

Direction générale déléguée à la formation et à la vie universitaire (DGD FVU)

**Extrait des délibérations
de la Commission de la Formation et de la Vie Universitaire du Conseil Académique
de l'Université Grenoble Alpes
Séance plénière du jeudi 11 avril 2019**

D08_110419

L'an deux mil dix-neuf, le onze avril à seize heures, la Commission de la Formation et de la Vie Universitaire du Conseil Académique de l'Université Grenoble Alpes était rassemblée en séance plénière, dans l'amphithéâtre de la Maison Jean Kuntzmann après convocation légale, sous la présidence de Nicolas LESCA, Vice-président Formation.

Point à l'ordre du jour : Approbation de la création de 3 parcours en M2, au sein de la mention Nanosciences et Nanotechnologies :

- *Quantum and Nanoscale Engineering – EMM-Nano+*
- *Nanobiotechnology – EMM-Nano+*
- *Nanochemistry – EMM-Nano+*

Membres présents : Valérie CHANAL, Sylviane HENNEBICQ, Romain TINIERE, Jean-Gabriel VALAY, Delphine ALDEBERT-MORIN, Viviane CLAVIER, Séverine RUSET PENKETH, Virginie ZAMPA, Jacky CUVEX-COMBAZ, Isabelle DELHOTEL, Elise DECEUNINCK, Marie MAZENOT, Martin OUDART, Emmy MARC.

Membres représentés : Thierry MENISSIER (procuration à Valérie CHANAL), Patrice MORAND (procuration à Sylviane HENNEBICQ), Dominique RIEU (procuration à Jacky CUVEX-COMBAZ), Philippe SALTEL (procuration à Jean-Gabriel VALAY), Pierre GILLOIS (procuration à Delphine ALDEBERT-MORIN), Patricia LADRET (procuration à Séverine RUSET PENKETH), Christine CHAUBET (procuration à Romain TINIERE), Cédric LAURENT (procuration à Isabelle DELHOTEL), Karin KAMALANAVIN (procuration à Emmy MARC).

Membres absents ou excusés : tous les autres membres.

Rapporteur : M. Nicolas LESCA, Vice-Président en charge de la Formation.

La création des 3 parcours en M2, *Quantum and Nanoscale Engineering – EMM-Nano+*, *Nanobiotechnology – EMM-Nano+* et *Nanochemistry – EMM-Nano+*, au sein de la mention Nanosciences et Nanotechnologies est soumise au vote ; le résultat est le suivant :

Membres en exercice	52
Membres présents	14
Membres représentés	9
Nombre de votants	23
Voix favorables	23
Voix défavorables	0
Abstentions	0
Voix non exprimées	0

Après en avoir délibéré, la commission de la formation et de la vie universitaire approuve à l'unanimité de ses membres présents et représentés, la création des 3 parcours en M2, *Quantum and Nanoscale Engineering – EMM-Nano+*, *Nanobiotechnology – EMM-Nano+* et *Nanochemistry – EMM-Nano+*, au sein de la mention Nanosciences et Nanotechnologies.

Fait à St Martin d'Hères, le 17 avril 2019

Pour le Président et par délégation
Le Vice-président en charge de la Formation

Nicolas LESCA



N. LESCA

Publié le : 13/05/2019

Transmis au Rectorat le : 13/05/2019

**ANNEXES DE L'EXTRAIT DES
DELIBERATIONS
N°D08_110419**

	CREATION / MODIFICATION DE PARCOURS	Formulaire
		Gestion évolutions Offre de Formation
		ODF A
Nom du fichier : AnnexeD08a_FVU_F_creat_3P_EMNano+_Phitem_V27_03_DF280319	Dernière mise à jour : 15/01/2019	Page 1 sur 3

☒ CREATION

☐ MODIFICATION

Année universitaire concernée:2019-20

Date de la demande :08/03/2019

Composante : UFR Phitem

Département (le cas échéant) :

Responsable pédagogique :

Domaine de la formation (ALL – DEG – SHS – STS) : STS

Diplôme (Licence/LPro/Master) : MASTER

Mention de diplôme : Nanosciences et Nanotechnologies

Intitulé du parcours :

Quantum and Nanoscale Engineering – EMM-Nano+

Nanobiotechnology– EMM-Nano+

Nanochemistry– EMM-Nano+

En : M1 ☐ M2 ☒

Date de validation en Conseil de composante : 28/03/2019

(Préalable obligatoire avant passage en CFVU)

Éléments de contexte de la demande :

Objectifs de la formation (pour une création)

Ou s'il s'agit d'une demande de modification dans un parcours, en indiquer les raisons.

Dans le cas de modification(s) dans un parcours, toutes les parties suivantes ne devront être remplies que si elles sont impactées par le changement.

La création fait suite à la mise en place du nouveau programme de Master européen Erasmus-Mundus en Nanosciences-Nanotechnologies EMNano+ (agreement number 2017-1921/001-002) à la rentrée de septembre 2018. L'Université Grenoble-Alpes, partenaire de ce nouveau programme, va accueillir les premiers étudiants (en Master 2) à la prochaine rentrée universitaire en septembre 2019. L'Université Grenoble-Alpes propose 3 nouveaux parcours-types de Master 2 aux étudiants de ce Master européen: "Quantum and Nanoscale Engineering-EMM-Nano+", "Nanobiotechnology-EMM-Nano+", "Nanochemistry-EMM-Nano+".

Les modalités de gestion des étudiants sont très différentes de celles des parcours de Master 2 déjà existants dans la mention et nécessitent d'ouvrir un parcours spécifique pour le master européen. Ces modalités particulières sont actées dans l'accord de consortium en vigueur depuis septembre 2018 :

- Pas de validation de crédits ECTS par semestre ou année.
- Décompte définitif des crédits validés par les étudiants lors du jury d'admission qui a lieu à l'issue des deux années de formation.
- Choix d'un nombre de crédits ECTS variable entre la première année de Master à l'Université KU-Leuven et la seconde année à l'Université Grenoble-Alpes.
- Un étudiant est diplômé s'il a validé au moins 54 crédits ECTS à l'Université de KU-Leuven (Master 1) et à l'Université Grenoble-Alpes (Master 2) et s'il a validé au moins 120 crédits ECTS en tout pendant les deux années.

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Page 2 sur 3		

**Publics concernés (FI, FC)
Et effectif attendu par public**

FI : Oui - 10
FC : pas de formation continue

Modalités (présentiel, EAD...)

Présentiel, distanciel (visio-conférence), workshop annuel en Mai

Présentation de l'équipe pédagogique

**Potentiel EC et enseignants
participant à la formation**

Les unités d'enseignement proposées aux étudiants du nouveau parcours s'appuient sur des unités d'enseignement existant dans les parcours de Master 2 de la mention Nanosciences et Nanotechnologies (parcours Nanophysics, Nanochemistry et Nanobiosciences). L'équipe pédagogique du parcours s'appuie également sur les équipes pédagogiques des 3 parcours de Master 2.

La coordination générale du Master est prise en charge par l'Université KU-Leuven sous la responsabilité du Professeur Bart Soree. La coordination locale à l'Université Grenoble-Alpes est assurée par un enseignant du département Phitem (Pr David Ferrand). La gestion administrative est assurée par Dounia Moukadem.

Les décisions relatives à l'organisation et au fonctionnement du parcours (validation des jurys, sélection des candidats) sont prises collégialement par le bureau du Master regroupant l'ensemble des coordinateurs locaux des 5 Universités partenaires du programme.

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Organisation pédagogique

Composition des enseignements
(indiquez uniquement les enseignements sans les MCC)

Les 3 parcours comportent une offre de 31 Unités d'enseignement au premier semestre et d'un stage de recherche obligatoire au second semestre. L'offre de cours s'appuie sur les cours de Master 2 déjà ouverts dans les parcours de la mention Nanosciences et nanotechnologies.. La liste et les modalités de choix d'UEs sont définies dans les modalités de contrôle des connaissances. Les 3 parcours se distinguent par la nature des cours obligatoires et en option (voir tableau en annexe).

**Volume horaire de la
formation :**

698 h (déjà budgété dans les parcours existants de la mention Nanoscience).

Lieu(x) de la formation

L'UFR Phitem UGA (bâtiment A, bâtiment Green-Er, Phelma Minitec pour les cours mutualisés avec l'école Phelma de Grenoble-INP)

Partenariats

**Co-accréditation ou
partenariat avec un autre (ou
des autres) établissement
d'enseignement supérieur
public**

Le Master européen EMNano+ est co-accrédité par les 4 autres Universités partenaires du programme : Universités KUL Leuven, TU-Dresden, Chalmers-Goteborg, UB-Barcelona.

**Internationalisation de la
formation**

L'ouverture du parcours permet à l'Université Grenoble-Alpes d'être membre du consortium du Master européen Erasmus-mundus EMNano+.

Coût supplémentaire induit par la création/ modification de la formation :☒ **Non**☐ **Oui**

Expliquer le coût supplémentaire induit : **Pas de cout supplémentaire** mais l'ouverture du parcours permet de bénéficier de recettes supplémentaires pour la mention via les frais d'inscription reversés par l'Université de KU-Leuven qui coordonne le programme (4500 Euros pour un étudiant boursier de l'Europe, 1500 Euros pour les autres étudiants).

Tarif Formation continue : pas de formation continue



Erasmus Mundus Master in Nanoscience and Nanotechnology (EMM-Nano+)

Consortium Agreement

This Consortium Agreement is made among

1. ***Katholieke Universiteit Leuven (Belgium)***, having its registered office at Oude Markt 13, Bus 5005 3000 Leuven, Belgium, officially represented by its Rector, Professor Luc Sels and hereinafter and referred to as the Consortium Coordinator, Consortium partner or KU Leuven,
2. ***Chalmers Tekniska Högskola AB (Sweden)***, having its registered office at Kemivägen 9, Göteborg, officially represented by its President and CEO, Professor Stefan Bengtsson and hereinafter referred to as Consortium Partner or Chalmers,
3. ***Technische Universität Dresden (Germany)***, having its registered office at Helmholtzstrasse 10, 01069 Dresden, Germany, officially represented by its represented by its Vice-Rector for Academic and International Affairs, Professor Hans Georg Krauthäuser, and hereafter referred to as Consortium Partner or TU Dresden,
4. ***Université Grenoble Alpes (France)***, having its registered office at Avenue Centrale 621, 38401 Saint-Martin D'Heres, France, officially represented by its President, Professor Patrick Levy and hereinafter referred to as Consortium Partner or UGA Grenoble,
5. ***Universitat de Barcelona (Spain)***, having its registered office at Gran Via de les Corts Catalanes 585, 08007 Barcelona, Spain, officially represented by its Vice-Rector for Outreach and Internationalization, Professor Alejandro Aguilar Vila and hereinafter referred to as Consortium Partner or U Barcelona.
6. ***Interuniversitair Micro-Electronica Centrum vzw, (Belgium)*** Register of legal Entities Leuven VAT BE 0425.260.668, with its registered office at Kapeldreef 75, 3001 Leuven, Belgium and represented by Ludo Deferm, Executive Vice-President, referred to as Associated Consortium Partner or IMEC,

7. **Commissariat à l'Énergie Atomique et aux Énergies Alternatives CEA (France)**, having its registered office at 17, Rue des Martyrs, 38054 Grenoble cedex 9, France, officially represented by its Director, Dr. Emmanuel Sabonnadière and referred to as Associated Consortium Partner or CEA,
8. **Leibniz-Institut für Festkörper- und Werkstoffforschung Dresden e.V. (Germany)**, having its registered office at Helmholtzstrasse 20, 01069 Dresden, Germany, officially represented by the Executive Board, Prof. Dr. B. Hillebrands and Dr. D. Kirmse and referred to as Associated Consortium Partner or IFW-Dresden,

All Parties which have so declared their adhesion are hereinafter referred to individually or collectively as the "Party(ies)" or "Partner(s)"

PREAMBLE

WHEREAS, the Parties have decided to put forward a proposal for an Erasmus Mundus Masters Course.

On February 14, 2017 a proposal has been submitted for evaluation to the European Commission (EC) in the context of the 2017 Erasmus+: Higher Education - Erasmus Mundus Joint Master Degrees call for proposals (EAC/A03/2016, proposal reference 586531-EPP-1-2017-1-BE-EPPKA1-JMD-MOB).

On 27 June 2017 the Consortium Coordinator has been informed by the EDUCATION, AUDIOVISUAL AND CULTURE EXECUTIVE AGENCY (EACEA, hereinafter called "the Agency") that the proposal has been approved. As a result a Grant Agreement for an action with multiple beneficiaries has been signed between the Consortium Coordinator and the Agency on October 10 2017 (Agreement no. 2017-1921/001-002), hereinafter referred to as "the Contract". The proposal is part of the Contract. The Contract runs from 28-10-2017 (starting date) until 27-10-2022 (see article I.2 of Grant Agreement EACEA-U.LEUVEN).

A copy of the Contract is included in Annex I and makes integral part of this Consortium Agreement.

WHEREAS, this Contract has been signed by the Consortium Coordinator, KU Leuven, a Consortium Agreement shall specify obligations and rights of the Parties.

In consideration of the foregoing, we agree to bind ourselves according to the terms of this Consortium Agreement.

Art. 1: Main principles of the Consortium Agreement

The Parties have received, read and understood the Contract mentioned above as well as all the documents related to the Erasmus Mundus Masters Course in Nanoscience and Nanotechnology (acronym EMM-Nano+) attached to it. The Parties have also read and understood all documents related to the Erasmus+ Programme, available from the Erasmus+ website of the European Commission, and in particular the Erasmus+ Programme Guide and the 2017 EMJMD Program Handbook.

The Parties engage themselves to the same obligations that are binding KU Leuven and the Agency according to the Contract signed on October 10, 2017 to all applicable extent, with the specifications, exceptions and modifications given in the following articles.

Art. 2: Purpose of the Consortium Agreement

The purpose of this Consortium Agreement is to agree on the further development, implementation, management, quality assurance and sustainability of the EMM-Nano+ programme in the framework of the Contract. The Consortium Agreement specifies the respective rights and obligations of the Parties with regard to the running of the joint program EMM-Nano+ (Erasmus Mundus Master Nanoscience and Nanotechnology) (hereinafter referred to as the "Programme").

Except as otherwise expressly provided in this Consortium Agreement, the Parties are subject to the rules and regulations detailed in the Contract regarding both the responsibilities towards the Commission and towards other Parties to this Consortium Agreement

Section 1: Joint EMM-Nano+ curriculum

Art. 3: Educational concept

EMM-Nano+ is a student-centred curriculum, based on a strong interaction between research, innovation and education. By the cooperation between the Parties, it delivers a top quality and broad multidisciplinary basis as well as a top-level individual specialization in one of 9 areas: nanomaterials, nanochemistry, organic and molecular electronics, quantum computing, quantum and nanoscale engineering, nanoelectronics, biophysics, bionanotechnology and nanopharmacotherapy.

The Programme aims to provide excellence in education on all locations.

The Programme intends to create a community of teaching staff and students by having intense communication through networking events and modern networking tools.

Art. 4: Duration and organisation

The Programme is a two year (120 ECTS points) course. The Programme is organized by the five Consortium Partners mentioned above and constitutes a highly integrated programme, composed of course modules that are fully recognised by all Consortium Partners. It is supported by three Associated Consortium Partners, which provide access to infrastructure for nanotechnology research and development and opportunities for graduating students to continue their study with a PhD. The Programme is annually modified and updated based on the evolutions in the field of the Programme and the feedback from students and alumni.

Art. 5: Mandatory Mobility tracks

The mobility tracks are designed as shown on Figure 1, where the academic offer from each Consortium Partner is evidenced. All students start their first year at the KU Leuven where they follow a common set of compulsory courses and some electives to prepare for their specialisation option. For their second year, they select a specialization area at one of the Consortium Partners where they follow specialisation and broadening courses and do their master thesis research project.

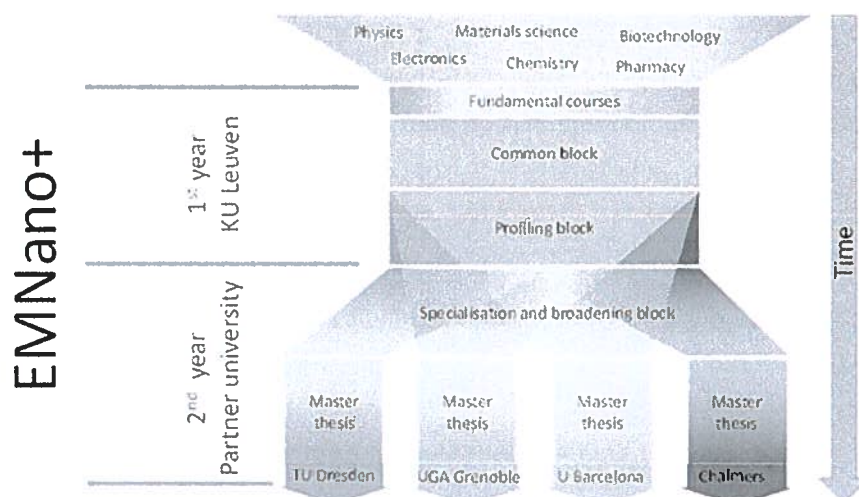


Figure 1 - Schematic of the EMM-Nano+ master programme's mobility scheme

Art. 6: ECTS system

The ECTS mechanisms for the distribution of the study load and the recognition of obtained credits are applied in the consortium. Hence, all components of the Programme are assigned ects-credits.

Art. 7: Structure and educational modules

The general structure of the EMM-Nano+ Master is a two-year program of 120 credits: 60 credits per year and per university, 30 credits per semester.

At the start of the Programme the students choose one specialization as their major theme. For this purpose the multidisciplinary field of nanoscience and nanotechnology is subdivided into 3 major themes and 9 specialisation options, as shown on Figure 2.

Specialisation group	Specialisation option	Chalmers	TU Dresden	UGA Grenoble	U Barcelona
Nanomaterials and nanochemistry	Nanomaterials				x
	Nanochemistry			x	
Quantum computing and nanoelectronics	Organic and molecular electronics	x	x		
	Quantum computing	x			
	Quantum and nanoscale engineering			x	
	Nanoelectronics		x		
Bionanotechnology and Nanomedicine	Biophysics		x		
	Bionanotechnology			x	
	Nanopharmacotherapy				x

Figure 2 – Specialisation options and role of the partners for the EMM-Nano+ master program

The Programme structure is outlined in Figure 3. The curriculum of the students contains the following educational modules:

- Nanoscience and nanotechnology fundamental courses (maximum 12 ECTS, KU Leuven)
- General interest courses (6-9 ECTS, KU Leuven)
- Core courses, including Erasmus Mundus Lecture series on Nanoscience and Nanotechnology (36 ECTS, KU Leuven)
- Specific courses (6-18 ECTS electives KU Leuven, plus 15 ECTS more as compulsory courses in second year Consortium Partner¹)
- Broadening courses (15 ECTS, second year Consortium Partner¹)
- Master Thesis research project (30 ECTS, second year Consortium Partner)

¹ At TU Dresden the specific courses are 14 or 16 ECTS for some options, and the Broadening electives are then 16 resp. 14 ECTS.

Erasmus Mundus Nanoscience and Nanotechnology (120 stp)								
Nanoscience and nanotechnology fundamentals (0-12 erts, KULeuven) Quantum Physics – 3 erts Semiconductor Physics – 3 erts Semiconductor devices – 4 erts Atom theory, chemical periodicity and chemical bond – 3 erts Structure synthesis and cellular function of macromolecules – 3 erts Electronic components, circuits and sensors – 3 erts Basics of pharmacology – 3 erts								
General interest courses (6-9 erts, KULeuven) Courses chosen from extensive list of general interest courses								
Core courses (36 erts, KULeuven) Material physics and technology for nanoelectronics – 6 erts Nanostructured biomacromolecules – 6 erts Chemistry at the nanoscale – 6 erts Technology of integrated systems – 6 erts Mesoscopic physics – 3 erts Lectures on nanoscience and nanotechnology – 3 erts Practical design for nanotechnology or project work nanoscience – 6 erts								
Nanomaterials and nanochemistry		Quantum computing and nanoelectronics				Bionanotechnology and Nanomedicine		
Option Nanomaterials U Barcelona	Option Nanochemistry UGA Grenoble	Option Organic and Molecular electronics TU Dresden, Chalmers	Option Quantum computing Chalmers	Option Quantum and nanoscale engineering UGA Grenoble	Option Nanoelectronics TU Dresden	Option Biophysics TU Dresden	Option Bionanotechnology UGA Grenoble	Option Nanopharmacotherapy U Barcelona
Specific Courses 15 erts compulsory +min 6 erts electives KULeuven	Specific Courses 15 erts compulsory +min 6 erts electives KULeuven	Specific Courses 15 erts compulsory +min 6 erts electives KULeuven	Specific Courses 15 erts compulsory +min 6 erts electives KULeuven	Specific Courses 15 erts compulsory +min 6 erts electives KULeuven	Specific Courses 15 erts compulsory +min 6 erts electives KULeuven	Specific Courses 15 erts compulsory +min 6 erts electives KULeuven	Specific Courses 15 erts compulsory +min 6 erts electives KULeuven	Specific Courses 15 erts compulsory +min 6 erts electives KULeuven
Broadening courses 15 erts electives	Broadening courses 15 erts electives	Broadening courses 15 erts electives	Broadening courses 15 erts electives	Broadening courses 15 erts electives	Broadening courses 15 erts electives	Broadening courses 15 erts electives	Broadening courses 15 erts electives	Broadening courses 15 erts electives

Figure 3 – Integrated structure of the EMM-Nano+ master program

Art 8: Role of the Consortium Partners

KU Leuven is the coordinator, provides the common part of the educational curriculum and is also the main interface with the Associated Consortium Partner IMEC.

The role of the other Consortium Partners in the curriculum is shown in Figure 2.

Chalmers offers the second year specialisation options of “Quantum Computing” and “Organic and molecular electronics”.

TU Dresden offers the options “Biophysics”, “Nanoelectronics” and “Organic and molecular electronics” and is the main interface with the Associated Consortium Partner IFW-Dresden.

UGA Grenoble offers the options “Nanochemistry”, “Quantum and nanoscale engineering” and “Nanobiotechnology” and is the main interface with the Associated Consortium Partner CEA.

U Barcelona offers the options “Nanomaterials” and “Nanopharmacotherapy”.

Art. 9: Language policy

The language of instruction is English and all courses, the supporting documentation (e.g. lecture notes, slides) and exams are in English. Beside this, the students are offered courses in the language of their study locations, both as part of the curriculum or outside the curriculum. In the first year, a

course of Dutch Language and Culture of 3 ECTS (40 contact hours) is organised as one of the General Interest courses at KU Leuven, hence as a compulsory part of the curriculum. In the second year courses in German (Dresden), French (Grenoble), Swedish (Göteborg) and Catalan or Spanish (Barcelona) are offered at the Consortium Partners outside the curriculum without acquiring credits within the programme.

The official representatives of the Parties will communicate in English. All the documents sent to the European Commission or the Agency will be written in English with a copy to the official local coordinators of the Consortium.

Section 2: Practical organisation

Art. 10. Organisation of the academic year

At KU Leuven the academic year starts at the end of September and is divided in 2 semesters (September-January and February-June) of education and study activities, each followed by semester exam periods of 3 weeks. From middle of August till first week of September a third examination period is used for resit exams.

At UGA Grenoble the academic year starts at the beginning of September and is divided in 2 semesters of education and study activities (September-February and February-September), each period includes a first session exam period of 3 weeks. One resit of the first semester exams is proposed to the students for failed exams from March to September.

At TU Dresden the academic year starts at the beginning/middle of October and is divided in two semesters (October-March and April-September) of education and study activities, including the examination period. There are 2 re-sit opportunities for failed exams.

At Chalmers the academic year starts at the end of August and is divided in two semesters (late August– mid January and late January–June). Each semester is divided into two study periods of 8 weeks of education and study activities followed by one week of examinations. There are also two re-sit opportunities during the year.

At U Barcelona the academic year starts at the beginning-middle of September and is divided in 2 semesters (September-January and February-June) of education and study activities, including the examination period.

Art. 11: Courses and course selection and approval

All courses of the Programme are implemented in the programme book and the Individual Study Programme (ISP) database of the KU Leuven. Each course receives a separate course code in that database.

At the beginning of each academic year the students select their Individual Study Program (ISP) for that year in the KU Leuven database, including the courses that are followed at the Consortium Partners. The ISP is approved by the Programme Coordinator (see Article 25). The deadline for the ISP submission is the third Wednesday of the academic year at KU Leuven. After that deadline only the Programme Coordinator can still make changes to the ISP until approval by mid-November. At the start of the second semester the ISP is opened again for a few weeks and students can make changes to their ISP for the next semester until the third Wednesday of the semester, after which the ISP is reapproved by the Programme Coordinator by mid-March. The approved ISP of each student in the second year is sent by the Programme Coordinator to the local coordinator at the partner universities.

Art. 12: Common Master Thesis rules

Each master thesis will have a promoter at the hosting Consortium Partner and one at the Consortium Coordinator. The promoter at the hosting institute should agree with the choice of the promoter at the Consortium Coordinator.

The role of the KUL promoter is to offer an external help to the Master students in the writing of their Master thesis. As a KUL promoter he is not associated to the intellectual property rights of scientific work done by the student in the hosting Laboratory (scientific articles, conferences, patents).

Students are asked to send their thesis title and the name of the two promoters to the Programme Coordinator by 31st of January of the second year of the master programme.

The thesis is defended and evaluated at the host Consortium Partner where the thesis was carried out and is evaluated by a thesis evaluation commission, composed of the two thesis promoters, the daily supervisor (in case he is different from the promoter), and one referee, who does not belong to the same research group as the promoter.

The thesis evaluation is based on 2 grades which are given as follows:

1. 1 grade is given for the final thesis report to the local coordinator. The obtained score for the thesis is obtained based on a weighted average of the individual scores of the members of the evaluation commission. The score is calculated based on the following weights: 1/3 for the local promoter/daily supervisor, 1/3 for the KU Leuven co-promoter and 1/3 for the external referee. The scoring is based on the content of the work as well as the quality of the manuscript (scientific content, style, language, care, legibility, structure).
2. 1 grade is given for the defense in consensus among the assessors. The scoring is made on the basis of the quality of the presentation (style, language, care, structure, completeness, and timing). The co-promoter of KUL is invited to attend the defense by Skype or phone connection.

The weighting factor of the mark of the final thesis report is two; the weighting factor of the mark of the defence is one. The final scoring of the master thesis is sent by the local university coordinator to KU Leuven in the common scoring system of the master programme, as described in Article 16.

Art 13: Common Spring workshop and Cleanroom training

Each year a common Spring workshop and cleanroom training are organized at the end of April or beginning of May. Both events are organized at one of the second year Consortium Partners with help of the Programme Coordinator. The cleanroom training is compulsory for ALL first year students, the Workshop is compulsory for both first and second year students. During the workshop, 2nd year students present their current thesis work. The practical organisation and the agendas of both events are agreed upon at the Executive Board meeting.

Art. 14: Organisation of the examinations

The examination of each course is organized by the Consortium Partner hosting the student according to the local examination rules of the Consortium Partner. The local examination rules for each partner university can be consulted at the following websites:

KULeuven:

<https://www.kuleuven.be/education/regulations/2017/>

TU Dresden:

For the specialization Biophysics:

http://www.biotec.tu-dresden.de/fileadmin/teaching/CurriculumNano/150720_PruefO_Nanobio_en.pdf

for the specialization Nanoelectronics:

<https://tu-dresden.de/ing/elektrotechnik/ressourcen/dateien/studium/master-nes/mpo-nes-2014-englisch.pdf?lang=en>

for the specialization Organic and Molecular Electronic:

https://tu-dresden.de/mn/ressourcen/dateien/studium/organic-and-molecular-electronics-master/PHY_88_AEB_2014_AB_2015_00_PO_EM_Eng-2.pdf?lang=en

UGA Grenoble:

<http://formations.univ-grenoble-alpes.fr/en/catalog/master-s-degree-XB/sciences-technologies-and-health-STs/master-in-nanosciences-and-nanotechnologies-program-program1-master->

nanosciences-et-nanotechnologies-en/nanophysics-subprogram-subprogram-parcours-nano-physics-en.html

Chalmers:

<https://student.portal.chalmers.se/en/chalmersstudies/joint-rules-and-directives/Pages/joint-rules-and-directives.aspx>

University of Barcelona:

http://www.ub.edu/acad/noracad/avaluacio_en.pdf

Art. 15: Pass/fail criteria and resit exams for individual courses

The ECTS-credits for an individual course are secured if the student passes the exam, according to the local rules of the university. A student who does not pass the exam of a course, can get one or more resits in the same academic year, according to the rules of the Consortium Partner.

At KU Leuven a student can do maximum one resit exam within the same academic year and only for failed courses. The best score of the two exams is the final score.

At UGA Grenoble a student can do maximum one resit exam within the same academic year and only for failed courses. The score of the resit exam is the final score.

At TU Dresden, a failed module exam can be retaken once within one year after completion of the 1st exam attempt. A 2nd repetition is only possible at the next exam period. Retaking of passed courses is not possible.

At Chalmers there are one to two re-sit opportunities during the year, both for failed and passed courses. In case of resits for passed courses, if the new result is higher the new score will be registered, otherwise it remains unchanged.

At U Barcelona a student can do maximum one resit exam within the same academic year and only for failed courses. The best score of the two exams is the final score. In case that a student wants to take an examination-based assessment, the student must inform the coordinator of the subject and officially notify the coordinator of the master within the established terms. The mandatory activities during the course must also be completed in order to be entitled to take the final exam. In this modality, students are also entitled to a resit exam the same academic year and only for failed courses. The best score of the two exams is the final score.

Art. 16: Common scoring system

The teaching staff/examiners of any Consortium Partner are responsible for the examination of the respective courses taught, on the basis of the local scoring system. The local scores are converted into a common scoring system. This score system contains the obtained scores at the two Consortium

Partners, including the master thesis. For the master thesis the score is determined based on the common master thesis rules, as described in Art. 12.

The academic coordinator of each Consortium Partner is responsible for the delivery of the examination scores to the Programme Coordinator of the KU Leuven using the Consortium's common grading scale ranging in 6 categories from 8 to 20, using the conversion table in Figure 4.

	Fail	Sufficient	Good	Very good	Excellent	Exceptional
Common EMNano+ score	8	11	13	15	17	19
KU Leuven	<10	10-11	12-13	14-15	16-17	18-20
Université Grenoble Alpes	<10	10.00-11.99	12.00-13.99	14.00-15.99	16.00-17.99	18.00-20
Chalmers University (raw score)	<40%	40-59%	60-69%	70-79%	80-89%	90-100%
TU Dresden	5.0	4.0-2.7	2.6-1.8	1.7-1.4	1.3-1.1	1.0
Universitat Barcelona	<5	5.0-5.9	6.0-6.9	7.0-7.9	8.0-8.9	9.0-10

Figure 3 Common scoring conversion table of the Emm-Nano+ master program

The scores and the ECTS credits on each course unit are stored in the ICTS system of KU Leuven which is coupled to the Individual Study Programme (ISP) database where the student has selected his/her courses (see Art.11). The scores are monitored by the Consortium's Common Examination Commission (see Art. 19) as a part of the quality assurance of the Programme (incl. a statistical analysis a posteriori).

Art. 17: Grading

At the end of the Programme, for each student a GPA percentage is calculated by weighing every score with the number of credits for the corresponding course. Based on this GPA the students are assigned a grade of merit, primarily based on this weighted composite examination score and ECTS credits on the different parts of the programme and after judgment of the Examination Commission.

The assignment of the grade of merit is done based on the following criteria:

- Cum fructu (Sufficient) for a GP of less than 68%
- Cum laude (Distinction) for GP of minimum of 68%
- Magna cum laude (Great distinction) for a GPA of minimum of 77%
- Summa cum laude (Greatest distinction) for a GPA of minimum of 85%
- Maxima cum laude (Greatest distinction and congratulations of the examination board) for a GPA of minimum of 90%

Art. 18: Pass/fail criteria for the program

The student obtains the master degree if he/she has obtained a minimum of 120 credits in total and a minimum of 54 credits at each of both Consortium Partners where he/she is following the Programme. For this criterion the credits for the Lecture Series, which runs over both academic years

and credits for internships, which run in the summer between year 1 and year 2, are considered KU Leuven credits.

If the student did not obtain his/her 60 credits at the first year university, the extra courses that he/she will follow at the second year university can be chosen from the elective broadening courses of the second year university². A student can, however, not fail the selected fundamental courses and the compulsory core courses at the KU Leuven nor the compulsory courses and the master thesis at the second year university. In case a student fails a fundamental or a core course in the first year he/she has to re-register for the course and come back to retake the exam during the second year.

Art. 19: Common Examination Commission

A Common Examination Commission is formed composed of the academic coordinators of the Consortium Partners, and chaired by a representative of the Consortium Coordinator. The Programme Coordinator acts as the secretary of the Common Examination Commission. The ombudsperson of the Consortium Coordinator is also attending the examination commission.

The commission meets three times per year by phone meeting: beginning of July, middle of September and middle of October.

By the end of the first academic year, the Common Examination Commission summarizes the results of all first year students and takes decisions on:

- advice on resit of exams
- the eventual inhibition of grants to students;

At the end of the Programme, all students are evaluated by the Common Examination Commission. Based on the scores and credits obtained by the students this commission will make the final decision on pass/fail and on the obtained grade for each student, according to the rules stipulated in Art. 18 and 16, respectively.

Art. 20: Appeals related to examinations

Appeals related to examinations follow the regulations of each Consortium Partner.

. After the publication of the results the students can make an appeal within a period of 2 months.

The examination commission will evaluate its acceptability at earliest convenience.

Art. 21: The degrees and diplomas awarded

The Programme leads to a joint degree diploma from the two Consortium Partners where the student has studied. The degree diplomas are recognised by the legal authorities of the country of each Consortium Partner. Each Consortium Partner takes care of the accreditation of the Programme,

² Due to Swedish legislation tuition-fees at Chalmers cover payment for courses and final thesis project for a total of 60 credits. All additional courses taken by the student shall be paid separately.

following the legislation of their country (see also Section 7). The consortium aims to apply as soon as possible the European Approach for accreditation of the program (https://www.eqar.eu/fileadmin/documents/bologna/02_European_Approach_QA_of_Joint_Programmes_v1_0.pdf) as soon as it is possible in all countries of the consortium.

The joint diploma is in English, with a translation in Dutch and in the language of the second year university at the backside. The diploma is signed by the rector of the KU Leuven, and by one or more representatives of the second year university: for UGA Grenoble the president of the university, for TU Dresden the rector and the TU Dresden member of the examination commission, for Chalmers the officer of degree on behalf of the president of the university, for U Barcelona the rector of the university.

The students also receive a Joint Diploma Supplement, which is made according to the European guidelines, and which includes the transcripts of courses and the obtained scores for the two years. The Diploma supplement is signed by the Chair of the Common Examination Commission and by the member of the examination commission representing the second year university, except for UGA the diploma supplement will be signed by the president of the University.

The Joint Diploma and the Diploma Supplement are delivered by the Consortium Partners, technically prepared by the Consortium Coordinator (KU Leuven).

The documents are sent by the registrar of the KU Leuven to the partner coordinators who take care that they are signed and sent back to the KU Leuven as quickly as possible. The KU Leuven then contacts the students to know where they have to be delivered and takes care of the delivery.

The second year university also delivers to the students a transcript of the courses followed at their university and the obtained scores in their local score system.

For students doing their 2nd year of this master at the partner university UGA an additional diploma compliant with the French legislation will be delivered together with the Joint master degree diploma from KULeuven. This additional bilingual diploma will contain a French and Dutch text and will be printed by UGA. This diploma will be signed by the president of UGA, the rector of the academy, chancellor of the University and the rector of the KULeuven.

The diplomas and diploma supplements are delivered maximum 6 months after the official graduation of the students, which is the date when the examination commission took the decision on graduation.

Section 3: Joint student admission, recruitment and selection

Art. 22: Joint admission criteria

The Consortium Partners use common admission criteria for the Programme.

Admitted are top-level Bachelor students in physics, applied physics, chemistry, biochemistry, electrical engineering, material science, pharmacology or a related discipline, with a proven background in advanced mathematics (including differential equations, Fourier series etc.), physics and chemistry., organic and inorganic chemistry, electromagnetism, eventually also notions of electronic circuits, cell biology and biochemistry, molecular architectures and recognition or chemical material science.. Students in their last year of such a bachelor programme are also considered. Nevertheless, it is mandatory that students have finished a bachelor degree in the field mentioned above for being registered. A minimum of 180 credits (equivalent to the ECTS credit system, i.e. corresponding to a minimum of 3 years of bachelor study) and a GPA (Grade Point Average) of at least 75% of the scale maximum is required.

Students should prove a good command of English, applicants enrolling for the first time at KULeuven prove their English language proficiency by means of an IELTS or TOEFL test. The minimum score required for IELTS is 7 (with no subscore under 6.5), for the TOEFL internet-based test it is 94 (with no subscore under 22). Applicants with a university degree or high school degree earned in Australia, English-speaking Canada, Ireland, New Zealand, United Kingdom or the USA are exempted from this requirement: the degree and transcripts suffice, provided they confirm that the entire study was completed in English.

The admission policy is intended to ensure equal opportunity of access to higher education for qualified European and third country students.

The total amount of students admitted to Chalmers during the second year is limited to 10 students from EU/EEA countries or Switzerland and additional 15 students from non-EU/EEA countries (subject to the payment of tuition fees).

Art. 23: Joint application and selection procedure

A common application and selection procedure is in place and is announced at the Programme website (www.emm-nano.org).

The application deadline is January 31 for partner country students and May 31 for program country-students, but can be changed by the Executive Board if necessary.

Applications have to be submitted online through the Programme website, supplemented with the required documents to be defined every year by the Consortium (a motivation letter, 2 recommendation letters, a full CV, language skills certificates, legalized copies of diploma's and transcripts, an Annex with some declarations on residence and other Erasmus mundus scholarship applications as given in Annex II etc.).

All applications are administered by the Admissions Office (AO) of KU Leuven. The AO checks all applications in terms of formal compliance with the admission requirements, and gives advice on the quality or ranking of the university of origin of the applicant.

Those applications that meet the standards are evaluated by the selection committee consisting of the Programme Director and an academic representative of each Consortium Partner. The selection criteria are the applicants background and previous education, the applicants excellence based on the obtained GPA, the English language skills and the completeness of the application file. In case of doubts about the language skills or any other of the selection criteria a phone or Skype meeting with the student can be set-up.

The members of the selection board score every application, the scores are averaged and the applicants are ranked based on the average of the five Consortium Partners. Based on this ranking and after an internal discussion during a meeting of the selection board, the selection is decided. The final list of selected students is drawn up and approved by the selection committee, including a number of ranked candidates for the EU scholarships, and a number of reserve applicants should any selected student be unable to take up a scholarship/place.

The ranking made by the Consortium must comply with the rules applicable to the selection procedure of grantees defined each year by the Agency of the Commission for the main list as well as for the reserve list. The final results have to be ready before the deadline yearly set by the Agency for the applications to an EM scholarship.

Art 23bis Appeal related to application and selection procedure

After the decisions of the selection have been communicated, applicants have the possibility to appeal against the decision made by the Executive Board. An appeal can only be made against the selection procedure, and not to the outcome of the selection status. An appeal should be made by sending an appeal form via registered mail to the EMM-Nano+ secretariat. The form should state the reason of the appeal, including proof of additional supporting documents (if applicable). An EMM-Nano+ Appeal Form will be made available via the website (Annex III). The appeal has to be sent within 8 working days (with the date of postmark as proof) after receipt of the selection results. Once the EMM-Nano+ Secretariat receives the appeal form, the sender will receive an acknowledgement of receipt by email. The appeal will then be investigated by the EMM-Nano+ Coordinator and Secretariat, and if needed extra feedback will be obtained from the EMM-Nano+ Executive Board. Within 15 working days after having received the appeal, the appellant will receive the outcome of the appeal with the reasons for rejecting or accepting it.

Art. 24: Admission letter and student agreement

After selection, each student receives an admission letter and a student agreement, stipulating his/her individual mobility path, an eventual scholarship or tuition waiver granted by the Executive Board and his/her rights and obligations. The student agreement is signed both by the student and the Consortium, represented by the Programme Coordinator. A draft student agreement is added in Annex V.

All Consortium Partners agree to enrol selected students as full-time Master students and to provide appropriate guidance and services to the students.

Section 4: Consortium management and obligations of the Partners

Art. 25: The Consortium management

The Programme is managed by an Executive Board, with appointed representatives of each of the Parties. KU Leuven is Consortium Coordinator.

The KU Leuven appoints a Programme Coordinator who is responsible for the overall management of the Programme. An administrative and operational coordinator is supporting the Programme Director for the logistic and administrative tasks of the Programme and is head of the Programme's secretariat and student's main interface. At the signing of the Consortium Agreement the Programme Coordinator is Prof. B. Soree, and the administrative and operational coordinator is Mrs. E. Delfosse.

At each of the Consortium Partners there is also an academic as well as an administrative local coordinator, who is responsible for the management of the Programme at the local level and for the issues dealing with the interface between their institute and the rest of the Consortium. At the signing of the Consortium Agreement these representatives are:

KU Leuven: Prof. B. Soree (academic), E. Delfosse (administrative and operational)

TU Dresden: Prof. G. Cuniberti (academic), A. Chesneau (administrative and operational)

UGA Grenoble: Prof. David Ferrand (academic), Dounia Moukadem (administrative and operational)

U Barcelona: Prof. S. Hernandez (academic), Núria Massons i Solano (administrative and operational)

Chalmers: Prof. T. Bauch (academic) and Prof. E. Schröder (academic), E. Ericson (administrative and operational)

Moreover, each Associated Consortium Partner also has a contact person for the Programme. At the start of the Programme these are:

IMEC: Prof. G. Groeseneken, Director Doctoral Research and Academic Relations

CEA-LETI: C. Tardif, Head of ISTN (Training division)

IFW-Dresden: B. Büchner, Director of the Institute for Solid State Research

In case the names of these representatives are changing during the Programme, the Partner where the change takes place will inform the Programme Coordinator about the change. He/she will inform all the Parties.

Art. 26: Obligation of the Consortium Coordinator

The Consortium Coordinator manages the administrative, legal and financial matters of the Consortium and the Masters Course towards the Agency. The Consortium Coordinator is responsible for all contacts with the Agency.

The Consortium Coordinator shall

- take all the steps necessary to prepare for, perform and correctly manage the Programme set out in this Consortium Agreement and its annexes, in accordance with the objectives of the Programme as set out by the Agency.
- monitor that the Programme is implemented in accordance with the Contract
- be the intermediary for all communications between the Partners and the Agency, except where provided otherwise in the Contract.
- immediately provide the Agency with the information related to the change in name, address, legal representative as well as in the legal, financial, technical, organizational or ownership situation of any of the partners or to any event likely to affect or delay the implementation of the action, of which the Coordinator is aware;
- bear responsibility for supplying all documents and information to the Agency which may be required under the Contract, except where provided otherwise in the Contract; where information is required from the other Partners, the Coordinator shall bear responsibility for obtaining and verifying this information before passing it on to the Agency.
- make the appropriate arrangements for providing any financial guarantees required under the Contract;
- establish the requests for payment in accordance with the Contract;
- where it is designated as the sole recipient of payments on behalf of all of the Partners, ensure that all the appropriate payments are made to the other Partners without unjustified delay;
- bear responsibility for providing all the necessary documents in the event of checks and audits initiated before the payment of the balance and in the event of evaluation of the contract;
- transfer to the Partners, without delay, any document relating to the Programme or the grant.
- report to the Consortium in such a way that these have full understanding of the administrative, legal and financial matters.

The Consortium Coordinator shall undertake in particular:

- send the Partners copies of the Contract signed with the Agency together with annexes and any other official document concerning the Programme, such as the Project Handbook etc..
- notify and provide the Partners with any amendments made to this Consortium Agreement.
- coordination of the decision taking procedure.
- promote the Programme via the website, brochures, advertisements, articles etc.
- creation of tools shared between the Partners (website, forms, ISP-database, application website, scoring database, guidelines ...).
- collection of student applications and distribution of the applications among the Partners
- coordination of the student selection and admission procedure.
- follow up and guiding students during their preparation to come to the Programme, support with visa application etc.
- central registration of the admitted students.
- sending the student admission letters and managing the student agreements.
- payment of scholarships to students and scholars involved in the Programme.
- filling in, updating and maintaining the EMT database with the information on applicants and registered students, as requested by the Agency.
- managing of the students insurances and informing the students about it.
- organisation of a welcome session for the new students at the start of their programme
- registration, advise and approval of the students Individual Study Program in the Consortium Coordinator's database.
- organisation of a company visit for the first year students.
- collecting of all scores from the Partners and preparing and organizing the 3 sessions of the common examination commission (July, September and October)
- co-organisation of the annual Spring workshop at one of the Partner locations
- Identification and hosting of a number of research scholars and lecturers to comply with the requirements of the Contract (min 4 scholars for a minimum of 8 weeks per student intake)
- implementation of Programme changes for the next academic year after approval by the Executive Board
- organisation of two graduation ceremonies (one in July and one in September) for the graduated students.
- payments of invoices resulting from Programme general activities, even if occurring at a (Associated) Consortium Partner, when the Executive Board has agreed on the expenses, when the costs are eligible under the Consortium Coordinator's criteria, reasonable, and fitting with the current budgeting of the Consortium allocation.
- elaboration of reports (administrative and financial) to the Agency.
- organisation and preparation of the Executive Board meetings
- the coordination and approval of the industrial internships

- the printing and delivery of the joint Diploma and Diploma supplements except for the extra diploma provided by UGA Grenoble according to French legislation (cfr. Art. 27)
- the set-up and maintenance of the Programme website and the Alumni policy.
- act at all times in good faith and in a manner that reflects the good name, goodwill and reputation of the other Partners and in accordance with scientific and academic ethics.

Art. 27: Obligations of the Consortium Partners

The Consortium Partners shall provide in due time the Consortium Coordinator with the information necessary to prepare the reports required by the Agency. The Consortium Partners shall be aware that the payment of the scholarships and of the funds allocated to each Consortium Partner are subjected to the timely submission of the financial reports by the Consortium Partners to the Consortium Coordinator, then by the Consortium Coordinator to the Agency.

Further, the Consortium Partners agree to undertake the following:

- To take all the steps necessary to prepare for, perform and correctly manage the programme set out in this Consortium Agreement and its annexes, in accordance with the objectives of the Programme as set out in the Contract concluded between the Agency and the Consortium Coordinator.
- To comply with all the provisions of the Contract binding the Consortium Coordinator to the Agency.
- To communicate to the Consortium Coordinator any information or document required by the latter that is necessary for the management of the Programme.
- To inform the Programme Coordinator immediately of any change likely to affect or delay the implementation of the Programme, and of any change in its legal, financial, technical, organisational or ownership situation or of its affiliated entities and of any change in its name, address or its's legal representatives or of its affiliated entities.
- To submit in due time to the Programme Coordinator the data needed to draw up the reports, financial statements and other documents needed in the events of audits, checks or evaluation, and any other information to be provided to the Agency according to the Contract, except where the Contract requires that such information is submitted directly by the Partner to the Agency.
- Regarding the students and scholars visiting its institution, prior and during their stays:
 - Visa request: each Consortium Partner shall help to obtain the documents required by its national immigration policy, by providing all the explanations and documents helpful for the applicants.
 - Supervision of students' and scholars' status regarding national immigration policy during their stay.
 - Academic admission and registration.
 - Assistance.
- Organisation of a welcome session for the second year students at the start of their second year

- Organisation of the annual cleanroom training and Spring workshop when organized at the partner location.
- Identification and hosting of a number of research scholars and lecturers to comply with the requirements of the contract (min 4 scholars for a minimum of 8 weeks per student intake)
- Submit proposals of program changes for the next academic year to the Executive Board before the deadline of January 15.
- To accept responsibility for all information communicated to the Consortium Coordinator, including details of costs claimed and, where appropriate, expenses difficult to justify.
- To nominate at least one academic representative to the Executive Board and to the Common Examination Commission
- collecting of all scores from the local courses and sending them to the Programme Coordinator after converting into the common scoring system according to Art. 16, and sending all scores to the Programme Coordinator before the communicated deadline for the 3 sessions of the Common Examination Commission (July, September and October).
- To promptly notify any delay in performance or any event that may impact the Programme to the Executive Board.
- To inform the Executive Board of relevant information received from third parties as regards the joint master course.
- To participate in a cooperative manner at the meetings of the different bodies under this Consortium Agreement.
- To help promoting the Programme.
- U Barcelona will be responsible for the advertisement and marketing of the Programme and for the interface and advertisement of the Programme for the targeted regions (see Article 37).
- Chalmers will be responsible for the interaction and coordination of the Industrial Advisory Board.
- UGA Grenoble will be responsible for the printing and delivery of the additional bilingual diploma containing the French and Dutch text in compliance with French legislation
- To act at all times in good faith and in a manner that reflects the good name, goodwill and reputation of the other Partners and in accordance with scientific and academic ethics.

Art. 28: Obligations of the Consortium Associated Partners

The Associated Consortium Partners shall provide support to the consortium in terms of

- providing staff and experts in certain specialisation areas of the Programme
- providing access for the students to a high level and unique scientific and technical infrastructure
- human resources for coordination support, i.e the administrative coordinator and the Programme coordinator (provided by imec)
- support with the promotion and organization of the Programme
- advice in the definition and development of the curriculum

- hosting of students for internships and thesis research
- providing speakers for the lecture series
- act as interface between students and industry
- ensuring employability opportunities for the graduates of the Programme in terms of PhD positions.
- establishment of a network of companies where students and graduates can find a job after graduation
- offering research training courses (for example at CEA).

Art. 29: EMM-Nano+ Executive Board

The EMM-Nano+ Executive Board is chaired by the programme coordinator, and composed of the academic coordinators and/or the operational and administrative coordinators of the Consortium Partners and a representation of the students (maximum 3). The board is meeting minimum 3 times per year: once in November for the evaluation and start-up of the academic year, once in February or March for the non-EEA student selection, once in April or May during the joint Spring workshop. In between the 3 meetings the members of the Executive Board are in frequent and intensive contact by email or phone to follow-up the daily management of the programme.

The EMM-Nano+ Executive Board is responsible for

- the educational concept
- the educational reference framework, including the definition of the learning outcomes
- the academic implementation and the overall management of the Programme
- long term policy of the Programme
- Quality assurance of the Programme.
- adjustments in educational content of the Programme
- evaluation of the educational quality
- follow-up and feedback or complaints by students
- long term decisions on the Programme, in collaboration with the teaching staff.

For important changes to the Programme the approval of the Agency has to be obtained.

The EMM-Nano+ Executive Board takes decisions on coordination issues like

- the exchange of ECTS credits
- scoring, ranking and selection of the students and submit selection to the Agency
- decisions on appeals from applicants
- definition of the mobility paths
- definition or change of common standards for admission, common application procedure and joint student and scholar selection process.
- welcome, supervision and tutoring of the students

- advise of the students study programme
- thesis topic assignment
- score exchange among the Consortium partners
- diploma and diploma supplements
- management of the website
- promotion and public relations
- decision on tuition fees and waivers
- decision on use of the budget
- decisions on scholarships and scholarship conditions
- interface with the Agency
- approval of the progress and financial reports.

It is also responsible to carry out specific tasks, e.g. to monitor the quality of the programme, execute evaluation questionnaires with students, alumni, teaching staff etc. .

For specific agenda points other experts, such as the representative of the Consortium Coordinator's Admissions Office, faculty educational support responsible or Consortium Associated Partner representatives can be invited to the meeting.

The tasks of the Executive Board members are equally distributed between the various Consortium Partners. Decisions within the Executive Board are taken by consensus.

Beside the EMM Nano+ Executive Board the Local Teaching Committees at the Consortium Partners are also responsible for the local implementation of the decisions of the EMM-Nano+ Executive Board and for all aspects of the local courses, including quality assurance.

Art. 30: EMM-Nano+ Industrial Advisory Board

An Industrial Advisory Board (IAB) has been installed to keep the program aligned with the needs from industry. It is composed of representatives of European and non-European companies that are active in the field of Nanoscience and Nanotechnology. A balance between large companies and SME's or start-ups, and between companies active in nanoelectronics, nanomaterials, bio-nanotechnology, energy etc. is targeted.

At the signing of the Consortium Agreement the IAB is composed as follows:

- A. Goldberg – Solvay, Belgium
- M. Heuken – Aixtron, Germany
- L. Kwakman – FEI, France
- W. Coene – ASML, The Netherlands
- P. Fazan – Micron, Belgium

The Industrial Advisory Board meets at least once per year, and is requested to give advice on the content and its orientation towards the need for industry and society at large and to help in establishing the link between Programme on one hand and the needs from industry on the other hand. The Industrial Advisory Board will be asked to present observations on the Programme on an annual basis, with particular relevance to the design of the Programme and its relevance for industry. The IAB is organized and coordinated by Chalmers.

Section 5: Sustainability of the EMM-Nano+ programme

Art. 31: Commitment to continuity

All Parties are committed to the Programme and to the Consortium. They will fulfil all roles as outlined in the Contract and this Consortium Agreement in order to reach the highest quality possible in a European and global context.

Additionally to the support and funding by the European and respective national and regional authorities, all Partners will use reasonable efforts to provide the necessary financial, human and administrative means to successfully run the Programme.

On a regular basis, Parties will analyse the needs for the EMM-Nano+ Course and the European and global position of the Programme. They will take care of the continuity of the Programme and its responsiveness

Art. 32: Involvement of the industrial sector

The Industrial Advisory Board will do its best efforts to create a network of industrial partners, aiming to involve the professional sector closely to the Programme and the needs analysis mentioned in Art. 31. It will make the Programme better known in the nanotechnology industry. The Associated Consortium Partners will do their reasonable endeavours to create an optimal involvement of the industrial sector through their industrial network.

Art. 33: Educational and financial conditions for students

The Consortium Partners will try to attract top students from Europe and worldwide. It aims to create educational and financial conditions to make the participation in the Programme both attractive and attainable for students with and without an Erasmus+ scholarship. The Programme targets to attract at least 25% students without a scholarship from the EU in order to be compliant with the requirements of the Contract. If possible Consortium scholarships will be offered to top students that do not receive a scholarship from the EU.

Section 6: Financial arrangements and reporting

Art. 34: Budget and account

The Consortium Coordinator prepares a budget and an account for the total duration of the Programme. The budget is checked and adapted after each academic year.

Art. 35: Tuition fee

A common tuition fee of €9000 is charged to partner country students and € 1500 to program country students.

These tuition fees are covering:

- access for the students to the EMM-Nano+ curriculum, including all courses, examination costs, diploma delivery, administration costs, access to student services, like libraries, computer networks and electronic study environments
- subscription to a collective accident insurance policy
- subscription to an insurance for civil liability for study related activities
- subscription to a third party liability insurance policy
- affiliation with a health insurance company.

The students are insured via the Programme Coordinator. Tenant liability is not included in the insurance package and need to be covered either by the host institute or by the students themselves.

The tuition fee also gives the students the right to the following:

- a) support from the student services of the Consortium Partners:
 - access to universal social services: student employment office, medical and psychotherapeutic centres, student restaurants, and study advise office;
 - access to selective social services: student housing, in accordance with the criteria stipulated by the services;
- b) use of the library in accordance with the library regulations of the institution
- c) use of the information technology infrastructure in accordance with the specific regulations of the institution
- d) education support through the Toledo electronic learning environment (Toledo.kuleuven.be) and the learning environments at the second year Consortium Partners.

The Consortium Partners can waive part of the tuition fees for students without a scholarship or with limited financial resources in order to enable them to participate to the Programme. Students from partner countries can receive a tuition fee waiver down to 1500€, students from program countries can receive a tuition fee waiver down to 900€, to be adjusted on an annual basis. Because of Swedish

national legislation, however, waiving is not possible for partner country students that study at Chalmers. Moreover, tuition-fees at Chalmers cover payment for courses and final thesis project for a total of 60 credits. All additional credits taken by the student shall be paid separately.

Art. 36: Contribution from the European Commission

As specified in Annex III of the Contract the total contribution from the European Commission amount to a maximum of €3.012.000 and is composed as follows:

- a) a lump sum contribution from the European Commission of maximum €170000, consisting of €20.000 for the consortium management costs during the preparatory year and €50000 per student intake for a total of 3 intakes, for the management costs of the course, for the mandatory involvement of high-level invited scholars and guest lecturers and costs for the participation of the Partners in events organised by the Agency (EMJMD coordinators meeting, EMJMD cluster meetings etc.. A reduction of €1950 will be applied for each scholar week not carried out.
- b) a contribution for a maximum of 53 scholarships for a maximum €49000 per scholarship (or a maximum of €2.597.000) for students from Partner countries, to cover the participation costs (including all tuition fees, full insurance coverage and other mandatory costs related to student participation in the course), travel and installation costs and subsistence costs.
- c) a contribution for a maximum of 5 scholarships for a maximum €49000 per scholarship (or a maximum of €245.000) for students from 3 targeted regions (2 from ENI South, 1 from Brazil or Mexico and 2 from Latin America, as specified in Annex III of the Contract) to cover the participation costs (including all tuition fees, full insurance coverage and other mandatory costs related to student participation in the course), travel and installation costs and subsistence costs.

The Agency provides only scholarships for students

- coming from all countries other than the 28 EU Member States, the former Yugoslav Republic of Macedonia, Iceland, Liechtenstein, Norway, Switzerland and Turkey,
- who are not residents of any of the above countries, and who have not carried out their main activities (studies, work, etc.) for more than a total of 12 months over the last five years in any of the above countries. The five-year reference period for this 12-months rule is calculated backwards as from the submission deadline for applying for an EMJMD student scholarship.

The amount of the scholarships of maximum 49000€ is as composed as follows:

- 9000€ per year for contribution to the participation costs.

- 2.000€ per year for travel costs and 1.000€ for installation costs (total of 5000€) for scholarship holders resident of a country whose location is situated at less than 4.000 km from KU Leuven
- 3.000€ per year for travel costs and 1.000€ for installation costs (total of 7000€) for scholarship holders resident of a country whose location is situated at 4.000 km or more from KU Leuven.
- 1000 € per month for the entire duration of the Programme (24 months maximum) for contribution to subsistence costs. This contribution will not be given to scholarship holders for the periods (study /research /placement / thesis preparation) spent in their country of residence nor to scholarship holders for the periods exceeding three months (indicatively the equivalent of 15 ECTS credits) spent in any Partner Country.

Art. 37 Research scholars

The Consortium Partners agree to engage a minimum 4 different scholars/guest lecturers per student intake for a minimum of in total 8 weeks per intake. These scholars must demonstrate outstanding academic and/or professional experience and bring concrete added value to the course and students through teaching of specific classes, leading and participating in seminars or workshops, monitoring and tutoring student research/project activities, participating in thesis reviews, preparing new teaching modules, etc. They must also contribute, after their visiting scholar activities, to the promotion and dissemination of the program in their university and country of origin.

The scholars can apply via a form available at the website (see Annex IV), including a short proposal on what they will contribute during their research stay at one of the partner institutions. The applications are sent by the coordinating institutions to the partners, and the decision on giving a scholarship is taken by the Executive Board.

Art. 38: Payments and Reporting

The payments of the Agency are as follows:

- 1) a pre-financing payment of 25% of the maximum amount at the start of the Contract ;
- 2) a second pre-financing payment corresponding to 50% and a third pre-financing payment corresponding to 25% of the grant awarded, will be made subject to having used at least 70% of the previous pre-financing instalment and after the Agency has approved the relevant formal further pre-financing payment request submitted by the Coordinator in the applicable form.
- 3) Payment of the balance after approval of the final report.

Following reports must be submitted by the following dates:

- 1) a technical report by 31/10/2018
- 2) a second pre-financing request by 31/08/2019, covering the reporting period from the start of the eligibility period mentioned until the month before submission of the report;
- 3) a third pre-financing request by 28/02/2021 showing the actual use of the previous pre-financing instalments;
- 4) a final report covering the whole duration of the action, accompanied by a summary financial statement no later than 60 calendar days after the end date of the program (27-10-2022).

Art. 39: Expenditures

The income from the tuition fees and the lump sum fee from the EU is used as follows:

The income from the lump sum for the management costs is used to pay costs for the invited research scholars and lecturers as well as costs for giving consortium scholarships.

-For students from program countries, except for students studying at Chalmers, the full tuition fee (1500€) is transferred to the university where the student is studying. For students from partner countries, except for students studying at Chalmers, 50% of the tuition fee (4500€) is transferred to the university where the student is studying. These amounts are transferred by the coordinating university after receiving an invoice from the partner university at the start of the academic year. They can be used by the university to pay for their own local cost for the Programme. The other 50% of the tuition fee for the partner country students (4500€) is transferred to a consortium account at the coordinating institution and controlled by the Executive board, to pay for common costs of the Programme.

-For students from partner countries studying at Chalmers the full tuition fee of 9000€ is transferred to Chalmers at the start of the academic year when these students study in Sweden after receiving an invoice from Chalmers. This amount should cover for all local costs for the Programme. For students from program countries studying at Chalmers the full tuition fee (1500€) is transferred to the consortium account mentioned above.

-For students from partner countries who received a tuition fee waiver down to 1500€ the tuition fee is directly paid by the student to the coordinating institution and transferred to the university where the student is studying, except for students studying at Chalmers. For students from partner countries studying at Chalmers the full tuition fee of 9000€ is transferred at the start of the academic year when these students study in Sweden after receiving an invoice from Chalmers. These amounts are

transferred by the coordinating university after receiving an invoice from the partner university at the start of the academic year.

The expenditures are organized as follows:

Lump sum expenditures:

1. Invited research scholars and lecturers
2. Consortium scholarships

Common expenditures financed by consortium account:

1. Student insurance costs
2. Student travel costs spring workshop
3. Other spring workshop costs (diner, lodging students, reimbursement of eligible costs of the workshop paid directly by the local University, exceptional contribution to the cost of clean room training to complete the budget of the local University etc.)
4. Common website maintenance
5. Common lectures
6. Common advertisement & publicity program, common brochures

Expenditures by the local university financed by income participation costs:

1. Travel board members
2. Local welcome session costs
3. Eventual local registration cost (e.g. the 900 Euro for KUL, 100 Euro for TUD)
4. Cleanroom training costs
5. Local coordination costs (local website, local brochures)
6. Eventually cost of local secretary support or teaching fees (special courses, lab training)

Art. 40: Scholarship Management

All scholarships are paid to the students and scholars by the Admissions Office of the coordinating institution.

The contribution to travel and installation costs arpaidd in full to the student as follows:

- The amount that covers the installation costs is paid after the registration process at KU Leuven at the start of the first year of the master programme.
- The amounts that cover the travel costs are paid after the registration process at the start of each academic year. The amount paid to the student for year 2 remains unaffected should the student drop-out or be expelled after the third semester and before graduation.

The amount that covers the participation cost (tuition fee) is withheld directly from the scholarship at the beginning of each academic year.

The subsistence contributions are paid on a monthly basis. The payments are interrupted in case of drop out or in the month following the graduation date of the student. The monitoring of the payments is done by the consortium coordinator and reported to the Agency and to the Executive board.

The student's scholarship can be discontinued if he/she has not obtained 48 credits at the end of the first academic year without a valid reason. The decision on discontinuation is made by the Executive Board, after hearing the student. In this case the admission letter for the second year becomes invalid.

There is a day-to-day follow up on the scholarship holders, starting right after the selection. Drop-outs are replaced where possible, following the regulations described in the 2017 EMJMD Project Handbook. In general students communicate with the administrative coordinator of KU Leuven on their decisions/changes before arrival. If the student drops out when he/she already started the program, his/her scholarship is offered to the next student in the ranking or the best performing student, in accordance with the regulations of the 2017 EMJMD Project Handbook and always after consulting and in agreement with the Agency)

In all cases of interruption of the scholarship the student is obliged to refund any amount that may already have been pre-paid to him/her for future periods.

Art. 41: Financial manager

The financial manager for the EMM-Nano+ is Prof. Michiel Steyaert, the Dean of the Faculty of Engineering of the Consortium Coordinator, who is given the mandate to approve all the expenses.

Section 7: Quality Assurance and accreditation

Art.42: Internal quality assurance at three levels

The Programme is continuously monitored internally. This happens at two levels: the Local Teaching Committees at the local Programme level, and the Executive Board at the Programme level. These levels are interacting with each other in an open communication.

Art. 43: Quality assurance at the local teaching committee level

Local Teaching Commissions are responsible for the quality of the courses at the local level. On a regular basis, questionnaires are administered to the students at each university about the quality of the courses, covering aspects such as the quality of teaching, the quality of exercises and labs, the quality of the study material, the quality of the examination and the study load for each course. Problems are solved and handled at the local level, unless there is an impact on the common program, in which case they need to be reported and discussed at the Executive Board.

Art. 44: Quality assurance at the consortium level

The EMM-Nano+ Executive Board is responsible for the quality assurance at the consortium level. It concerns the continuity of the Programme; the execution of quality related decisions taken by the Parties; the coherence of the Programme and its educational framework; the evaluation and monitoring of the quality of the courses and modules.

The responsibilities of the Executive Board regarding quality assurance are:

- watching over the continuity of the Programme
- ensuring the execution of the quality related decisions taken by the consortium
- watching over the coherence of the Programme
- defining and if needed adapting the educational reference framework and learning outcomes of the education programme and its didactical implementation
- evaluation and monitoring of the quality of the education and its modules.

The members of the Executive Board are the first and permanent interface and antenna for the students in order to detect problems related to the quality of the Programme. Problems at the individual course level that can be solved at the local university level are taken up by the local teaching commissions, in case they are related to cross-university or at the Programme level they are taken up by the Executive board.

In order to improve the Programme and keep it updated with new developments every year Programme changes can be requested by each Partner. In order to do so Programme change requests need to be sent to the Program coordinator before January 15 preceding the academic year in which the Programme change should be implemented. After discussion and approval at the Executive Board the Programme changes are submitted to the KU Leuven Programme Administration who is implementing the change in the Programme book for the next academic year. This will become available only beginning of July preceding the relevant academic year.

Art. 45: External Quality Review and Accreditation

The partner universities are responsible for the external evaluation and accreditation of their part of the Programme, taking into account their institutional regulations and national legislation. The consortium will follow up the developments in the regulations on the European Approach for accreditation of joint programs, as explained at <https://www.eqar.eu/topics/joint-programmes.html>. The Partners commit to follow this European approach for accreditation as soon as it becomes possible in all countries of the consortium partners.

Section 8: Amendments, length, termination, and settlement of disputes

Art. 46: Validity of the Consortium Agreement

This Consortium Agreement shall come into force on the day when it has been signed by each of the Parties but shall have retroactive validity as of the same date as the Contract (28-10-2017). The Program Country institutions are compromised to offer this Master Program, in the terms defined in this Consortium Agreement, for at least three different biannual editions, 2018-2020, 2019-2021 and 2020-2022).

The validity of this Consortium Agreement expires at the end of the Contract (27-10-2022) or when the support from the European Commission is terminated, whichever is earlier.

Art. 47: Amendments

Amendments to this Consortium Agreement shall be made only by a supplementary agreement signed on behalf of each of the Parties by authorized representatives.

If a Party breaches the terms of the present Consortium Agreement or decides to leave the Consortium before the end date of the Contract between the Consortium Coordinator and the European Commission, the terms and conditions are stipulated in the Contract with the European Commission (Annex II General conditions, Art II.16).

Art. 48: Disputes

The settlement of any issue or conflict arising from or in connection with the present Consortium Agreement must be attempted by the Partners. The International Chamber of Commerce in Brussels will be the legal body that will be chosen if disputes remain unresolved.

The official representative of K.U. Leuven

Name: Professor Luc Sels

Function: Rector

Signature:



Name of the bank: KBC

Bank account number: 734-0193417-08

Address of the bank: KBC Bedrijvenkantoor Leuven, Brusselsesteenweg 100, 3000 Leuven, Belgium

IBAN number: BE63 7340 1934 1708

BIC/SWIFT code: KREDBEBB

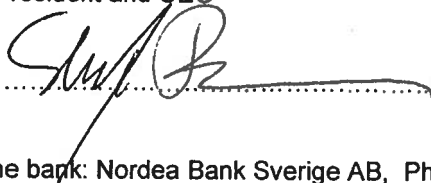
Done at : Leuven, on.....27.11.11....., 2018

The official representative of Chalmers Tekniska Högskola AB

Name: Professor Stefan Bengtsson

Function: President and CEO

Signature:



Name of the bank: Nordea Bank Sverige AB, Phone: 004631-7716000

Bank account number: 39687744154

Address of the bank: Östra Hamngatan 16, 405 09 Göteborg

IBAN number: SE89 3000 0000 0396 8774 4154

BIC/SWIFT code: NDEASESS

Done at : Göteborg, on.....Nov. 27....., 2018

The official representative of Technische Universität Dresden

Name: Professor Dr. Hans Georg Krauthäuser

Function: Vice Rector for Academic and International Affairs

Signature: 

Name of the bank: Commerzbank

Bank account number: DE52 8504 0000 0800 4004 00

Address of the bank: Filiale Dresden, Devrientstraße 3, 01067 Dresden, Germany

IBAN number: DE52 8504 0000 0800 4004 00

BIC/SWIFT code: COBADEFF850

Done at : Dresden, on 26/11/, 2018

The official representative of Université Grenoble Alpes

Name: Professor Patrick Lévy

Function: President

Signature:



Name of the bank: TRESOR PUBLIC

Bank account number: 10071 38000 00001001600 96

Address of the bank: 8 rue de Belgrade, 38000 Grenoble, FRANCE

IBAN number: FR76 1007 1380 0000 0010 160 096

BIC/SWIFT code: TRPUFRP1

Done at : Grenoble, on *24 October*, 2018

The official representative of Universitat de Barcelona

Name: Professor Alejandro Aguilar Vila

Function: Vice-Rector for Projection and Internationalization

Signature: CPISR-1 C ALEJANDRO AGUILAR VILA
Firmado digitalmente por G.ALEJANDRO AGUILAR VILA
Fecha: 2018.11.27 09:09:05



UNIVERSITAT DE BARCELONA

Departament d'Enginyeria Electrònica i Biomèdica

Name of the bank: Banco Bilbao Vizcaya Argentaria, S.A..

Bank account number: 02 0160 8081

Address of the bank: Pl. Catalunya, 5, 1ª planta – 08002 Barcelona.

IBAN number: ES19 0182 6035 4102 0160 8081

BIC/SWIFT code BBVAESMMXXX:

Done at : Barcelona, on....., 2018

The official representative of INTERUNIVERSITAIR MICRO-ELECTRONICA CENTRUM vzw

Name: Ludo Defern

Function: Executive Vice-President

Signature:

Name of the bank: *KBC Bank*

Bank account number: *432-0020151-21*

Address of the bank: *Brusselsesteenweg 100, B-3000 Leuven, Belgium*

IBAN number: *BE17432002015121*

BIC/SWIFT code: *KRED BEBB*

Done at : Leuven, on *November 27* 2018

The official representative of Commissariat a l' Energie Atomique et aux Energies Alternatives

Name: Dr. Emmanuel Sabonnadière

Function: Director

Signature:

Name of the bank:.....

Bank account number:.....

Address of the bank:.....

IBAN number:.....

BIC/SWIFT code:.....

Done at : Grenoble, on Nov 5th, 2018



Emmanuel SABONNADIÈRE
Directeur de l'Institut Leti

Leti
CEA/GRENOBLE
17, rue des Martyrs
38054 Grenoble Cedex 9

41/46

Annex III – Selection appeal form

EMM NANO +
ERASMUS MUNDUS

Erasmus Mundus Master
Nanoscience and Nanotechnology



Co-funded by the
Erasmus+ Programme
of the European Union

EMM-Nano+
Selection – Appeal Form

Last name:	Address:
First name:	City:
EMM Nano+ application N°:	Country:
E-mail:	Telephone:

Please describe below the reason for the appeal:

If relevant, please provide here an overview of any additional documents used to support your case.

Name of applicant:	Signature of applicant:	Date:
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KU LEUVEN



UNIVERSITEIT
Groningen



TEKNISKE
UNIVERSITET
DENMARK



CHALMERS
UNIVERSITY OF
TECHNOLOGY



RWTH AACHEN
UNIVERSITY

EMM-Nano+ Secretariat: Mrs. Elke DeLorée, 9/6 msc, Kapeldreef 75, 3001 Leuven, Belgium. Email: nano@kuleuven.be

Application form Visiting scholar
Erasmus Mundus Master of Nanoscience and Nanotechnology

Personnel Information

Please note: write your name as it appears on your passport and in exactly the same way on this form and throughout the application procedure, otherwise you might experience difficulties when applying for a visa or plane ticket

Family name (surname)	
Maiden and/or any other names that may have been used on documents	
First name (given names)	
Gender (male/female)	
Place of birth (country, town)	
Date of birth (dd/mm/yy)	
Current Nationality	
Address (as mentioned in your passport, Official residence) Street, number (box)	
Postal code	
City, State	
Country	
Telephone number (country code - area code - phone number)	
E-mail	

If yes, please select where you would like to stay.

☐ KU Leuven, Belgium

☐ Chalmers, Sweden

☐ TU Dresden, Germany

☐ UGA Grenoble, France

☐ U Barcelona, Spain

☐ No preference

Name:

Date:

Signature

Include

- C.V +publication (past 10 yrs)

Return the completed electronic application form by e-mail to nano@kuleuven.be

Annex V – Student agreement

A draft student agreement is under preparation and will be signed on a case-by-case by the parties involved



Education, Audiovisual and Culture Executive Agency

Erasmus+: Higher Education – Erasmus Mundus Joint Master Degrees

GRANT AGREEMENT FOR AN ACTION WITH MULTIPLE BENEFICIARIES

ERASMUS MUNDUS JOINT MASTER DEGREES (EMJMD)

Financing exclusively by lump sum and/or unit costs contribution(s)

AGREEMENT NUMBER – 2017 - 1921 / 001 - 002

PROJECT NUMBER – 586531-EPP-1-2017-1-BE-EPPKA1-JMD-MOB

The **Education, Audiovisual and Culture Executive Agency** (hereinafter referred to as “the Agency”), acting under powers delegated by the European Commission (hereinafter referred to as “the Commission”) represented for the purposes of signature of this Agreement by Mr Klaus HAUPT, Head of Unit for Erasmus+: Higher Education – Erasmus Mundus Joint Master Degrees,

on the one part,

and

KATHOLIEKE UNIVERSITEIT LEUVEN

Oude Markt 13,
B - 3000 LEUVEN

hereinafter referred to as “the coordinator”, represented for the purposes of signature of this Agreement by **Luc SELS**

and the other beneficiaries listed in Annex IV

duly represented by the coordinator by virtue of the mandates included in Annex IV for the signature of this Agreement, hereinafter referred to collectively as “the beneficiaries”, and individually as “beneficiary” for the purposes of this Agreement where a provision applies without distinction between the coordinator or another beneficiary,

on the other part,

Whereas the Commission has taken the decisions n° C(2013) 8550 of 04/12/2013 and n° C(2014) 6158 of 03/09/2014 authorising the use of lump sum and reimbursement on the basis of unit costs to cover one or more different categories of eligible costs under the Erasmus+ Programme - Key Action 1: Erasmus Mundus Joint Master Degrees.

HAVE AGREED

to the Special Conditions (hereinafter referred to as "the Special Conditions") and the following Annexes:

- Annex I Description of the action
- Annex II General Conditions (hereinafter referred to as "the General Conditions")
- Annex III Estimated budget of the action
- Annex IV List of beneficiaries and mandates provided to the coordinator by the other beneficiaries
- Annex V Model technical report
- Annex VI Model financial statement
- Annex VII Model terms of reference for the certificate on the financial statements and underlying accounts: not applicable
- Annex VIII Model terms of reference for the operational verification report: not applicable
- Annex IX Minimum requirements for the Health and Accident Insurance coverage of EMJMD students
- Annex X Minimum requirements and recommendations for student selection & scholarship management

which form an integral part of this Agreement, hereinafter referred to as "the Agreement".

The terms set out in the Special Conditions shall take precedence over those set out in the Annexes.

The terms of Annex II "General Conditions" shall take precedence over the other Annexes.

SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT MATTER OF THE AGREEMENT

A European Union grant is awarded, under the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Agreement, for the action entitled **Erasmus Mundus Master Nanoscience and Nanotechnology** ("the action") as described in Annex I.

With the signature of the Agreement, the beneficiaries accept the grant and agree to implement the action, acting on their own responsibility.

ARTICLE I.2 - ENTRY INTO FORCE OF THE AGREEMENT AND DURATION OF THE ACTION

- I.2.1** The Agreement shall enter into force on the date on which the last party signs.
- I.2.2** The action shall run as of **28-10-2017** ("the starting date of the action") and shall end on **27-10-2022**.

ARTICLE I.3 - MAXIMUM AMOUNT AND FORM OF THE GRANT

The grant shall be of a **maximum amount of EUR 3.012.000,00** and shall take the form of:

- (a)** Reimbursement of eligible costs: not applicable.
- (b)** A unit contribution ("unit contribution") to cover the following categories of eligible costs related to the EMJMD students scholarships, as indicated in the Erasmus+ Programme Guide:
 - participation costs
 - travel and installation costs
 - subsistence costs
- (c)** A lump sum contribution of maximum EUR 170.000 ("lump sum contribution") to cover the following categories of eligible costs:
 - contribution to the EMJMD consortium management costs for the preparatory year financed by a lump sum amount of EUR 20.000
 - contribution to the EMJMD consortium management costs and costs for invited scholars and guest lecturers financed by a lump sum amount of EUR 50.000 per intake of the EMJMD for a total of three intakes. A reduction of EUR 1.950 will be applied for each scholar week not duly carried out and/or not reported.
- (d)** Flat-rate contribution: not applicable

ARTICLE I.4 - ADDITIONAL PROVISIONS ON REPORTING, PAYMENTS AND PAYMENT ARRANGEMENTS

I.4.1 Reporting periods, payments and additional supporting documents

In addition to the provisions set out in Articles II.23 and II.24, the following reporting and payment arrangements shall apply:

- Upon entry into force of the Agreement, a pre-financing payment of 25% of the maximum amount specified in Article I.3 shall be paid to the coordinator.

Further pre-financing payments:

- A second pre-financing payment of 50% of the maximum amount specified in Article I.3 shall be paid to the coordinator, subject to having used at least 70% of the previous pre-financing instalment paid, and to the receipt of a progress report on the implementation of the action ("technical report on progress"), and a statement on the amount of the previous pre-financing instalment used to cover costs of the action ("statement on the use of the previous pre-financing instalment"), drawn up in accordance with Annexes V and VI, including an extract from the EACEA mobility tool in order for the Agency to check the level of consumption of the first instalment;
- A third pre-financing payment of 25% of the maximum amount specified in Article I.3 shall be paid to the coordinator, subject to having used at least 70% of the previous pre-financing instalments paid, and to the receipt of a progress report on the implementation of the action ("technical report on progress"), and a statement on the amount of the previous pre-financing instalment used to cover costs of the action ("statement on the use of the previous pre-financing instalment"), drawn up in accordance with Annexes V and VI, including an extract from the EACEA mobility tool in order for the Agency to check the level of consumption of the previous instalments;
- Should preceding pre-financing instalments not be executed in full, a further pre-financing (fourth pre-financing) shall be requested by the coordinator in order to reach the maximum amount of pre-financings. A fourth pre-financing request (accompanied by the forms specified in Annexes V and VI) should be submitted no later than one year before the end of the period set out in Article I.2.2.

Payment of the balance:

- Sole reporting period from the starting date of the action to the end of the period set out in Article I.2.2: the balance shall be paid to the coordinator, subject to the receipt of the final report accompanied by a summary financial statement, drawn up in accordance with Annex V and VI.

Reporting arrangements:

The documents referred to in Annexes V and VI must be submitted by the following dates:

- 1) a **technical report** by 31.10.2018;
- 2) a **second pre-financing request** (accompanied by the forms specified in Annexes V and VI) by 31.08.2019;
- 3) a **third pre-financing request** (accompanied by the forms specified in Annexes V and VI) **no later than 28.02.2021**;
- 4) a **final report** covering the whole duration of the action, accompanied by a summary financial statement (forms to use specified in Annexes V and VI) must be submitted **no later than 60 calendar days after the end date** of the action set out in Article I.2.

I.4.2 Time limit for payments

The time limit for the Agency to make further pre-financing payments and payment of the balance is 60 days.

I.4.3 Language of requests for payments, technical reports and financial statements

All requests for payments, technical reports and financial statements shall be submitted in English, French or German.

ARTICLE I.5 - BANK ACCOUNT FOR PAYMENTS

All payments shall be made to the coordinator's bank account, denominated in euro, as indicated below:

Name of bank: **KBC BANK NV**

Address of branch: **24-26, WARMOESBERG,
B - BRUSSELS**

Precise denomination of the account holder: **KATHOLIEKE UNIVERSITEIT LEUVEN**

Full account number (including bank codes): **IBA-N_ONLY**

IBAN code: **BE63734019341708**

ARTICLE I.6 - DATA CONTROLLER AND COMMUNICATION DETAILS OF THE PARTIES

I.6.1 Data controller

The entity acting as a data controller according to Article II.6 shall be the person who is representing the Agency for the purposes of the signature of this Agreement.

I.6.2 Communication details of the Agency

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

Education, Audiovisual and Culture Executive Agency
Mr Klaus HAUPT
Unit A3 – Erasmus+: Higher Education – Erasmus Mundus Joint Master Degrees
J-59 01/034
Avenue du Bourget, 1
1049 Brussels
BELGIUM
E-mail address: EACEA-EM-Consortia@ec.europa.eu

I.6.3 Communication details of the beneficiaries

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

Guido Groeseneken
KATHOLIEKE UNIVERSITEIT LEUVEN
Kapeldreef 75,
B - 3001 Leuven

ARTICLE I.7 - ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

In addition to the provisions of Article II.8, if the beneficiaries produce materials under the scope of the project, such materials must be made available for the public, in digital form, freely accessible through the Internet under open licenses.

The beneficiaries must also warrant that the Agency and the Union has the rights to:

- communicate the results of the action by any other types of communication not specified in the General Conditions;
- edit or re-write in another way the results of the action, including shortening, summarising, modifying the content, correcting technical errors in the content;
- cut, insert meta-data, legends or other graphic, visual, audio or word elements in the results of the action;
- extract a part (e.g. audio or video files) of, divide into parts or compile the results of the action;
- prepare derivative works of the results of the action;
- translate, insert subtitles in, dub the results of the action in all official languages of EU;
- authorise or sub-licence the modes of exploitation set out above to third parties;

The Agency and the Union shall have the rights of use specified in the General Conditions and set out above for the whole duration of the industrial or intellectual property rights concerned.

ARTICLE I.8 – SPECIAL PROVISIONS ON BUDGET TRANSFERS

Not applicable.

ARTICLE I.9 - SETTLEMENT OF DISPUTES WITH NON EU BENEFICIARIES

By way of derogation from Article II.18.2, where a beneficiary is legally established in a country other than a Member State of the European Union (the 'non EU beneficiary'), the Agency and/or the non EU beneficiary may bring before the Courts of Brussels any dispute between the Agency and the non EU beneficiary concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably. In such case where one party (i.e. the Agency or the non EU beneficiary) has brought proceedings before the Courts of Brussels concerning the interpretation, application or validity of the Agreement, the other party may not bring a claim arising from the interpretation, application or validity of the Agreement in any other court than the Courts of Brussels already seized.

ARTICLE I.10 - OTHER SPECIAL CONDITIONS

ARTICLE I.10.1 - MINIMUM INSURANCE REQUIREMENTS

The beneficiaries shall provide a health and accident insurance scheme that guarantees adequate coverage in accordance with Annex IX.

ARTICLE I.10.2 - MINIMUM STUDENT SELECTION & SCHOLARSHIP MANAGEMENT REQUIREMENTS

The beneficiaries shall adhere to the minimum requirements and recommendations for students' selection and scholarship management provided in Annex X.

ARTICLE I.10.3 - PARTICIPATION IN MEETINGS ORGANISED BY THE AGENCY

Representatives of the coordinator (or other beneficiaries if required) are expected to participate in meetings organised by the Agency, i.e. indicatively up to two meetings per year. The expenses for participation are eligible costs and are covered by the project budget under "lump sum contribution to the management costs".

ARTICLE I.10.4 - DISSEMINATION AND EXPLOITATION OF RESULTS

I.10.4.1 - Dissemination

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

- create and maintain (at least during the project lifetime) a website for the action. The website must be kept up-to-date with at least: a description of the project, the contact details of the co-ordinator, the list of beneficiaries, mention of the European Union's financial support with the relevant logo (see Article I.10.4.2), and access to the all results, as and when they become available.
- update the project summary in accordance with the instructions provided in Annex V.
- provide during the project lifetime the Agency and/or the Commission with the information requested in order to promote the Erasmus+ Programme and disseminate the results. This may include answering questionnaires and entering data into databases.
- use the Erasmus+ Project Results Platform, on the website <http://ec.europa.eu/programmes/erasmus-plus/projects/> to disseminate and exploit project results and deliverables in accordance with the instructions provided therein. The approval of the final report will be subject to the upload of the project results/deliverables on the aforementioned platform by the time of its submission.

I.10.4.2 - Publicity Obligations

1. For the purpose of Article II.7 of the grant agreement, relating to the publicity and use of the relevant logo, the beneficiaries must follow the instructions available on the following website: https://eacea.ec.europa.eu/about-eacea/visual-identity_en
2. The beneficiaries must inform the public, press and media of the action (internet included), which must, in conformity with Article II.7 mentioned above, visibly indicate “with the support of the Erasmus+ Programme of the European Union” as well as the graphic logos.
3. Where the action, or part of the action, is a publication, the mention and graphic logos must appear on the cover or the first pages following the editor's mention.
4. If the action includes events for the public, signs and posters related to this action must be displayed. This must include the logos mentioned under point 1. Authorisation to use the logos described in point 1 implies no right of exclusive use and is limited to this agreement.

ARTICLE I.10.5 - FINANCIAL PENALTIES

I.10.5.1 - Penalties in case of non-compliance with publicity provisions

The obligation to comply with the publicity provisions set out in Article II.7 constitutes a substantial obligation. Without prejudice to the right to terminate the grant, in case of failure to fulfil this obligation, the Agency may apply a 20% reduction of the grant initially provided for.

I.10.5.2 - Penalties in case of poor, partial, or late implementation

For the purpose of poor, partial or late implementation as provided for in Article II.25.4, and in a total of maximum 100 points, the reduction will be of::

- 25% if the project scores at least 40 points and below 50 points;
- 35% if the project scores at least 30 points and below 40 points;
- 55% if the project scores at least 20 points and below 30 points;
- 75% if the project scores below 20 points.

ARTICLE I.10.6 - INAPPLICABILITY OF THE NO-PROFIT PRINCIPLE

By way of derogation from Article II.25.3, the no-profit principle does not apply to the action.

ARTICLE I.10.7 - SPECIAL PROVISIONS ON THE CONVERSION OF COSTS INCURRED IN ANOTHER CURRENCY INTO EURO

By way of derogation from Article II.23.4, any conversion into euro of costs incurred in other currencies shall be made by the beneficiaries at the monthly accounting rate established by the Commission and published on its website

http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm

SIGNATURES

For the coordinator
Luc SELS,
Function: **RECTOR**



[signature]
Done in **LEUVEN**
Date: **10/10/2017**

For the Agency
Klaus HAUPT
Head of Unit

[signature]
Done in Brussels
Date:

In duplicate in English

ANNEX I

DESCRIPTION OF THE ACTION

The grant awarded aims at implementing the activities as they are described in the application form submitted by:

KATHOLIEKE UNIVERSITEIT LEUVEN

for the action entitled:

Erasmus Mundus Master Nanoscience and Nanotechnology

and registered by the Agency under the reference:

586531-EPP-1-2017-1-BE-EPPKA1-JMD-MOB

ANNEX II

GENERAL CONDITIONS

ANNEX II

GENERAL CONDITIONS

TABLE OF CONTENT

PART A – LEGAL AND ADMINISTRATIVE PROVISIONS

II.1 – GENERAL OBLIGATIONS AND ROLES OF THE BENEFICIARIES

II.2 – COMMUNICATIONS BETWEEN THE PARTIES

II.3 – LIABILITY FOR DAMAGES

II.4 – CONFLICT OF INTERESTS

II.5 – CONFIDENTIALITY

II.6 – PROCESSING OF PERSONAL DATA

II.7 – VISIBILITY OF UNION FUNDING

II.8 – PRE-EXISTING RIGHTS AND OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

II.9 – AWARD OF CONTRACTS NECESSARY FOR THE IMPLEMENTATION OF THE ACTION

II.10 – SUBCONTRACTING OF TASKS FORMING PART OF THE ACTION

II.11 – FINANCIAL SUPPORT TO THIRD PARTIES

II.12 – AMENDMENTS TO THE AGREEMENT

II.13 – ASSIGNMENT OF CLAIMS FOR PAYMENTS TO THIRD PARTIES

II.14 – FORCE MAJEURE

II.15 – SUSPENSION OF THE IMPLEMENTATION OF THE ACTION

II.16 – TERMINATION OF THE AGREEMENT

II.17 – ADMINISTRATIVE AND FINANCIAL PENALTIES

II.18 – APPLICABLE LAW, SETTLEMENT OF DISPUTES AND ENFORCEABLE DECISION

PART B – FINANCIAL PROVISIONS

II.19 – ELIGIBLE COSTS [NOT APPLICABLE]

II.20 – IDENTIFIABILITY AND VERIFIABILITY OF THE AMOUNTS DECLARED

II.21 – ELIGIBILITY OF COSTS OF ENTITIES AFFILIATED TO THE BENEFICIARIES

II.22 – BUDGET TRANSFERS

II.23 – TECHNICAL AND FINANCIAL REPORTING – REQUESTS FOR PAYMENT AND SUPPORTING DOCUMENTS

II.24 – PAYMENTS AND PAYMENT ARRANGEMENTS

II.25 – DETERMINING THE FINAL AMOUNT OF THE GRANT

II.26 – RECOVERY

II.27 – CHECKS, AUDITS AND EVALUATION

PART A – LEGAL AND ADMINISTRATIVE PROVISIONS

ARTICLE II.1 – GENERAL OBLIGATIONS AND ROLES OF THE BENEFICIARIES

II.1.1 General obligations and role of the beneficiaries

The beneficiaries shall:

- (a) be jointly and severally responsible for carrying out the action in accordance with the terms and conditions of the Agreement;
- (b) be responsible for complying with any legal obligations incumbent on them jointly or individually;
- (c) make appropriate internal arrangements for the proper implementation of the action, consistent with the provisions of this Agreement; where provided for in the Special Conditions, those arrangements shall take the form of an internal co-operation agreement between the beneficiaries.

II.1.2 General obligations and role of each beneficiary

Each beneficiary shall:

- (a) inform the coordinator immediately of any change likely to affect or delay the implementation of the action of which the beneficiary is aware;
- (b) inform the coordinator immediately of any change in its legal, financial, technical, organisational or ownership situation or of its affiliated entities and of any change in its name, address or legal representative or of its affiliated entities;
- (c) submit in due time to the coordinator:
 - (i) the data needed to draw up the reports, financial statements and other documents provided for in the Agreement;
 - (ii) all the necessary documents in the event of audits, checks or evaluation in accordance with Article II.27;
 - (iii) any other information to be provided to the Agency according to the Agreement, except where the Agreement requires that such information is submitted directly by the beneficiary to the Agency.

II.1.3 General obligations and role of the coordinator

The coordinator shall:

- (a) monitor that the action is implemented in accordance with the Agreement;
- (b) be the intermediary for all communications between the beneficiaries and the Agency, except where provided otherwise in the Agreement, and, in particular, the coordinator shall:
 - (i) immediately provide the Agency with the information related to any change in the name, address, legal representative as well as in the legal, financial, technical, organisational or ownership situation of any of the beneficiaries or of its affiliated entities or to any event likely to affect or delay the implementation of the action, of which the coordinator is aware;

- (ii) bear responsibility for supplying all documents and information to the Agency which may be required under the Agreement, except where provided otherwise in the Agreement; where information is required from the other beneficiaries, the coordinator shall bear responsibility for obtaining and verifying this information before passing it on to the Agency;
- (c) make the appropriate arrangements for providing any financial guarantees required under the Agreement;
- (d) establish the requests for payment in accordance with the Agreement;
- (e) where it is designated as the sole recipient of payments on behalf of all of the beneficiaries, ensure that all the appropriate payments are made to the other beneficiaries without unjustified delay;
- (f) bear responsibility for providing all the necessary documents in the event of checks and audits initiated before the payment of the balance, and in the event of evaluation in accordance with Article II.27;
- (g) transfer to the beneficiaries, without delay, any document relating to the action or the grant.

The coordinator shall not subcontract any part of its tasks to the other beneficiaries or to any other party.

ARTICLE II.2 – COMMUNICATIONS BETWEEN THE PARTIES

II.2.1 Form and means of communications

Any communication relating to the Agreement or to its implementation shall be made in writing (in paper or electronic form), shall bear the number of the Agreement and shall be made using the communication details identified in Article I.6.

Electronic communications shall be confirmed by an original signed paper version of that communication if requested by any of the parties provided that this request is submitted without unjustified delay. The sender shall send the original signed paper version without unjustified delay.

Formal notifications shall be made by registered mail with return receipt or equivalent, or by equivalent electronic means.

II.2.2 Date of communications

Any communication is deemed to have been made when it is received by the receiving party, unless the agreement refers to the date when the communication was sent.

Electronic communication is deemed to have been received by the receiving party on the day of successful dispatch of that communication, provided that it is sent to the addressees listed in Article I.6. Dispatch shall be deemed unsuccessful if the sending party receives a message of non-delivery. In this case, the sending party shall immediately send again such communication to any of the other addresses listed in Article I.6. In case of unsuccessful dispatch, the sending party shall not be held in breach of its obligation to send such communication within a specified deadline.

Mail sent to the Agency using the postal services is considered to have been received by the Agency on the date on which it is registered by the department identified in Article I.6.2.

Formal notifications made by registered mail with return receipt or equivalent, or by equivalent electronic means, shall be considered to have been received by the receiving party on the date of receipt indicated on the return receipt or equivalent.

ARTICLE II.3 – LIABILITY FOR DAMAGES

- II.3.1** The Agency shall not be held liable for any damage caused or sustained by any of the beneficiaries, including any damage caused to third parties as a consequence of or during the implementation of the action.
- II.3.2** Except in cases of force majeure, the beneficiaries shall compensate the Agency for any damage sustained by it as a result of the implementation of the action or because the action was not implemented or implemented poorly, partially or late.

ARTICLE II.4 - CONFLICT OF INTERESTS

- II.4.1** The beneficiaries shall take all necessary measures to prevent any situation where the impartial and objective implementation of the Agreement is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ("conflict of interests").
- II.4.2** Any situation constituting or likely to lead to a conflict of interests during the implementation of the Agreement shall be notified to the Agency, in writing, without delay. The beneficiaries shall immediately take all the necessary steps to rectify this situation. The Agency reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken within a specified deadline.

ARTICLE II.5 – CONFIDENTIALITY

- II.5.1** The Agency and the beneficiaries shall preserve the confidentiality of any information and documents, in any form, which are disclosed in writing or orally in relation to the implementation of the Agreement and which are explicitly indicated in writing as confidential.
- II.5.2** The beneficiaries shall not use confidential information and documents for any reason other than fulfilling their obligations under the Agreement, unless otherwise agreed with the Agency in writing.
- II.5.3** The Agency and the beneficiaries shall be bound by the obligations referred to in Articles II.5.1 and II.5.2 during the implementation of the Agreement and for a period of five years starting from the payment of the balance, unless:
- (a) the party concerned agrees to release the other party from the confidentiality obligations earlier;
 - (b) the confidential information becomes public through other means than in breach of the confidentiality obligation through disclosure by the party bound by that obligation;
 - (c) the disclosure of the confidential information is required by law.

ARTICLE II.6 – PROCESSING OF PERSONAL DATA

II.6.1 Processing of personal data by the Agency

Any personal data included in the Agreement shall be processed by the Agency pursuant to Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.

Such data shall be processed by the data controller identified in Article I.6.1 solely for the purposes of the implementation, management and monitoring of the Agreement, without prejudice to possible transmission to the bodies charged with the monitoring or inspection tasks in application of Union law.

The beneficiaries shall have the right of access to their personal data and the right to rectify any such data. Should the beneficiaries have any queries concerning the processing of their personal data, they shall address them to the data controller, identified in Article I.6.1.

The beneficiaries shall have the right of recourse at any time to the European Data Protection Supervisor.

II.6.2 Processing of personal data by the beneficiaries

The beneficiaries must process personal data under the Agreement in compliance with applicable EU and national law on data protection (including authorisations or notification requirements).

The beneficiaries may grant their personnel access only to data that is strictly necessary for implementing, managing and monitoring the Agreement.

The beneficiaries must adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned. This is in order to:

- (a) prevent any unauthorised person from gaining access to computer systems processing personal data, and especially:
 - (i) unauthorised reading, copying, alteration or removal of storage media;
 - (ii) unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;
 - (iii) unauthorised use of data processing systems by means of data transmission facilities;
- (b) ensure that authorised users of a data processing system can access only the personal data to which their access right refers;
- (c) record which personal data have been communicated, when and to whom;
- (d) ensure that personal data processed on behalf of third parties can be processed only in the manner prescribed by the Agency;
- (e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- (f) design their organisational structure in such a way that it meets data protection requirements.

ARTICLE II.7 – VISIBILITY OF UNION FUNDING

II.7.1 Information on Union funding and use of European Union emblem

Unless the Agency requests or agrees otherwise, any communication or publication related to the action, made by the beneficiaries jointly or individually, including at conferences, seminars or in any information or promotional materials (such as brochures, leaflets, posters, presentations, etc.), shall indicate that the action has received funding from the Union and shall display the European Union emblem.

When displayed in association with another logo, the European Union emblem must have appropriate prominence.

The obligation to display the European Union emblem does not confer to the beneficiaries a right of exclusive use. The beneficiaries shall not appropriate the European Union emblem or any similar trademark or logo, either by registration or by any other means.

For the purposes of the first, second and third subparagraphs and under the conditions specified therein, the beneficiaries are exempted from the obligation to obtain prior permission from the Agency to use the European Union emblem.

II.7.2 Disclaimers excluding Agency and Commission responsibility

Any communication or publication related to the action, made by the beneficiaries jointly or individually in any form and using any means, shall indicate that it reflects only the author's view and that the Agency and the Commission are not responsible for any use that may be made of the information it contains.

ARTICLE II.8 – PRE-EXISTING RIGHTS AND OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

II.8.1 Ownership of the results by the beneficiaries

Unless stipulated otherwise in the Agreement, ownership of the results of the action, including industrial and intellectual property rights, and of the reports and other documents relating to it, shall be vested in the beneficiaries.

II.8.2 Pre-existing industrial and intellectual property rights

Where industrial and intellectual property rights, including rights of third parties, exist prior to the conclusion of the Agreement, the beneficiaries shall establish a list which shall specify all rights of ownership and use of the pre-existing industrial and intellectual property rights and disclose it to the Agency at the latest before the commencement of implementation.

The beneficiaries shall ensure that they or their affiliated entities have all the rights to use any pre-existing industrial and intellectual property rights during the implementation of the Agreement.

II.8.3 Rights of use of the results and of pre-existing rights by the Agency and/or the Union

Without prejudice to Articles II.1.1, II.3 and II.8.1, the beneficiaries grant the Agency and/or the Union the right to use the results of the action for the following purposes:

- (a) use for its own purposes, and in particular, making available to persons working for the Agency, the Union institutions, agencies and bodies and to Member States' institutions, as well as, copying and reproducing in whole or in part and in unlimited number of copies;

- (b) distribution to the public, and in particular, publication in hard copies and in electronic or digital format, publication on the internet, including on the Europa website, as a downloadable or non-downloadable file, broadcasting by any kind of technique of transmission, public display or presentation, communication through press information services, inclusion in widely accessible databases or indexes;
- (c) translation;
- (d) giving access upon individual requests without the right to reproduce or exploit, as provided for by Regulation (EC) No 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents;
- (e) storage in paper, electronic or other format;
- (f) archiving in line with the document management rules applicable to the Agency and/or the Commission;
- (g) rights to authorise or sub-licence the modes of exploitation set out in points (b) and (c) to third parties.

Additional rights of use for the Agency and/or the Union may be provided for in the Special Conditions.

The beneficiaries shall warrant that the Agency and/or the Union has the right to use any pre-existing industrial and intellectual property rights, which have been included in the results of the action. Unless specified otherwise in the Special Conditions, those pre-existing rights shall be used for the same purposes and under the same conditions applicable to the rights of use of the results of the action.

Information about the copyright owner shall be inserted when the result is divulged by the Agency and/or the Union. The copyright information shall read: "© – year – name of the copyright owner. All rights reserved. Licenced to the European Union under conditions.".

ARTICLE II.9 – AWARD OF CONTRACTS NECESSARY FOR THE IMPLEMENTATION OF THE ACTION

II.9.1 Where the implementation of the action requires the procurement of goods, works or services, the beneficiaries shall award the contract to the tender offering best value for money or, as appropriate, to the tender offering the lowest price. In doing so, they shall avoid any conflict of interests.

Beneficiaries acting in its capacity of contracting authority within the meaning of Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC or contracting entity within the meaning of Directive 2014/25/EU of the European Parliament and of the Council of 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC must comply by the applicable national public procurement rules.

II.9.2 The beneficiaries shall retain sole responsibility for carrying out the action and for compliance with the provisions of the Agreement. The beneficiaries shall ensure that any procurement contract contains provisions stipulating that the contractor has no rights vis-à-vis the Agency under the Agreement.

II.9.3. The beneficiaries shall ensure that the conditions applicable to them under Articles II.3, II.4, II.5, II.8 and II.27 are also applicable to the contractor.

ARTICLE II.10 – SUBCONTRACTING OF TASKS FORMING PART OF THE ACTION

- II.10.1** A "subcontract" is a procurement contract within the meaning of Article II.9, which covers the implementation by a third party of tasks forming part of the action as described in Annex I.
- II.10.2** Beneficiaries may subcontract tasks forming part of the action, provided that, in addition to the conditions specified in Article II.9 and the Special Conditions, the following conditions are complied with:
- (a) subcontracting only covers the implementation of a limited part of the action;
 - (b) recourse to subcontracting is justified having regard to the nature of the action and what is necessary for its implementation;
 - (c) the estimated costs of the subcontracting are clearly identifiable in the estimated budget set out in Annex III;
 - (d) any recourse to subcontracting, if not provided for in Annex I, is communicated by the coordinator and approved by the Agency without prejudice to Article II.12.2;
 - (e) the beneficiaries ensure that the conditions applicable to them under Article II.7 are also applicable to the subcontractor.

ARTICLE II.11 - FINANCIAL SUPPORT TO THIRD PARTIES

- II.11.1** Where the implementation of the action requires giving financial support to third parties, the beneficiaries shall give such financial support in accordance with the conditions specified in Annex I, which shall at least contain:
- (a) the maximum amount of financial support, which shall not exceed EUR 60 000 for each third party except where the financial support is the primary aim of the action as specified in Annex I;
 - (b) the criteria for determining the exact amount of the financial support;
 - (c) the different types of activity that may receive financial support, on the basis of a fixed list;
 - (d) the definition of the persons or categories of persons which may receive financial support;
 - (e) the criteria for giving the financial support.
- II.11.2** By way of derogation from Article II.11.1, in case the financial support takes the form of a prize, the beneficiaries shall give such financial support in accordance with the conditions specified in Annex I, which shall at least contain:
- (a) the conditions for participation;
 - (b) the award criteria;
 - (c) the amount of the prize;
 - (d) the payment arrangements.

- II.11.3** The beneficiaries shall ensure that the conditions applicable to them under Articles II.3, II.4, II.5, II.7, II.8 and II.27 are also applicable to the third parties receiving financial support.

ARTICLE II.12 – AMENDMENTS TO THE AGREEMENT

- II.12.1** Any amendment to the Agreement shall be made in writing.
- II.12.2** An amendment may not have the purpose or the effect of making changes to the Agreement which would call into question the decision awarding the grant or be contrary to the equal treatment of applicants.
- II.12.3** Any request for amendment shall be duly justified and shall be sent to the other party in due time before it is due to take effect, and in any case one month before the end of the period set out in Article I.2.2, except in cases duly substantiated by the party requesting the amendment and accepted by the other party.
- II.12.4** A request for amendment on behalf of the beneficiaries shall be submitted by the coordinator. If a change of coordinator is requested without its agreement, the request shall be submitted by all the other beneficiaries.
- II.12.5** Amendments shall enter into force on the date on which the last party signs or on the date of approval of the request for amendment.

Amendments shall take effect on a date agreed by the parties or, in the absence of such an agreed date, on the date on which the amendment enters into force.

ARTICLE II.13 – ASSIGNMENT OF CLAIMS FOR PAYMENTS TO THIRD PARTIES

- II.13.1** Claims for payments of the beneficiaries against the Agency may not be assigned to third parties, except in duly justified cases where the situation warrants it.

The assignment shall only be enforceable against the Agency if it has accepted the assignment on the basis of a written and reasoned request to that effect made by the coordinator on behalf of the beneficiaries. In the absence of such acceptance, or in the event of failure to observe the terms thereof, the assignment shall have no effect on the Agency.

- II.13.2** In no circumstances shall such an assignment release the beneficiaries from their obligations towards the Agency.

ARTICLE II.14 – FORCE MAJEURE

- II.14.1** "*Force majeure*" shall mean any unforeseeable exceptional situation or event beyond the parties' control, which prevents either of them from fulfilling any of their obligations under the Agreement, which was not attributable to error or negligence on their part or on the part of subcontractors, affiliated entities or third parties involved in the implementation and which proves to be inevitable in spite of exercising all due diligence. Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of *force majeure*, as well as labour disputes, strikes or financial difficulties cannot be invoked as *force majeure*.
- II.14.2** A party faced with *force majeure* shall formally notify the other party without delay, stating the nature, likely duration and foreseeable effects.
- II.14.3** The parties shall take the necessary measures to limit any damage due to *force majeure*. They shall do their best to resume the implementation of the action as soon as possible.

II.14.4 The party faced with *force majeure* shall not be held to be in breach of its obligations under the Agreement if it has been prevented from fulfilling them by *force majeure*.

ARTICLE II.15 – SUSPENSION OF THE IMPLEMENTATION OF THE ACTION

II.15.1 Suspension of the implementation by the beneficiaries

The coordinator, on behalf of the beneficiaries, may suspend the implementation of the action or any part thereof, if exceptional circumstances make such implementation impossible or excessively difficult, in particular in the event of *force majeure*. The coordinator shall inform the Agency without delay, giving all the necessary reasons and details and the foreseeable date of resumption.

Unless the Agreement or the participation of a beneficiary is terminated in accordance with Articles II.16.1, II.16.2 or points (c) or (d) of Article II.16.3.1, the coordinator shall, once the circumstances allow resuming the implementation of the action, inform the Agency immediately and present a request for amendment of the Agreement as provided for in Article II.15.3.

II.15.2 Suspension of the implementation by the Agency

II.15.2.1 The Agency may suspend the implementation of the action or any part thereof:

- (a) if the Agency has evidence that a beneficiary has committed substantial errors, irregularities or fraud in the award procedure or in the implementation of the Agreement or if a beneficiary fails to comply with its obligations under the Agreement;
- (b) if the Agency has evidence that a beneficiary has committed systemic or recurrent errors, irregularities, fraud or breach of obligations under other grants funded by the Union or the European Atomic Energy Community which were awarded to that beneficiary under similar conditions, provided that those errors, irregularities, fraud or breach of obligations have a material impact on this grant; or
- (c) if the Agency suspects substantial errors, irregularities, fraud or breach of obligations committed by a beneficiary in the award procedure or in the implementation of the Agreement and needs to verify whether they have actually occurred.

II.15.2.2 Before suspending the implementation the Agency shall formally notify the coordinator of its intention to suspend, specifying the reasons thereof, and, in the cases referred to in points (a) and (b) of Article II.15.2.1, the necessary conditions for resuming the implementation. The coordinator shall be invited to submit observations on behalf of all beneficiaries within 30 calendar days from receipt of this notification.

If, after examination of the observations submitted by the coordinator, the Agency decides to stop the suspension procedure, it shall formally notify the coordinator thereof.

If no observations have been submitted or if, despite the observations submitted by the coordinator, the Agency decides to pursue the suspension procedure, it may suspend the implementation by formally notifying the coordinator thereof, specifying the reasons for the suspension and, in the cases referred to in points (a) and (b) of Article II.15.2.1, the definitive conditions for resuming the implementation or, in the case referred to in point (c) of Article II.15.2.1, the indicative date of completion of the necessary verification.

The coordinator shall inform the other beneficiaries immediately. The suspension shall take effect five calendar days after the receipt of the notification by the coordinator or on a later date, where the notification so provides.

In order to resume the implementation, the beneficiaries shall endeavour to meet the notified conditions as soon as possible and shall inform the Agency of any progress made in this respect.

Unless the Agreement or the participation of a beneficiary is terminated in accordance with Articles II.16.1, II.16.2 or points (c), (i) or (j) of Article II.16.3.1, the Agency shall, as soon as it considers that the conditions for resuming the implementation have been met or the necessary verification, including on-the-spot checks, has been carried out, formally notify the coordinator thereof and invite the coordinator to present a request for amendment of the Agreement as provided for in Article II.15.3.

II.15.3 Effects of the suspension

If the implementation of the action can be resumed and the Agreement is not terminated, an amendment to the Agreement shall be made in accordance with Article II.12 in order to establish the date on which the action shall be resumed, to extend the duration of the action and to make any other modifications that may be necessary to adapt the action to the new implementing conditions.

The suspension is deemed lifted as from the date of resumption of the action agreed by the parties in accordance with the first subparagraph. Such a date may be before the date on which the amendment enters into force.

Any costs incurred by the beneficiaries, during the period of suspension, for the implementation of the suspended action or the suspended part thereof, shall not be reimbursed or covered by the grant.

The right of the Agency to suspend the implementation is without prejudice to its right to terminate the Agreement or the participation of a beneficiary in accordance with Article II.16.3 and its right to reduce the grant or recover amounts unduly paid in accordance with Articles II.25.4 and II.26.

Neither party shall be entitled to claim compensation on account of a suspension by the other party.

ARTICLE II.16 – TERMINATION OF THE AGREEMENT

II.16.1 Termination of the Agreement by the coordinator

In duly justified cases, the coordinator, on behalf of all beneficiaries, may terminate the Agreement by formally notifying the Agency thereof, stating clearly the reasons and specifying the date on which the termination shall take effect. The notification shall be sent before the termination is due to take effect.

If no reasons are given or if the Agency considers that the reasons exposed cannot justify the termination, it shall formally notify the coordinator, specifying the grounds thereof, and the Agreement shall be deemed to have been terminated improperly, with the consequences set out in the fourth subparagraph of Article II.16.4.

II.16.2 Termination of the participation of one or more beneficiaries by the coordinator

In duly justified cases, the participation of any one or several beneficiaries in the Agreement may be terminated by the coordinator, acting on request of that beneficiary or those beneficiaries, or on behalf of all the other beneficiaries. When notifying such termination to the Agency, the coordinator shall include the reasons for the termination of the participation, the opinion of the beneficiary or beneficiaries the participation of which is terminated, the date on which the termination shall take effect and the proposal of the remaining beneficiaries relating to the reallocation of the tasks of that beneficiary or those beneficiaries or, where relevant, to the nomination of one or more replacements which shall succeed that beneficiary or those beneficiaries in all their rights and obligations under the Agreement. The notification shall be sent before the termination is due to take effect.

If no reasons are given or if the Agency considers that the reasons exposed cannot justify the termination, it shall formally notify the coordinator, specifying the grounds thereof, and the participation shall be deemed to have been terminated improperly, with the consequences set out in the fourth subparagraph of Article II.16.4.

Without prejudice to Article II.12.2, an amendment to the Agreement shall be made, in order to introduce the necessary modifications.

II.16.3 Termination of the Agreement or the participation of one or more beneficiaries by the Agency

II.16.3.1 The Agency may decide to terminate the Agreement or the participation of any one or several beneficiaries participating in the action, in the following circumstances:

- (a) if a change to the beneficiary's legal, financial, technical, organisational or ownership situation is likely to affect the implementation of the Agreement substantially or calls into question the decision to award the grant;
- (b) if, following the termination of the participation of any one or several beneficiaries, the necessary modifications to the Agreement would call into question the decision awarding the grant or would result in unequal treatment of applicants;
- (c) if the beneficiaries do not implement the action as specified in Annex I or if a beneficiary fails to comply with another substantial obligation incumbent on it under the terms of the Agreement;
- (d) in the event of *force majeure*, notified in accordance with Article II.14, or in the event of suspension by the coordinator as a result of exceptional circumstances, notified in accordance with Article II.15, where resuming the implementation is impossible or where the necessary modifications to the Agreement would call into question the decision awarding the grant or would result in unequal treatment of applicants;
- (e) if a beneficiary is declared bankrupt, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of any other similar proceedings concerning those matters, or is in an analogous situation arising from a similar procedure provided for in national legislation or regulations;

- (f) if a beneficiary or any related person, as defined in the second subparagraph, have been found guilty of professional misconduct proven by any means;
- (g) if a beneficiary is not in compliance with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or in which the action is implemented;
- (h) if the Agency has evidence that a beneficiary or any related person, as defined in the second subparagraph, have committed fraud, corruption, or are involved in a criminal organisation, money laundering or any other illegal activity detrimental to the Union's financial interests;
- (i) if the Agency has evidence that a beneficiary or any related person, as defined in the second subparagraph, have committed substantial errors, irregularities or fraud in the award procedure or in the implementation of the Agreement, including in the event of submission of false information or failure to submit required information in order to obtain the grant provided for in the Agreement; or
- (j) if the Agency has evidence that a beneficiary has committed systemic or recurrent errors, irregularities, fraud or breach of obligations under other grants funded by the Union or the European Atomic Energy Community which were awarded to that beneficiary under similar conditions, provided that those errors, irregularities, fraud or breach of obligations have a material impact on this grant.

For the purposes of points (f), (h) and (i), "any related person" shall mean any natural person who has the power to represent the beneficiary or to take decisions on its behalf.

II.16.3.2 Before terminating the Agreement or the participation of any one or several beneficiaries, the Agency shall formally notify the coordinator and, as may be the case, the beneficiary(ies) concerned of its intention to terminate, specifying the reasons thereof and inviting the coordinator, within 45 calendar days from receipt of the notification, to submit observations on behalf of all beneficiaries and, in the case of point (c) of Article II.16.3.1, to inform the Agency about the measures taken to ensure that the beneficiaries continue to fulfil their obligations under the Agreement.

If, after examination of the observations submitted by the coordinator, the Agency decides to stop the termination procedure, it shall formally notify the coordinator thereof.

If no observations have been submitted or if, despite the observations submitted by the coordinator, the Agency decides to pursue the termination procedure, it may terminate the Agreement or the participation of any one or several beneficiaries by formally notifying the coordinator thereof, specifying the reasons for the termination.

In the cases referred to in points (a), (b), (c), (e) and (g) of Article II.16.3.1, the formal notification shall specify the date on which the termination takes effect. In the cases referred to in points (d), (f), (h), (i) and (j) of Article II.16.3.1, the termination shall take effect on the day following the date on which the formal notification was received by the coordinator.

II.16.4 Effects of termination

Where the Agreement is terminated, payments by the Agency shall be limited to the amount determined in accordance with Article II.25 on the basis of the eligible costs incurred by the beneficiaries and the actual level of implementation of the action on the date when the termination takes effect. Costs relating to current commitments, which are not due for execution until after the termination, shall not be taken into account. The coordinator shall have 60 days from the date when the termination of the Agreement takes effect, as provided for in Articles II.16.1 and II.16.3.2, to produce a request for payment of the balance in accordance with Article II.23.2. If no request for payment of the balance is received within this time limit, the Agency shall not reimburse or cover any costs which are not included in a financial statement approved by it or which are not justified in a technical report approved by it. In accordance with Article II.26, the Agency shall recover any amount already paid, if its use is not substantiated by the technical reports and, where applicable, by the financial statements approved by the Agency.

Where the participation of a beneficiary is terminated, the beneficiary concerned shall submit to the coordinator a technical report and, where applicable, a financial statement covering the period from the end of the last reporting period according to Article I.4 for which a report has been submitted to the Agency to the date on which the termination takes effect. The technical report and the financial statement shall be submitted in due time to allow the coordinator to draw up the corresponding payment request. Only those costs incurred by the beneficiary concerned up to the date when termination of its participation takes effect shall be reimbursed or covered by the grant. Costs relating to current commitments, which were not due for execution until after the termination, shall not be taken into account. The request for payment for the beneficiary concerned shall be included in the next payment request submitted by the coordinator in accordance with the schedule laid down in Article I.4.

Where the Agency, in accordance with point (c) of Article II.16.3.1, is terminating the Agreement on the grounds that the coordinator has failed to produce the request for payment and, after a reminder, has still not complied with this obligation within the deadline set out in Article II.23.3, the first subparagraph shall apply, subject to the following:

- (a) there shall be no additional time period from the date when the termination of the Agreement takes effect for the coordinator to produce a request for payment of the balance in accordance with Article II.23.2; and
- (b) the Agency shall not reimburse or cover any costs incurred by the beneficiaries up to the date of termination or up to the end of the period set out in Article I.2.2, whichever is the earlier, which are not included in a financial statement approved by it or which are not justified in a technical report approved by it.

In addition to the first, second and third subparagraphs, where the Agreement or the participation of a beneficiary is terminated improperly by the coordinator within the meaning of Articles II.16.1 and II.16.2, or where the Agreement or the participation of a beneficiary is terminated by the Agency on the grounds set out in points (c), (f), (h), (i) and (j) of Article II.16.3.1, the Agency may also reduce the grant or recover amounts unduly paid in accordance with Articles II.25.4 and II.26, in proportion to the gravity of the failings in question and after allowing the coordinator, and, where relevant, the beneficiaries concerned, to submit their observations.

Neither party shall be entitled to claim compensation on account of a termination by the other party.

ARTICLE II.17 – ADMINISTRATIVE AND FINANCIAL PENALTIES

II.17.1 By virtue of Articles 109 and 131(4) Regulation (EU, EURATOM) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and with due regard to the principle of proportionality, a beneficiary which has committed substantial errors, irregularities or fraud, has made false declarations in supplying required information or has failed to supply such information at the moment of the submission of the application or during the implementation of the grant, or has been found in serious breach of its obligations under the Agreement shall be liable to:

- (a) administrative penalties consisting of exclusion from all contracts and grants financed by the Union budget for a maximum of five years from the date on which the infringement is established and confirmed following a contradictory procedure with the beneficiary; and/or
- (b) financial penalties of 2% to 10% of the value of the contribution the beneficiary concerned is entitled to in accordance with the estimated budget set out in Annex III.

In the event of another infringement within five years following the establishment of the first infringement, the period of exclusion under point (a) may be extended to 10 years and the range of the rate referred to in point (b) may be increased to 4% to 20%.

II.17.2 The Agency shall formally notify the beneficiary concerned of any decision to apply such penalties.

The Agency is entitled to publish such decision under the conditions and within the limits specified in Article 109(3) of Regulation (EU, EURATOM) No 966/2012.

An action may be brought against such decision before the General Court of the European Union, pursuant to Article 263 Treaty on the Functioning of the European Union ("TFEU").

ARTICLE II.18 – APPLICABLE LAW, SETTLEMENT OF DISPUTES AND ENFORCEABLE DECISION

II.18.1 The Agreement is governed by the applicable Union law complemented, where necessary, by the law of Belgium.

II.18.2 Pursuant to Article 272 TFEU, the General Court or, on appeal, the Court of Justice of the European Union, shall have sole jurisdiction to hear any dispute between the Agency and/or the Union and any beneficiary concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.

II.18.3 By virtue of Article 299 TFEU, for the purposes of recoveries within the meaning of Article II.26 or financial penalties, the Commission may adopt an enforceable decision to impose pecuniary obligations on persons other than States. An action may be brought against such decision before the General Court of the European Union pursuant to Article 263 TFEU.

PART B – FINANCIAL PROVISIONS**ARTICLE II.19 – ELIGIBLE COSTS – NOT APPLICABLE****ARTICLE II.20 – IDENTIFIABILITY AND VERIFIABILITY OF THE AMOUNTS DECLARED****II.20.1 Reimbursement of actual costs**

Where, in accordance with Article I.3(a)(i), the grant takes the form of the reimbursement of actual costs, the beneficiary must declare as eligible costs the costs it actually incurred for the action.

If requested to do so in the context of the checks or audits described in Article II.27, the beneficiary must be able to provide adequate supporting documents to prove the costs declared, such as contracts, invoices and accounting records. In addition, the beneficiary's usual accounting and internal control procedures must permit direct reconciliation of the amounts declared with the amounts recorded in its accounting statements as well as with the amounts indicated in the supporting documents.

II.20.2 Reimbursement of pre-determined unit costs or pre-determined unit contribution

Where, in accordance with Article I.3(a)(ii) or (b), the grant takes the form of the reimbursement of unit costs or of a unit contribution, the beneficiary must declare as eligible costs or as requested contribution the amount obtained by multiplying the amount per unit specified in Article I.3(a)(ii) or (b) by the actual number of units used or produced.

If requested to do so in the context of the checks or audits described in Article II.27, the beneficiary must be able to provide adequate supporting documents to prove the number of units declared. However, the beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, notably accounting statements, to prove the amount declared per unit.

II.20.3 Reimbursement of pre-determined lump sum costs or pre-determined lump sum contribution

Where, in accordance with Article I.3(a)(iii) or (c), the grant takes the form of the reimbursement of lump sum costs or of a lump sum contribution, the beneficiary must declare as eligible costs or as requested contribution the global amount specified in Article I.3(a)(iii) or (c), subject to the proper implementation of the corresponding tasks or part of the action as described in Annex I.

If requested to do so in the context of the checks or audits described in Article II.27, the beneficiary must be able to provide adequate supporting documents to prove the proper implementation. However, the beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, notably accounting statements, to prove the amount declared as lump sum.

II.20.4 Reimbursement of pre-determined flat-rate costs or pre-determined flat-rate contribution

Where, in accordance with Article I.3(a)(iv) or (d), the grant takes the form of the reimbursement of flat-rate costs or of a flat-rate contribution, the beneficiary must declare as eligible costs or as requested contribution the amount obtained by applying the flat rate specified in Article I.3(a)(iv) or (d).

If requested to do so in the context of the checks or audits described in Article II.27, the beneficiary must be able to provide adequate supporting documents to prove the eligible costs or requested contribution to which the flat rate applies. However, the beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, notably accounting statements, for the flat rate applied.

II.20.5 Reimbursement of costs declared on the basis of the beneficiary's usual cost accounting practices

Where, in accordance with Article I.3(a)(v), the grant takes the form of the reimbursement of unit costs declared on the basis of the beneficiary's usual cost accounting practices, the beneficiary must declare as eligible costs the amount obtained by multiplying the amount per unit calculated in accordance with its usual cost accounting practices by the actual number of units used or produced. If requested to do so in the context of the checks or audits described in Article II.27, the beneficiary must be able to provide adequate supporting documents to prove the number of units declared.

Where, in accordance with Article I.3(a)(v), the grant takes the form of the reimbursement of lump sum costs declared on the basis of the beneficiary's usual cost accounting practices, the beneficiary must declare as eligible costs the global amount calculated in accordance with its usual cost accounting practices, subject to the proper implementation of the corresponding tasks or part of the action. If requested to do so in the context of the checks or audits described in Article II.27, the beneficiary must be able to provide adequate supporting documents to prove the proper implementation.

Where, in accordance with Article I.3(a)(v), the grant takes the form of the reimbursement of flat-rate costs declared on the basis of the beneficiary's usual cost accounting practices, the beneficiary must declare as eligible costs the amount obtained by applying the flat rate calculated in accordance with its usual cost accounting practices. If requested to do so in the context of the checks or audits described in Article II.27, the beneficiary must be able to provide adequate supporting documents to prove the eligible costs to which the flat rate applies.

In all three cases provided for in the first, second and third subparagraphs, the beneficiary does not need to identify the actual eligible costs covered, but it must ensure that the cost accounting practices used for the purpose of declaring eligible costs are in compliance with the following conditions:

- (a) the cost accounting practices used constitute its usual cost accounting practices and are applied in a consistent manner, based on objective criteria independent from the source of funding;
- (b) the costs declared can be directly reconciled with the amounts recorded in its general accounts; and
- (c) the categories of costs used for the purpose of determining the costs declared are exclusive of any ineligible cost or costs covered by other forms of grant in accordance with Article I.3.

Where the Special Conditions provide for the possibility for the beneficiary to request the Agency to assess the compliance of its usual cost accounting practices, the beneficiary may submit a request for assessment, which, where required by the Special Conditions, shall be accompanied by a certificate on the compliance of the cost accounting practices ("certificate on the compliance of the cost accounting practices").

The certificate on the compliance of the cost accounting practices shall be produced by an approved auditor or, in case of public bodies, by a competent and independent public officer.

The certificate shall certify that the beneficiary's cost accounting practices used for the purpose of declaring eligible costs comply with the conditions laid down in the fourth subparagraph and with the additional conditions which may be laid down in the Special Conditions.

Where the Agency has confirmed that the usual cost accounting practices of the beneficiary are in compliance, costs declared in application of these practices shall not be challenged *ex post*, provided that the practices actually used comply with those approved by the Agency and that the beneficiary did not conceal any information for the purpose of their approval.

ARTICLE II.21 – ELIGIBILITY OF COSTS OF ENTITIES AFFILIATED TO THE BENEFICIARIES

Where the Special Conditions contain a provision on entities affiliated to the beneficiaries, costs incurred by such an entity are eligible, provided that they satisfy the same conditions under Articles II.19 and II.20 as apply to the beneficiary, and that the beneficiary the entity is affiliated to ensures that the conditions applicable to him under Articles II.3, II.4, II.5, II.7, II.9, II.10 and II.27 are also applicable to the entity.

ARTICLE II.22 – BUDGET TRANSFERS

Without prejudice to Article II.10 and provided that the action is implemented as described in Annex I, beneficiaries are allowed to adjust the estimated budget set out in Annex III by transfers between themselves and between the different budget categories, without this adjustment being considered as an amendment of the Agreement within the meaning of Article II.12.

By way of derogation from the first subparagraph, should beneficiaries want to modify the value of the contribution that each of them is entitled to as referred to in point (b) of Article II.17.1 and point (c) of Article II.26.3, the coordinator shall request an amendment in accordance to Article II.12.

The first two subparagraphs do not apply to amounts which, in accordance with Article I.3(a)(iii) or (c), take the form of lump sums.

ARTICLE II.23 – TECHNICAL AND FINANCIAL REPORTING – REQUESTS FOR PAYMENT AND SUPPORTING DOCUMENTS

II.23.1 Requests for further pre-financing payments and supporting documents

Where, in accordance with Article I.4.1, the pre-financing shall be paid in several instalments and where Article I.4.1 provides for a further pre-financing payment subject to having used all or part of the previous instalment, the coordinator may submit a request for a further pre-financing payment once the percentage of the previous instalment specified in Article I.4.1 has been used.

Where, in accordance with Article I.4.1, the pre-financing shall be paid in several instalments and where Article I.4.1 provides for a further pre-financing payment at the end of a reporting period, the coordinator shall submit a request for a further pre-financing payment within 60 days following the end of each reporting period for which a new pre-financing payment is due.

In both cases, the request shall be accompanied by the following documents:

- (a) a progress report on implementation of the action (“technical report on progress”);
- (b) a statement on the amount of the previous pre-financing instalment used to cover costs of the action (“statement on the use of the previous pre-financing instalment”), drawn up in accordance with Annex VI;
- (c) where required by Article I.4.1, a financial guarantee; and

- (d) an updated report on the distribution of the Union financial contribution between the beneficiaries, including amounts and dates of transfer.

II.23.2 Requests for interim payments or for payment of the balance and supporting documents

The coordinator shall submit a request for an interim payment or for payment of the balance within 60 days following the end of each reporting period for which, in accordance with Article I.4.1, an interim payment or the payment of the balance is due.

This request shall be accompanied by the following documents:

- (a) an interim report ("interim technical report") or, for the payment of the balance, a final report on implementation of the action ("final technical report"), drawn up in accordance with Annex V; the interim or final technical report must contain the information needed to justify the eligible costs declared or the contribution requested on the basis of unit costs and lump sums where the grant takes the form of the reimbursement of unit or lump sum costs or of a unit or lump sum contribution in accordance with Article I.3(a)(ii), (iii), (b) or (c), as well as information on subcontracting as referred to in Article II.10.2(d);
- (b) an interim financial statement ("interim financial statement") or, for the payment of the balance, a final financial statement ("final financial statement"); the interim or final financial statements must include a consolidated statement as well as a breakdown of the amounts claimed by each beneficiary and its affiliated entities; they must be drawn up in accordance with the structure of the estimated budget set out in Annex III and with Annex VI and detail the amounts for each of the forms of grant set out in Article I.3 for the reporting period concerned;
- (c) only for the payment of the balance, a summary financial statement ("summary financial statement"); this statement must include a consolidated financial statement and a breakdown of the amounts declared or requested by each beneficiary and its affiliated entities, aggregating the financial statements already submitted previously and indicating the receipts referred to in Article II.25.3.2 for each beneficiary and its affiliated entities; it must be drawn up in accordance with Annex VI;
- (d) where required by Article I.4.1 or for each beneficiary for which the total contribution in the form of reimbursement of actual costs as referred to in Article I.3(a)(i) is at least EUR 750 000 and which requests a reimbursement in that form of at least EUR 325 000 (when adding all previous reimbursements in that form for which a certificate on the financial statements has not been submitted), a certificate on the financial statements and underlying accounts ("certificate on the financial statements") ;

This certificate shall be produced by an approved auditor or, in case of public bodies, by a competent and independent public officer and drawn up in accordance with Annex VII. It shall certify that the costs declared in the interim or final financial statement by the beneficiary concerned or its affiliated entities for the categories of costs reimbursed in accordance with Article I.3(a)(i) are real, accurately recorded and eligible in accordance with the Agreement. In addition, for the payment of the balance, it shall certify that all the receipts referred to in Article II.25.3.2 have been declared; and

- (e) where required by Article I.4.1, an operational verification report ("operational verification report"), produced by an independent third party approved by the Agency and drawn up in accordance with Annex VIII.

This report shall state that the actual implementation of the action as described in the interim or final report complies with the conditions set out in the Agreement.

- (f) an updated report on the distribution of the Union financial contribution between the beneficiaries, including amounts and dates of transfer.

The coordinator shall certify that the information provided in the request for interim payment or for payment of the balance is full, reliable and true. It shall also certify that the costs incurred can be considered eligible in accordance with the Agreement and that the request for payment is substantiated by adequate supporting documents that can be produced in the context of the checks or audits described in Article II.27. In addition, for the payment of the balance, it shall certify that all the receipts referred to in Article II.25.3.2 have been declared.

II.23.3 Non-submission of documents

Where the coordinator has failed to submit a request for interim payment or payment of the balance accompanied by the documents referred to above within 60 days following the end of the corresponding reporting period and where the coordinator still fails to submit such a request within 60 days following a written reminder sent by the Agency, the Agency reserves the right to terminate the Agreement in accordance with Article II.16.3.1(c), with the effects described in the third and the fourth subparagraphs of Article II.16.4.

II.23.4 Currency for requests for payment and financial statements and conversion into euro

Requests for payment and financial statements shall be drafted in euro.

Beneficiaries with general accounts in a currency other than the euro shall convert costs incurred in another currency into euro at the average of the daily exchange rates published in the C series of *Official Journal of the European Union*, determined over the corresponding reporting period. Where no daily euro exchange rate is published in the *Official Journal of the European Union* for the currency in question, conversion shall be made at the average of the monthly accounting rates established by the Commission and published on its website (http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm), determined over the corresponding reporting period.

Beneficiaries with general accounts in euro shall convert costs incurred in another currency into euro according to their usual accounting practices.

ARTICLE II.24 – PAYMENTS AND PAYMENT ARRANGEMENTS

II.24.1 Pre-financing

The pre-financing is intended to provide the beneficiaries with a float.

Without prejudice to Article II.24.6, where Article I.4.1 provides for a pre-financing payment upon entry into force of the Agreement, the Agency shall pay to the coordinator within 30 days following that date or, where required by Article I.4.1, following receipt of the financial guarantee.

Where payment of pre-financing is conditional on receipt of a financial guarantee, the financial guarantee shall fulfill the following conditions:

- (a) it is provided by a bank or an approved financial institution or, at the request of the coordinator and acceptance by the Agency, by a third party;
- (b) the guarantor stands as first-call guarantor and does not require the Agency and/or the Commission to have recourse against the principal debtor (i.e. the beneficiary concerned); and

- (c) it provides that it remains in force until the pre-financing is cleared against interim payments or payment of the balance by the Agency and, in case the payment of the balance is made in the form of a debit note, three months after the debit note is notified to a beneficiary. The Agency shall release the guarantee within the following month.

II.24.2 Further pre-financing payments

Without prejudice to Articles II.24.5 and II.24.6, on receipt of the documents referred to in Article II.23.1, the Agency shall pay to the coordinator the new pre-financing instalment within 60 days.

Where the statement on the use of the previous pre-financing instalment submitted in accordance with Article II.23.1 shows that less than 70% of the previous pre-financing instalment paid has been used to cover costs of the action, the amount of the new pre-financing to be paid shall be reduced by the difference between the 70% threshold and the amount used.

II.24.3 Interim payments

Interim payments are intended to reimburse or cover the eligible costs incurred for the implementation of the action during the corresponding reporting periods.

Without prejudice to Articles II.24.5 and II.24.6, on receipt of the documents referred to in Article II.23.2, the Agency shall pay to the coordinator the amount due as interim payment within the time limit specified in Article I.4.2.

This amount shall be determined following approval of the request for interim payment and of the accompanying documents and in accordance with the fourth, fifth and sixth subparagraphs. Approval of the request for interim payment and of the accompanying documents shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information it contains.

Without prejudice to any ceiling set out in Article I.4.1 and to Articles II.24.5 and II.24.6, the amount due as interim payment shall be determined as follows:

- (a) where, in accordance with Article I.3(a), the grant takes the form of the reimbursement of eligible costs, the amount obtained by application of the reimbursement rate specified in that Article to the eligible costs of the action approved by the Agency for the concerned reporting period and the corresponding categories of costs, beneficiaries and affiliated entities; if Article I.4.1 specifies another reimbursement rate, this other rate shall be applied instead;
- (b) where, in accordance with Article I.3(b), the grant takes the form of a unit contribution, the amount obtained by multiplying the unit contribution specified in that Article by the actual number of units approved by the Agency for the concerned reporting period and for the corresponding beneficiaries and affiliated entities;
- (c) where, in accordance with Article I.3(c), the grant takes the form of a lump sum contribution, the lump sum specified in that Article for the corresponding beneficiaries and affiliated entities, subject to approval by the Agency of the proper implementation during the concerned reporting period of the corresponding tasks or part of the action in accordance with Annex I;
- (d) where, in accordance with Article I.3(d), the grant takes the form of a flat-rate contribution, the amount obtained by applying the flat rate referred to in that Article to the eligible costs or to the contribution accepted by the Agency for the concerned reporting period and the corresponding beneficiaries and affiliated entities.

Where Article I.3 provides for a combination of different forms of grant, these amounts shall be added.

Where Article I.4.1 requires that the interim payment clears all or part of the pre-financing paid to the beneficiaries, the amount of pre-financing to be cleared shall be deducted from the amount due as interim payment, as determined in accordance with the fourth and fifth subparagraphs.

II.24.4 Payment of the balance

The payment of the balance, which may not be repeated, is intended to reimburse or cover after the end of the period set out in Article I.2.2 the remaining part of the eligible costs incurred by the beneficiaries for its implementation. Where the total amount of earlier payments is greater than the final amount of the grant determined in accordance with Article II.25, the payment of the balance may take the form of a recovery as provided for by Article II.26.

Without prejudice to Articles II.24.5 and II.24.6, on receipt of the documents referred to in Article II.23.2, the Agency shall pay the amount due as the balance within the time limit specified in Article I.4.2.

This amount shall be determined following approval of the request for payment of the balance and of the accompanying documents and in accordance with the fourth subparagraph. Approval of the request for payment of the balance and of the accompanying documents shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information it contains.

The amount due as the balance shall be determined by deducting, from the final amount of the grant determined in accordance with Article II.25, the total amount of pre-financing and interim payments already made,

II.24.5 Suspension of the time limit for payment

The Agency may suspend the time limit for payment specified in Articles I.4.2 and II.24.2 at any time by formally notifying the coordinator that its request for payment cannot be met, either because it does not comply with the provisions of the Agreement, or because the appropriate supporting documents have not been produced, or because there is doubt about the eligibility of the costs declared in the financial statement.

The coordinator shall be notified as soon as possible of any such suspension, together with the reasons thereof.

Suspension shall take effect on the date when notification is sent by the Agency. The remaining payment period shall start to run again from the date on which the requested information or revised documents are received or the necessary further verification, including on-the-spot checks, is carried out. Where the suspension exceeds two months, the coordinator may request a decision by the Agency on whether the suspension is to be continued.

Where the time limit for payment has been suspended following the rejection of one of the technical reports or financial statements provided for by Article II.23 and the new report or statement submitted is also rejected, the Agency reserves the right to terminate the Agreement in accordance with Article II.16.3.1(c), with the effects described in Article II.16.4.

II.24.6 Suspension of payments

The Agency may, at any time during the implementation of the Agreement, suspend the pre-financing payments, interim payments or payment of the balance for all beneficiaries, or suspend the pre-financing payments or interim payments for any one or several beneficiaries:

- (a) if the Agency has evidence that a beneficiary has committed substantial errors, irregularities or fraud in the award procedure or in the implementation of the grant, or if a beneficiary fails to comply with its obligations under the Agreement;

- (b) if the Agency has evidence that a beneficiary has committed systemic or recurrent errors, irregularities, fraud or breach of obligations under other grants funded by the Union or by the European Atomic Energy Community which were awarded to that beneficiary under similar conditions, provided that those errors, irregularities, fraud or breach of obligations have a material impact on this grant; or
- (c) if the Agency suspects substantial errors, irregularities, fraud or breach of obligations committed by a beneficiary in the award procedure or in the implementation of the Agreement and needs to verify whether they have actually occurred.

Before suspending payments, the Agency shall formally notify the coordinator of its intention to suspend payments, specifying the reasons thereof and, in the cases referred to in points (a) and (b) of the first subparagraph, the necessary conditions for resuming payments. The coordinator shall be invited to make any observations on behalf of all beneficiaries within 30 calendar days from receipt of this notification.

If, after examination of the observations submitted by the coordinator, the Agency decides to stop the procedure of payment suspension, the Agency shall formally notify the coordinator thereof.

If no observations have been submitted or if, despite the observations submitted by the coordinator, the Agency decides to pursue the procedure of payment suspension, it may suspend payments by formally notifying the coordinator, specifying the reasons for the suspension and, in the cases referred to in points (a) and (b) of the first subparagraph, the definitive conditions for resuming payments or, in the case referred to in point (c) of the first subparagraph, the indicative date of completion of the necessary verification.

The coordinator shall inform the other beneficiaries immediately. The suspension of payments shall take effect on the date when the notification is sent by the Agency.

In order to resume payments, the beneficiaries shall endeavour to meet the notified conditions as soon as possible and shall inform the Agency of any progress made in this respect.

The Agency shall, as soon as it considers that the conditions for resuming payments have been met or the necessary verification, including on-the-spot checks, has been carried out, formally notify the coordinator thereof.

During the period of suspension of payments and without prejudice to the right to suspend the implementation of the action in accordance with Article II.15.1 or to terminate the Agreement or the participation of a beneficiary in accordance with Article II.16.1 and Article II.16.2, the coordinator is not entitled to submit any requests for payments and supporting documents referred to in Article II.23 or, where the suspension concerns the pre-financing payments or interim payments for one or several beneficiaries only, any requests for payments and supporting documents relating to the participation of the concerned beneficiary or beneficiaries in the action.

The corresponding requests for payments and supporting documents may be submitted as soon as possible after resumption of payments or may be included in the first request for payment due following resumption of payments in accordance with the schedule laid down in Article I.4.1.

II.24.7 Notification of amounts due

The Agency shall formally notify the amounts due, specifying whether it is a further pre-financing payment, an interim payment or the payment of the balance. In the case of payment of the balance, it shall also specify the final amount of the grant determined in accordance with Article II.25.

II.24.8 Interest on late payment

On expiry of the time limits for payment specified in Articles I.4.2, II.24.1 and II.24.2, and without prejudice to Articles II.24.5 and II.24.6, the beneficiaries are entitled to interest on late payment at the rate applied by the European Central Bank for its main refinancing operations in euros ("the reference rate"), plus three and a half points. The reference rate shall be the rate in force on the first day of the month in which the time limit for payment expires, as published in the C series of the *Official Journal of the European Union*.

The first subparagraph shall not apply where all beneficiaries are Member States of the Union, including regional and local government authorities and other public bodies acting in the name and on behalf of the Member State for the purpose of this Agreement.

The suspension of the time limit for payment in accordance with Article II.24.5 or of payment by the Agency in accordance with Article II.24.6 may not be considered as late payment.

Interest on late payment shall cover the period running from the day following the due date for payment, up to and including the date of actual payment as established in Article II.24.10. The interest payable shall not be considered for the purposes of determining the final amount of grant within the meaning of Article II.25.3.

By way of derogation from the first subparagraph, when the calculated interest is lower than or equal to EUR 200, it shall be paid to the coordinator only upon request submitted within two months of receiving late payment.

II.24.9 Currency for payments

Payments by the Agency shall be made in euro.

II.24.10 Date of payment

Payments by the Agency shall be deemed to be effected on the date when they are debited to the Commission's account.

II.24.11 Costs of payment transfers

Costs of the payment transfers shall be borne in the following way:

- (a) costs of transfer charged by the bank of the Agency and/or the Commission shall be borne by the Agency and/or the Commission;
- (b) costs of transfer charged by the bank of a beneficiary shall be borne by the beneficiary;
- (c) all costs of repeated transfers caused by one of the parties shall be borne by the party which caused the repetition of the transfer.

II.24.12 Payments to the coordinator

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

ARTICLE II.25 – DETERMINING THE FINAL AMOUNT OF THE GRANT**II.25.1 Calculation of the final amount**

Without prejudice to Articles II.25.2, II.25.3 and II.25.4, the final amount of the grant shall be determined as follows:

- (a) where, in accordance with Article I.3(a), the grant takes the form of the reimbursement of eligible costs, the amount obtained by application of the reimbursement rate specified in that Article to the eligible costs of the action approved by the Agency for the corresponding categories of costs, beneficiaries and affiliated entities;
- (b) where, in accordance with Article I.3(b), the grant takes the form of a unit contribution, the amount obtained by multiplying the unit contribution specified that Article by the actual number of units approved by the Agency for the corresponding beneficiaries and affiliated entities;
- (c) where, in accordance with Article I.3(c), the grant takes the form of a lump sum contribution, the lump sum specified in that Article for the corresponding beneficiaries and affiliated entities, subject to approval by the Agency of the proper implementation of the corresponding tasks or part of the action in accordance with Annex I;
- (d) where, in accordance with Article I.3(d), the grant takes the form of a flat-rate contribution, the amount obtained by applying the flat rate referred to in that Article to the eligible costs or to the contribution accepted by the Agency for the corresponding beneficiaries and affiliated entities.

Where Article I.3 provides for a combination of different forms of grant, these amounts shall be added.

II.25.2 Maximum amount

The total amount paid to the beneficiaries by the Agency may in no circumstances exceed the maximum amount specified in Article I.3.

Where the amount determined in accordance with Article II.25.1 exceeds this maximum amount, the final amount of the grant shall be limited to the maximum amount specified in Article I.3.

II.25.3 No-profit rule and taking into account of receipts

- II.25.3.1** The grant may not produce a profit for the beneficiaries, unless specified otherwise in the Special Conditions. "Profit" shall mean a surplus of the receipts over the eligible costs of the action.
- II.25.3.2** The receipts to be taken into account are the consolidated receipts established, generated or confirmed on the date on which the request for payment of the balance is drawn up by the coordinator, which fall within one of the following two categories:
 - (a) income generated by the action; or
 - (b) financial contributions specifically assigned by the donors to the financing of the eligible costs of the action reimbursed by the Agency in accordance with Article I.3(a)(i).
- II.25.3.3** The following shall not be considered as receipts to be taken into account for the purpose of verifying whether the grant produces a profit for the beneficiaries:
 - (a) financial contributions referred to in point (b) of Article II.25.3.2, which may be used by the beneficiaries to cover costs other than the eligible costs under the Agreement;
 - (b) financial contributions referred to in point (b) of Article II.25.3.2, the unused part of which is not due to the donors at the end of the period set out in Article I.2.2.

II.25.3.4 The eligible costs to be taken into account are the consolidated eligible costs approved by the Agency for the categories of costs reimbursed in accordance with Article I.3(a).

II.25.3.5 Where the final amount of the grant determined in accordance with Articles II.25.1 and II.25.2 would result in a profit for the beneficiaries, the profit shall be deducted in proportion to the final rate of reimbursement of the actual eligible costs of the action approved by the Agency for the categories of costs referred to in Article I.3(a)(i). This final rate shall be calculated on the basis of the final amount of the grant in the form referred to in Article I.3(a)(i), as determined in accordance with Articles II.25.1 and II.25.2.

II.25.4 Reduction for poor, partial or late implementation

If the action is not implemented or is implemented poorly, partially or late, the Agency may reduce the grant initially provided for, in line with the actual implementation of the action according to the terms laid down in the Agreement.

ARTICLE II.26 – RECOVERY

II.26.1 Recovery at the time of payment of the balance

Where the payment of the balance takes the form of a recovery, the coordinator shall repay the Agency the amount in question, even if it has not been the final recipient of the amount due.

II.26.2 Recovery after payment of the balance

Where an amount is to be recovered in accordance with Articles II.27.6, II.27.7 and II.27.8, the beneficiary concerned by the audit or OLAF findings shall repay the Agency the amount in question. Where the audit findings do not concern a specific beneficiary, the coordinator shall repay the Agency the amount in question, even if it has not been the final recipient of the amount due.

Each beneficiary shall be responsible for the repayment of any amount unduly paid by the Agency as a contribution towards the costs incurred by its affiliated entities.

II.26.3 Recovery procedure

Before recovery, the Agency shall formally notify the beneficiary concerned of its intention to recover the amount unduly paid, specifying the amount due and the reasons for recovery and inviting the beneficiary to make any observations within a specified period.

If no observations have been submitted or if, despite the observations submitted by the beneficiary, the Agency decides to pursue the recovery procedure, the Agency may confirm recovery by formally notifying to the beneficiary a debit note ("debit note"), specifying the terms and the date for payment.

If payment has not been made by the date specified in the debit note, the Agency shall recover the amount due:

- (a) by offsetting it against any amounts owed to the beneficiary concerned by the Union or the European Atomic Energy Community (Euratom) ("offsetting"); in exceptional circumstances, justified by the necessity to safeguard the financial interests of the Union, the Agency may recover by offsetting before the due date; the beneficiary's prior consent shall not be required; an action may be brought against such offsetting before the General Court of the European Union pursuant to Article 263 TFEU;

- (b) by drawing on the financial guarantee where provided for in accordance with Article I.4.1 (“drawing on the financial guarantee”);
- (c) by holding the beneficiaries jointly and severally liable up to the value of the contribution that the beneficiary held liable is entitled to receive. This contribution shall be that indicated in the estimated budget breakdown as set out in Annex III as last amended;
- (d) by taking legal action in accordance with Article II.18.2 or with the Special Conditions or by adopting an enforceable decision in accordance with Article II.18.3.

For the purposes of point (c) of the third subparagraph, the beneficiaries shall not be jointly and severally liable for financial penalties which could be imposed on any defaulting beneficiary in accordance with Article II.17.

II.26.4 Interest on late payment

If payment has not been made by the date set out in the debit note, the amount due shall bear interest at the rate established in Article II.24.8. Interest on late payment shall cover the period running from the day following the due date for payment, up to and including the date when the Agency and/or the Commission actually receives payment in full of the outstanding amount.

Any partial payment shall first be appropriated against charges and interest on late payment and then against the principal.

II.26.5 Bank charges

Bank charges incurred in connection with the recovery of the sums owed to the Agency and/or the Commission shall be borne by the beneficiary concerned except where Directive 2007/64/EC of the European Parliament and of the Council of 13 November 2007 on payment services in the internal market amending Directives 97/7/EC, 2002/65/EC, 2005/60/EC and 2006/48/EC and repealing Directive 97/5/EC applies.

ARTICLE II.27 – CHECKS, AUDITS AND EVALUATION

II.27.1 Technical and financial checks, audits, interim and final evaluations

The Agency and/or the Commission may carry out technical and financial checks and audits in relation to the use of the grant. It may also check the statutory records of the beneficiaries for the purpose of periodic assessments of lump sum, unit cost or flat-rate amounts.

Information and documents provided in the framework of checks or audits shall be treated on a confidential basis.

In addition, the Agency and/or the Commission may carry out interim or final evaluation of the impact of the action measured against the objective of the Union programme concerned.

Checks, audits or evaluations made by the Agency and/or the Commission may be carried out either directly by its own staff or by any other outside body authorised to do so on its behalf.

Such checks, audits or evaluations may be initiated during the implementation of the Agreement and for a period of five years starting from the date of payment of the balance. This period shall be limited to three years in case the maximum amount specified in Article I.3 is not more than EUR 60 000.

The check, audit or evaluation procedure shall be deemed to be initiated on the date of receipt of the letter of the Agency or the Commission announcing it.

II.27.2 Duty to keep documents

The beneficiaries shall keep all original documents, especially accounting and tax records, stored on any appropriate medium, including digitalised originals when they are authorised by their respective national law and under the conditions laid down therein, for a period of five years starting from the date of payment of the balance.

This period shall be limited to three years if the maximum amount specified in Article I.3 is not more than EUR 60 000.

The periods set out in the first and second subparagraphs shall be longer if there are on-going audits, appeals, litigation or pursuit of claims concerning the grant, including in the case referred to in Article II.27.7. In such cases, the beneficiaries shall keep the documents until such audits, appeals, litigation or pursuit of claims are closed.

II.27.3 Obligation to provide information

Where a check, audit or evaluation is initiated before the payment of the balance, the coordinator shall provide any information, including information in electronic format, requested by the Agency and/or Commission or by any other outside body authorised by it. Where appropriate, the Agency and/or the Commission may request such information to be provided directly by a beneficiary.

Where a check or audit is initiated after payment of the balance, such information shall be provided by the beneficiary concerned.

In case the beneficiary concerned does not comply with the obligations set out in the first and second subparagraphs, the Agency and/or the Commission may consider:

- (a) any cost insufficiently substantiated by information provided by the beneficiary as ineligible;
- (b) any unit, lump sum or flat-rate contribution insufficiently substantiated by information provided by the beneficiary as undue.

II.27.4 On-the-spot visits

During an on-the-spot visit, the beneficiaries shall allow Agency and/or Commission staff and outside personnel authorised by the Agency and/or by the Commission to have access to the sites and premises where the action is or was carried out, and to all the necessary information, including information in electronic format.

They shall ensure that the information is readily available at the moment of the on-the-spot visit and that information requested is handed over in an appropriate form.

In case the beneficiary concerned refuses to provide access to the sites, premises and information in accordance with the first and second subparagraphs, the Agency and/or the Commission may consider:

- (a) any cost insufficiently substantiated by information provided by the beneficiary as ineligible;
- (b) any unit, lump sum or flat-rate contribution insufficiently substantiated by information provided by the beneficiary as undue.

II.27.5 Contradictory audit procedure

On the basis of the findings made during the audit, a provisional report ("draft audit report") shall be drawn up. It shall be sent by the Agency and/or the Commission or its authorised representative to the beneficiary concerned, which shall have 30 days from the date of receipt to submit observations. The final report ("final audit report") shall be sent to the beneficiary concerned within 90 days of expiry of the time limit for submission of observations, unless the observations submitted by the beneficiary lead to further audit work, checks or discussions by the Agency and/or the Commission or its authorised representative.

II.27.6 Effects of audit findings

On the basis of the final audit findings, the Agency and/or the Commission may take the measures which it considers necessary, including recovery at the time of payment of the balance or after payment of the balance of all or part of the payments made by it, in accordance with Article II.26.

In the case of final audit findings made after the payment of the balance, the amount to be recovered shall correspond to the difference between the revised final amount of the grant, determined in accordance with Article II.25, and the total amount paid to the beneficiaries under the Agreement for the implementation of the action.

II.27.7 Correction of systemic or recurrent errors, irregularities, fraud or breach of obligations

II.27.7.1 The Agency and/or the Commission may take all measures which it considers necessary, including recovery at the time of payment of the balance or after payment of the balance of all or part of the payments made by it under the Agreement, in accordance with Article II.26, where the following conditions are fulfilled:

- (a) the beneficiary is found, on the basis of an audit of other grants awarded to it under similar conditions, to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on this grant; and
- (b) the final audit report containing the findings of the systemic or recurrent errors, irregularities, fraud or breach of obligations is received by the beneficiary within the period referred to in Article II.27.1.

II.27.7.2 The Agency and/or the Commission shall determine the amount to be corrected under the Agreement:

- (a) wherever possible and practicable, on the basis of costs unduly declared as eligible under the Agreement.

For that purpose, the beneficiary concerned shall revise the financial statements submitted under the Agreement taking account of the findings and resubmit them to the Agency and/or the Commission within 60 days from the date of receipt of the final audit report containing the findings of the systemic or recurrent errors, irregularities, fraud or breach of obligations.

In the case of systemic or recurrent errors, irregularities, fraud or breach of obligations found after the payment of the balance, the amount to be recovered shall correspond to the difference between the revised final amount of the grant, determined in accordance with Article II.25 on the basis of the revised eligible costs declared by the beneficiary and approved by the Agency and/or by the Commission, and the total amount paid to the beneficiaries under the Agreement for the implementation of the action;

- (b) where it is not possible or practicable to quantify precisely the amount of ineligible costs under the Agreement, by extrapolating the correction rate applied to the eligible costs for the grants for which the systemic or recurrent errors or irregularities have been found.

The Agency and/or the Commission shall formally notify the extrapolation method to be applied to the beneficiary concerned, which shall have 60 days from the date of receipt of the notification to submit observations and to propose a duly substantiated alternative method.

If the Agency and/or the Commission accepts the alternative method proposed by the beneficiary, it shall formally notify the beneficiary concerned thereof and determine the revised eligible costs by applying the accepted alternative method.

If no observations have been submitted or if the Agency and/or the Commission does not accept the observations or the alternative method proposed by the beneficiary, the Agency and /or the Commission shall formally notify the beneficiary concerned thereof and determine the revised eligible costs by applying the extrapolation method initially notified to the beneficiary.

In the case of systemic or recurrent errors, irregularities, fraud or breach of obligations found after the payment of the balance, the amount to be recovered shall correspond to the difference between the revised final amount of the grant, determined in accordance with Article II.25 on the basis of the revised eligible costs after extrapolation, and the total amount paid to the beneficiaries under the Agreement for the implementation of the action; or

- (c) where ineligible costs cannot serve as a basis for determining the amount to be corrected, by applying a flat rate correction to the maximum amount of the grant specified in Article I.3 or part thereof, having regard to the principle of proportionality.

The Agency and/or the Commission shall formally notify the flat rate to be applied to the beneficiary concerned, which shall have 60 days from the date of receipt of the notification to submit observations and to propose a duly substantiated alternative flat rate.

If the Agency and/or the Commission accepts the alternative flat rate proposed by the beneficiary, it shall formally notify the beneficiary concerned thereof and correct the grant amount by applying the accepted alternative flat rate.

If no observations have been submitted or if the Agency and/or the Commission does not accept the observations or the alternative flat rate proposed by the beneficiary, the Agency and/or the Commission shall formally notify the beneficiary concerned thereof and correct the grant amount by applying the flat rate initially notified to the beneficiary.

In the case of systemic or recurrent errors, irregularities, fraud or breach of obligations found after the payment of the balance, the amount to be recovered shall correspond to the difference between the revised final amount of the grant after flat-rate correction and the total amount paid to the beneficiaries under the Agreement for the implementation of the action.

II.27.8 Checks and inspections by OLAF

The European Anti-Fraud Office (OLAF) shall have the same rights as the Agency and the Commission, notably right of access, for the purpose of checks and investigations.

By virtue of Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities and Regulation (EU, EURATOM) No 883/2013 of the European Parliament and the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF), OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against fraud and other irregularities.

Where appropriate, OLAF findings may lead to recovery by the Agency and/or the Commission.

II.27.9 Checks and audits by the European Court of Auditors

The European Court of Auditors shall have the same rights as the Agency and the Commission, notably right of access, for the purpose of checks and audits.

ANNEX III

ESTIMATED BUDGET OF THE ACTION

[illegible]

ANNEX IV

**LIST OF BENEFICIARIES AND MANDATES
PROVIDED TO THE COORDINATOR BY THE OTHER BENEFICIARIES**

**CHALMERS TEKNISKA HOEGSKOLA AB
SWEDEN**

**TECHNISCHE UNIVERSITAET DRESDEN
DEUTSCHLAND**

**UNIVERSITAT DE BARCELONA
SPAIN**

**UNIVERSITE GRENOBLE ALPES
FRANCE**

2017 EMJMD - Mandate granting power of attorney to the coordinator

► To be signed by the person authorised to enter into legally binding commitments on behalf of the future beneficiary

MANDATE

I, the undersigned,

Stefan Bengtsson

representing,

CHALMERS TEKNISKA HOGSKOLA AB

Private University

Organisation number: 556479-5598

Erasmus University Charter number: 29399-IC-1-2007-1-SE-ERASMUS-EUC-1

Chalmersplatsen 4, SE-412 96 Gothenburg (Göteborg), Sweden

VAT number: SE556479559801,

hereinafter referred to as "the beneficiary",

for the purposes of submitting the proposal for the Erasmus Mundus Joint Master Degree project entitled **Erasmus Mundus Master Nanoscience and nanotechnology (EMNano+)** and if selected for funding, the signature and the implementation of the related multiple beneficiaries grant agreement (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

7. Mandate

KATHOLIEKE UNIVERSITEIT LEUVEN (KU Leuven)

Oude Markt 13, 3000 Leuven, Belgium

VAT number: BE0419.052.173,

represented by **Rik Torfs, Rector**

hereinafter referred to as "the coordinator"

to sign in my name and on my behalf the grant agreement and its possible subsequent amendments with the Agency.

8. Mandate the coordinator to act on behalf of the beneficiary in compliance with the grant agreement.

I hereby confirm that the beneficiary accepts all terms and conditions of the grant agreement and, in particular, all provisions affecting the coordinator and the other beneficiaries. In particular, I acknowledge that, by virtue of this mandate, the coordinator alone is entitled to receive funds from the Agency and distribute the amounts corresponding to the beneficiary's participation in the action.

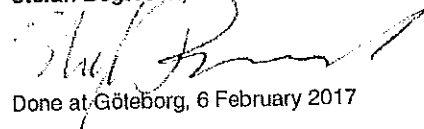
I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfil its obligations under the grant agreement, and in particular, to provide to the coordinator, on its request, whatever documents or information may be required.

I hereby declare that the beneficiary agrees that the provisions of the grant agreement, including this mandate, shall take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of the grant agreement.

Subject to selection for a grant award, a copy of this mandate shall be annexed to the grant agreement signed between the coordinator and the Agency and shall form an integral part thereof.

SIGNATURE

Stefan Bengtsson, President and CEO



Done at Göteborg, 6 February 2017

MANDATE

I, the undersigned,

Prof. Dr. Hans Georg Krauthäuser, Vice-Rector for Academic and International Affairs
representing,

TECHNISCHE UNIVERSITÄT DRESDEN (TUD)

Public University

01062Dresden, Germany

VAT Number: DE 18 83 69 99 1,

hereinafter referred to as "the beneficiary",

for the purposes of submitting the proposal for the Erasmus Mundus Joint Master Degree project entitled Erasmus Mundus Master Nanoscience and nanotechnology (EMNano+) and if selected for funding, the signature and the implementation of the related multiple beneficiaries grant agreement (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

1. Mandate

KATHOLIEKE UNIVERSITEIT LEUVEN (KU Leuven)

Oude Markt 13, 3000 Leuven, Belgium

VAT number: BE0419.052.173

represented by Rik Torfs, Rector

hereinafter referred to as "the coordinator"

to sign in my name and on my behalf the grant agreement and its possible subsequent amendments with the Agency.

2. Mandate the coordinator to act on behalf of the beneficiary in compliance with the grant agreement.

I hereby confirm that the beneficiary accepts all terms and conditions of the grant agreement and, in particular, all provisions affecting the coordinator and the other beneficiaries. In particular, I acknowledge that, by virtue of this mandate, the coordinator alone is entitled to receive funds from the Agency and distribute the amounts corresponding to the beneficiary's participation in the action.

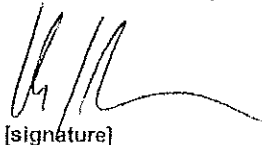
I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfil its obligations under the grant agreement, and in particular, to provide to the coordinator, on its request, whatever documents or information may be required.

I hereby declare that the beneficiary agrees that the provisions of the grant agreement, including this mandate, shall take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of the grant agreement.

Subject to selection for a grant award, a copy of this mandate shall be annexed to the grant agreement signed between the coordinator and the Agency and shall form an integral part thereof.

SIGNATURE

Prof. Dr. Hans Georg Krauthäuser, Vice-Rector for Academic and International Affairs



[signature]

Done at [place], [date]

Dresden, 19.01.2017

MANDATE

I, the undersigned,

Dra. Dolores Sánchez Aguilera,

representing,

UNIVERSITAT DE BARCELONA (UB)

GRAN VIA DE LES CORTS CATALANES 585, 08007, Barcelona, Spain

ES-Q0818001J,

hereinafter referred to as "the beneficiary",

for the purposes of submitting the proposal for the Erasmus Mundus Joint Master Degree project entitled **Erasmus Mundus Master Nanoscience and nanotechnology (EMNano+)** and if selected for funding, the signature and the implementation of the related multiple beneficiaries grant agreement (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

5. Mandate

KATHOLIEKE UNIVERSITEIT LEUVEN (KU Leuven)

Oude Markt 13, 3000 Leuven, Belgium

VAT number: BE0419.052.173,

represented by **Rik Torfs, Rector**

hereinafter referred to as "the coordinator"

to sign in my name and on my behalf the grant agreement and its possible subsequent amendments with the Agency.

6. Mandate the coordinator to act on behalf of the beneficiary in compliance with the grant agreement.

I hereby confirm that the beneficiary accepts all terms and conditions of the grant agreement and, in particular, all provisions affecting the coordinator and the other beneficiaries. In particular, I acknowledge that, by virtue of this mandate, the coordinator alone is entitled to receive funds from the Agency and distribute the amounts corresponding to the beneficiary's participation in the action.

I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfil its obligations under the grant agreement, and in particular, to provide to the coordinator, on its request, whatever documents or information may be required.

I hereby declare that the beneficiary agrees that the provisions of the grant agreement, including this mandate, shall take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of the grant agreement.

Subject to selection for a grant award, a copy of this mandate shall be annexed to the grant agreement signed between the coordinator and the Agency and shall form an integral part thereof.

SIGNATURE

Dra. Dolores Sánchez Aguilera, Vice-rector for Academic Planning.

[signature]

Done at Barcelona, 17/01/2017



UNIVERSITAT DE
BARCELONA

Oficina de Mobilitat i
Programes Internacionals

MANDATE

I, the undersigned,

Lise DUMASY

representing,

UNIVERSITE GRENOBLE ALPES (UGA)

Etablissement Public à Caractère Scientifique, Culturel et Professionnel (EPCSCP)
SIRET N° 130 021 397 00018
621, AVENUE CENTRALE, 38401 SAINT MARTIN D'HERES, France
FR43130021397,

hereinafter referred to as "the beneficiary",

for the purposes of submitting the proposal for the Erasmus Mundus Joint Master Degree project entitled **Erasmus Mundus Master Nanoscience and nanotechnology (EMNano+)** and if selected for funding, the signature and the implementation of the related multiple beneficiaries grant agreement (hereinafter referred to as "the grant agreement") with the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as "the Agency")

hereby:

3. Mandate

KATHOLIEKE UNIVERSITEIT LEUVEN (KU Leuven)

Oude Markt 13, 3000 Leuven, Belgium
VAT number: BE0419.052.173,

represented by Rik Torfs, Rector

hereinafter referred to as "the coordinator"

to sign in my name and on my behalf the grant agreement and its possible subsequent amendments with the Agency.

4. Mandate the coordinator to act on behalf of the beneficiary in compliance with the grant agreement.

I hereby confirm that the beneficiary accepts all terms and conditions of the grant agreement and, in particular, all provisions affecting the coordinator and the other beneficiaries. In particular, I acknowledge that, by virtue of this mandate, the coordinator alone is entitled to receive funds from the Agency and distribute the amounts corresponding to the beneficiary's participation in the action.

I hereby accept that the beneficiary will do everything in its power to help the coordinator fulfil its obligations under the grant agreement, and in particular, to provide to the coordinator, on its request, whatever documents or information may be required.

I hereby declare that the beneficiary agrees that the provisions of the grant agreement, including this mandate, shall take precedence over any other agreement between the beneficiary and the coordinator which may have an effect on the implementation of the grant agreement.

Subject to selection for a grant award, a copy of this mandate shall be annexed to the grant agreement signed between the coordinator and the Agency and shall form an integral part thereof.

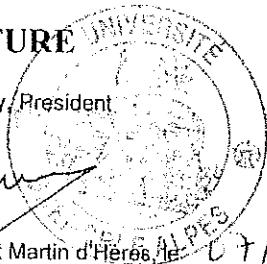
SIGNATURE

Lise Dumasy, President



Done at Saint Martin d'Herès, le

07/06/17



ANNEX V

MODEL TECHNICAL REPORT

The templates of technical reports to be used are available online at the following address:

http://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space_en

ANNEX VI

MODEL FINANCIAL STATEMENT

The templates of financial statements to be used are available online at the following address:

http://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space_en

ANNEX VII

**MODEL TERMS OF REFERENCE FOR THE CERTIFICATE
ON THE FINANCIAL STATEMENTS AND UNDERLYING ACCOUNTS**

[NOT APPLICABLE]

ANNEX VIII

MODEL TERMS OF REFERENCE FOR THE OPERATIONAL VERIFICATION REPORT

[NOT APPLICABLE]

ANNEX IX

MINIMUM REQUIREMENTS FOR THE HEALTH AND ACCIDENT INSURANCE COVERAGE OF EMJMD STUDENTS

The document is available online at the following address:

http://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space_en

ANNEX X

MINIMUM REQUIREMENTS AND RECOMMENDATIONS FOR STUDENT SELECTION & SCHOLARSHIP MANAGEMENT

The document is available online at the following address:

http://eacea.ec.europa.eu/erasmus-plus/beneficiaries-space_en

MASTER
Domaine SCIENCES, TECHNOLOGIES, SANTE mention Nanosciences et Nanotechnologies
Délivré en partenariat international par l'Université Grenoble Alpes (France) avec l'Université KU Leuven (Belgique)

MASTER
Nanoscience and Nanotechnology, Erasmus Mundus Joint Master
Awarded by the two partner universities of KU Leuven (Belgium) and Université Grenoble Alpes (France)

REPUBLIQUE FRANCAISE

MINISTERE DE L'ENSEIGNEMENT SUPERIEUR, DE LA RECHERCHE
ET DE L'INNOVATION

Vu le code de l'éducation, notamment ses articles L;613-1 et D. 613-6 ;
Vu les textes réglementaires autorisant l'université Grenoble Alpes et l'université de KU Leuven à délivrer le diplôme ;
Vu l'arrêté du 11 juillet 2016 relatif à l'accréditation de l'université Grenoble Alpes l'habilitant à délivrer des diplômes nationaux ;
Vu les pièces justificatives produites par M. Achra SWATI, né(e) le 17 août 1992 A Jhansi, Uttar Pradesh (India) en vue de son inscription en master ;
Vu les procès-verbaux du jury attestant que l'intéressé a satisfait au contrôle des connaissances et des aptitudes prévues par les textes réglementaires;

Le diplômes de MASTER de Sciences, Technologies, Santé (STS), mention Nanosciences et Nanotechnologies est délivré à M. Achra SWATI;

Au titre de l'année universitaire 2016/2017
Et confère le grade de master, pour en jouir avec les droits et prérogatives qui y sont attachés.

Fait le 15 septembre 2017

Le titulaire

Signature du chef
d'établissement

Le recteur d'académie,
chancelier des universités

KU LEUVEN

Wij, Rector van de KU Leuven, België,
verklaren, op advies van de bevoegde examencommissie, dat

Swati Achra

geboren te Jhansi, Uttar Pradesh, India (India) op 17 augustus 1992
de graad heeft behaald van

Erasmus Mundus master in de nanowetenschappen en de
nanotechnologie

Deze gezamenlijke opleiding situeert zich in het studiegebied Wetenschappen / Toegepaste wetenschappen / Toegepaste biologische wetenschappen, heeft een studieomvang van 120 studiepunten en voldoet aan de accreditatie- en erkenningsvoorschriften zoals bepaald in de Vlaamse Codex Hoger Onderwijs, gecodificeerd op 11 oktober 2013, en de voorschriften in de Franse wetgeving rond het Hoger Onderwijs. De toegekende kwalificatie situeert zich op niveau 7 volgens de Vlaamse Kwalificatiestructuur (VKS), zoals vermeld in het decreet van 30 april 2009. In overeenstemming met II.76 van de hierboven vermelde Vlaamse Codex mag Swati Achra de titel voeren van "burgerlijk ingenieur". Derhalve kennen wij haar dit diploma toe, conform de hierboven vermelde Codex, inzonderheid artikel II.171, §1, §2 en §3.

Leuven, 15 september 2017

Professor Luc Sels rector