall be replaced by another Collaborating Organisation or the Project part, that corresponds to the violating Party and has not been executed until this Party's withdrawal from the Project, is undertaken by another Party, in accordance with the procedure described in the MIG.

### **8.2. Party withdrawal**

Any Party may ask to discontinue their participation in the Project, giving a written, adequately justified notice to the other Parties at least ..... (...) days/months in advance, only for serious reasons (such as, indicatively, proven interruption of activities or operation failure of the said Party), provided that the H.F.R.I. is previously informed and accepts the amendment in question.



### **8.3. Withdrawal consequences**

In case of withdrawal:

**i.** The withdrawing Party accepts to treat as confidential any information designated as such according to article 11 herein, for a period of ..... years following the withdrawal date and not to apply or use Knowledge arising from its participation to the Project for acquiring patents or other intellectual property rights.

**ii.** After the withdrawal, the withdrawing Party loses its Access Rights to Background Knowledge and Knowledge produced under the Project. By exception, it may keep Access Rights to Background Knowledge and Knowledge produced under the Project owned by the other Institutions (in the form it existed during the withdrawal date), if: (a) this is required for using Knowledge, which the withdrawing Party is a co-beneficiary of and (b) granting of said Access Rights is requested within at least ..... (...) years from the withdrawal date.

**iii.** The other Parties shall keep Access Rights to Background Knowledge and Knowledge produced under the Project owned by the withdrawing Party, exclusively for research purposes under the Project and until the Project is completed, according to the terms of article 6 herein.

**iv.** The withdrawing Party should restore any damage caused by its withdrawal to another Party.

**v.** The withdrawing Party should fulfil all its financial obligations, which were created before the withdrawal date.

**vi.** The withdrawing Party must return the total funding amount received by the H.F.R.I., except the amount for costs incurred until the withdrawal date, provided these have been certified by the H.F.R.I.

The withdrawing Institution must return any equipment or materials provided to it by the other Parties in the context of the Project.

**vii.** The withdrawing Party agrees to provide adequate support to the other Parties in the context of the Project and the relevant deliverables, even after its withdrawal, in order to ensure the successful completion of the Project part assigned to it (in line with the provisions of the FAD, as specified before its withdrawal).

### **8.4. Participation of a new Collaborating Organisation to the Project**

#### **8.4.1. Participation of a new Organisation**

The participation of a new Collaborating Organisation to the Project may be decided according to the terms of the MIG, following a unanimous decision of the Parties, and is subject to the H.F.R.I.'s approval.

#### **8.4.2. Participation terms pertaining to the new Organisation**

By participating to the Project, the new Collaborating Organization accepts the terms of the Call, the MIG, the FAD and this Agreement. The accession of the new Collaborating Organisation to the Project shall be valid from the date the HI-PC receives the pertinent approval decision of the H.F.R.I. The accession of the new Collaborating Organisation to the terms herein is valid as soon as the pertinent amendment is signed.

#### **8.4.3. Access Rights**

The new Collaborating Organization has access to the Parties' Background Knowledge for research, use or dissemination purposes, following a written request and in accordance with the respective terms of



Article 6 herein. However, a Party may not grant the new Collaborating Organisation Access Rights to all Background Knowledge or part thereof, after giving the other Parties a written notice prior to the signature of the pertinent amendment of this Agreement and provided that this denial does not affect the implementation of the Project. The new Collaborating Organization shall have access to the Background Knowledge of the Parties, provided this is required in order to execute the Project part assigned to it.

## **ARTICLE 9 - VALIDITY PERIOD**

### **9.1. Entry into force**

This Agreement shall enter into force on .../.../... and remain valid at least until the Project end date, as specified in the FAD and the Project Completion Decision, and in any case until all obligations of the Parties are fulfilled in full, as specified herein, in the FAD as well as the MIG.

### **9.2. Early termination**

This Agreement shall be terminated ipso jure, without any claim or liability of the Parties against each other, in case: (a) the FAD is revoked or (b) the Project is discontinued.

## **ARTICLE 10 - OTHER CONSEQUENCES RESULTING FROM THE TERMINATION**

The Parties' rights and obligations shall not be affected by the termination of this Agreement. In particular, no Party shall be relieved, due to its withdrawal or the discontinuation of the Project, from:

- i. its obligations, as arising from the Call, the MIG, the FAD and this Agreement, with regard to the Project part that has been implemented (or that should have been implemented) until the Party's withdrawal date or the Project's discontinuation date (including any deliverables and other documents/information) and
- ii. any obligations or responsibilities resulting from the withdrawal or the discontinuation.

## **ARTICLE 11 - SECURING PRIVACY/CONFIDENTIALITY**

**11.1.** During the duration of the Project and for a period of ..... years from its completion, the Parties shall deem and treat as private/confidential any information that was communicated to them during the Project by another Party and was explicitly designated as such by the said Party.

Therefore, each Party agrees and undertakes to act as follows:

- i. the Party who received confidential information shall not use it for any purpose other than the one set in the context of the terms of the FAD and this Agreement,
- ii. the Party who received confidential information shall not reveal this to any third person without the prior written consent of the Party who communicated it and
- iii. it shall not be allowed to copy or reproduce confidential information in whole or in part, in any way, without the prior written consent of the Party who communicated it.

**11.2.** This article shall not be violated, if the confidential information:

- i. has been published any time prior or after its communication,
- ii. is already known to the Party who received it, based on proof,
- iii. has been legally received, without any violation of this Agreement, by a third person, who is not bound by the terms herein,
- iv. has not been adequately and clearly designated as confidential.

**11.3.** The Parties undertake to enforce any obligations resulting from this article against their staff (permanent and temporary), as well as against any third servant or vicarious agent receiving confidential information, during the Project, after its completion as well as after the termination of the third person's relation to the Party and until the end of the period defined in par. 1 herein.

#### **ARTICLE 12 - NATURE OF THE PARTIES' COLLABORATION**

This Agreement shall not constitute any joint venture, partnership, corporate scheme or other independent legal entity among the Parties.

#### **ARTICLE 13 - DOCUMENTS / COMMUNICATIONS**

All communications under this Agreement shall be done in writing and shall be properly signed. All communications and documents related to the Project shall be sent to the HI-PC as well.

#### **ARTICLE 14 - LANGUAGE**

This Agreement is drafted in Greek. The Greek language shall be used, as a general rule, for all documents, notifications and meetings related to the Project as well.

#### **ARTICLE 15 - ANNEXES / CONFLICT OF TERMS**

The following Annexes<sup>3</sup> are an integral part of this Agreement:

- Annex A: Allocation of resources
- Annex B: Background Knowledge (if applicable)
- Annex C: List of instruments and equipment to be contributed by each Institution to the Project (if applicable)

In the event of a conflict between the terms of the Agreement and the terms of the Annexes, the terms of the Agreement shall prevail. In the event of a conflict between the terms of the Agreement and the terms of the FAD (including its Annexes, which form an integral part of the FAD), the terms of the FAD shall prevail.

#### **ARTICLE 16 - AMENDMENTS**

**16.1** The rights and obligations of the Parties resulting from this Agreement may not be assigned or transferred, in part or in whole, to any third person, without the prior written consent of the other Parties and without prejudice to the terms of the FAD and the MIG.

**16.2** In case any term herein is substantially different from the terms of the FAD or the MIG, the Parties undertake to immediately amend this Agreement accordingly, if deemed necessary by the H.F.R.I.

**16.3** It is agreed that all terms herein shall be substantial and they may be amended only by a more recent written agreement of all Parties.

#### **ARTICLE 17 - ANNULMENT OR INABILITY TO FULFILL**

In case any term herein is judged or proves to be void or voidable (even in part), this shall not affect the force and validity of the other terms of the Agreement.

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<sup>3</sup> The Annexes of the Agreement are optional and may be omitted, depending on the rules agreed by the Institutions. However, it is recommended to include them in the Agreement, as they are particularly helpful for the smooth execution of the project.

**ARTICLE 18 - APPLICABLE LAW**

This Agreement is governed by Greek law.

**ARTICLE 19 - DISPUTE SETTLEMENT**

In the event of a dispute arising as a result of this Agreement or with regard to the interpretation or the execution or the application of this Agreement, the Parties shall make any effort to achieve an amicable solution, according to the rules of good faith and honest business practices. For any dispute, which cannot be solved according to the above-mentioned provisions, the relevant case should be heard in the courts of ..... [location].

This Agreement has been drafted to prove the above and, after it was read and confirmed by the Parties, it was lawfully signed in ..... (.....) identical originals. Each Party received ..... (.....) original/originals.

**THE CONTRACTING PARTIES**

**FOR THE HI-PC**

**FOR THE COLLABORATING ORGANISATION 1**

**FOR THE COLLABORATING ORGANISATION 2**

**FOR THE COLLABORATING ORGANISATION 3**

**FOR THE COLLABORATING ORGANISATION 4**

**ANNEXES**

ANNEX A: Allocation of resources

ANNEX B: Background Knowledge (if applicable)

ANNEX C: List of instruments and equipment to be contributed by each Institution to the Project (if applicable)