

DRAFT AGREEMENT



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INTERNATIONAL OLIVE COUNCIL

GRANT AGREEMENT FOR AN ACTION

AGREEMENT NUMBER- [...]

The International Olive Council ('the IOC' hereafter), represented by the IOC Executive Secretariat, itself represented for the purposes of signature of this agreement by [name in full and function],

of the one part, and

[full official name]

[official legal

form]

[statutory registration number]

[official address in full]

[VAT number],

('the beneficiary'), [represented for the purposes of signature of this agreement by [name in full and function]]

of the other part,

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C/Príncipe de Vergara, 154
28002 Madrid (España)
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HAVE AGREED

the **Special Conditions** and the **General Conditions** below and
the following **Annexes: Annex I** Description of the action

Annex II Estimated budget for the action

[Annex III Technical and financial implementation reports
to be submitted] which form an integral part of this agreement
(‘the agreement’).

The terms set out in the Special Conditions shall take precedence
over those in the other parts of the agreement.

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

I – SPECIAL CONDITIONS

ARTICLE I.1 – PURPOSE OF THE GRANT

- I.1.1 The IOC has decided to award a grant, on the terms and
conditions set out in the Special Conditions, the General
Conditions and the Annexes to the agreement, of which the
beneficiary hereby declares to have taken cognisance and to
accept, for the action entitled [...] (‘the action’).
- I.1.2 The beneficiary accepts the grant and undertakes to do
everything in his or her power to carry out the action, described
in Annex I, acting on his own responsibility.

ARTICLE I.2 – DURATION

- I.2.1 The agreement shall enter into force on the date on which the
last of the two parties signs it.
- I.2.2 The action shall run for [...] [months/days] from the [first day [of

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the month] following the date on which the last of the two parties signs] [or insert date] ('the starting date of the action'). [The above period shall be determined on the basis of calendar days].

ARTICLE I.3 – FINANCING THE ACTION

I.3.1 The total cost of the action is estimated at EUR [...], as shown in the estimated budget in Annex II. The estimated budget shall give a detailed breakdown of: the costs that are eligible for IOC funding under the terms of Article II.14; any other costs that the action may entail; and all receipts so that receipts and costs balance.

I.3.2 The IOC Executive Secretariat shall contribute a maximum of EUR [...], equivalent to [...] % of the estimated total eligible costs. The final amount of the grant shall be determined as specified in Article II.17, without prejudice to Article II.19. –

[The grant awarded by the IOC shall not cover the entire costs of the action. The amounts and sources of co-financing other than from IOC funds shall be set out in the estimated budget referred to in paragraph 1.] External co-financing is required from a source other than any IOC fund, either in the form of the beneficiary's own resources or financial contributions from third parties.

I.3.3. By way of derogation from Article II.13, the beneficiary may, when carrying out the action, request to adjust the estimated budget by making transfers between items of eligible costs, provided that this adjustment of expenditure does not affect the implementation of the action and the transfer between items does not exceed 10% of the amount of each item of eligible, estimated costs for which the transfer is intended. The beneficiary shall request this amendment by registered letter, with acknowledgment of receipt or equivalent, addressed to the IOC, which reserves the right to refuse within 20 days of the date

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[The technical and financial implementation reports and other documents referred to in Article 1.4 must be submitted in [...] copies in [...] by the following deadlines:

- *Final technical and financial implementation reports: [within [...] months of the closing date of the action as determined in Article 1.2.2] [or before [insert date]]. The reports shall cover the period [insert dates].]*

ARTICLE 1.6 – BANK ACCOUNT

Payment shall be made to a bank account of the beneficiary, as indicated below:

Name of bank: [...]

Address of branch: [...]

Precise name of the account holder: [...] [...]

BIC / SWIFT:

[...]Full account number (including bank codes): [...] [...]

[IBAN

account

code:

ARTICLE 1.7 –GENERAL ADMINISTRATIVE PROVISIONS

Any communication in connection with this agreement shall be in writing, indicating the number of the agreement, and shall be sent to the following addresses:

For the Executive Secretariat:

[Requests for payment and other financial information and technical reports must be addressed to]:

IOC Executive Secretariat

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[...] Unit/Department

[Post code, town and country]

Ordinary mail shall be considered to have been received by the
Executive Secretariat on the date on which it is formally
registered by the Executive Secretariat.

For the beneficiary: legal representative (person authorised to

sign the agreement) Mr/Mrs/Ms [...]

[Post]

[Official name] [Official address in full]

ARTICLE I.8 – APPLICABLE LAW AND COMPETENT COURT

The grant is governed by the terms of the agreement and by the applicable IOC rules.

The beneficiary may lodge an appeal with the Court of Arbitration of the Chamber of Commerce of Madrid against decisions taken by the Executive Secretariat in regard to the application of the terms and conditions of the agreement and the arrangements for its implementation.

[ARTICLE I.9 – DATA PROTECTION]

Any personal data included in the agreement shall be processed solely for the purposes of the performance and follow-up of the agreement by the IOC, without prejudice to their possible transmission to the bodies responsible for monitoring and audit tasks in conformity with IOC legislation.

Beneficiaries may, upon written request, have access to their personal data and rectify any such data that are incorrect or incomplete.

[ARTICLE I.10 - SPECIAL CONDITIONS]

The following special conditions shall be applicable under this agreement:

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Beneficiaries shall denominate their payment requests, including the financial implementation reports, in Euros, as specified in Article I.4. By way of exemption from Article II.16.1, any conversion in Euros shall be made by the beneficiary at the daily rate established for the Euro by the European Central Bank and published on

https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.en.htmlits website on the day on which the payment request was done.

II – GENERAL CONDITIONS

PART A: LEGAL AND

ADMINISTRATIVE PROVISIONS ARTICLE II.1 –

LIABILITY

- II.11 The beneficiary shall have sole responsibility for complying with any legal obligations incumbent on him or her.**
- II.12 The Executive Secretariat may not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to any damage caused during the action. Consequently, it will not entertain any request for compensation or reimbursement accompanying any such claim.**
- II.13 The beneficiary shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the action is being carried out.**

ARTICLE II.2 – CONFLICT OF INTERESTS

The beneficiary shall take all necessary measures to prevent any conflict of interests which could affect the impartial and objective performance of the agreement. Such conflicts of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.

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Any situation constituting or likely to lead to a conflict of interests during the implementation of the agreement must be brought to the attention of the Executive Secretariat, in writing, without delay. The beneficiary shall undertake to take whatever steps necessary to rectify this situation at once. The Executive Secretariat reserves the right to check that the measures taken are appropriate and may demand that the beneficiary take additional measures, if necessary, within the period assigned for this purpose.

ARTICLE II.3 - OWNERSHIP/USE OF THE RESULTS

- II.3.1 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 beneficiary.
- II.3.2 Without prejudice to paragraph 1, the beneficiary grants the Executive Secretariat the right to make free use of the results of the action as it deems fit, provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights.

ARTICLE II.4 – CONFIDENTIALITY

The Executive Secretariat and the beneficiary undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the agreement that is duly classified as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation in five years after the closing date of the action.

ARTICLE II.5 – PUBLICITY

- II.5.1 Unless the Executive Secretariat requests otherwise, any communication or publication by the beneficiary about the action, including at a conference or seminar, shall indicate that it has received funding from the Executive Secretariat.

Any communication or publication by the beneficiary, in any form and medium, shall indicate that sole responsibility lies with the

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author and that the Executive Secretariat is not responsible for any use that may be made of the information contained therein.

11.5.2 The beneficiary authorises the Executive Secretariat to publish the following information in any form and medium, including via the internet:

- The name and address of the beneficiary, if it is a legal entity, or the name and the country of origin if it is a natural person;
- The purpose and nature of the grant;
- The amount granted and the financing rate with regard to the total cost of the action.

Upon the reasoned and duly substantiated request by the beneficiary, and subject to the express approval of the Executive Secretariat, the latter may agree to forgo such publicity if disclosure of the information indicated above would risk compromising the beneficiary's security or prejudicing his or her commercial interests.

ARTICLE 11.6 – EVALUATION OF THE ACTION

Whenever the Executive Secretariat carries out an interim or final evaluation of the action's impact measured against the objectives of the programme concerned, the beneficiary undertakes to make available to the Executive Secretariat and/or persons authorised by it all such documents or information as will allow the evaluation to be successfully completed and to give them the rights of access specified in Article 11.19.

ARTICLE 11.7 – SUSPENSION OF THE ACTION

11.7.1 The beneficiary may suspend implementation of the action if exceptional circumstances make this impossible or excessively difficult, notably in the event of force majeure. He shall inform the Executive Secretariat in writing, without delay, giving all the necessary reasons and details and the foreseeable date of resumption.

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II.7.2 If the Executive Secretariat does not terminate the agreement under Article II.11.2, the beneficiary shall resume implementation once circumstances allow and shall inform the Executive Secretariat accordingly. The duration of the action shall be extended by a period equivalent to the length of the suspension. In accordance with Article II.13, a written amendment to the original agreement shall be concluded to extend the duration of the action and to make any amendments that may be necessary to adapt the action to the new implementing conditions.

ARTICLE II.8 – FORCE MAJEURE

II.8.1 Force majeure shall mean any unforeseeable, exceptional situation or event beyond the parties' control that prevents them from fulfilling any of their obligations under the agreement, which was not attributable to error or negligence on their part, and which proves insuperable in spite of all due diligence. Defects in equipment or material or delays in making them available (unless due to force majeure), labour disputes, strikes or financial difficulties cannot be invoked as force majeure by the defaulting party.

II.8.2 A party faced with force majeure shall inform the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature of the situation/event, probable duration and foreseeable effects.

II.8.3 Neither of the parties shall be held in breach of their obligations under the agreement if they are prevented from fulfilling them by force majeure. The parties shall make every effort to minimise any damage due to force majeure.

II.8.4 The action may be suspended in accordance with Article II.7.

ARTICLE II.9 – AWARD OF CONTRACTS

II.9.1 If the beneficiary has to conclude contracts in order to carry out

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the action and they constitute costs of the action under an item of eligible direct cost in the estimated budget, he or she shall seek competitive tenders from potential contractors and award the contract to the bid offering the best value for money; in doing so he shall observe the principles of transparency and equal treatment of potential contractors and shall take care to avoid any conflict of interests.

1192 Contracts as referred to in paragraph 1 may be awarded only in the following cases:

- a) they may only cover the execution of a limited part of the action;
- b) recourse to the award of contracts must be justified having regard to the nature of the tasks covered by the action and what is necessary for its implementation;
- c) the tasks concerned must be set out in Annex I and the corresponding estimated costs must be clearly identifiable and set out in detail in the budget in Annex II;
- d) any recourse to the award of contracts while the action is underway, if not provided for in the initial grant application, shall be subject to prior written authorisation by the Executive Secretariat;
- e) the beneficiary shall retain sole responsibility for carrying out the action and for compliance with the provisions of the agreement. The beneficiary must undertake to make the necessary arrangements to ensure that the contractor waives all rights in respect of the Executive Secretariat;
- f) the beneficiary must undertake to ensure that the conditions applicable to him or her under Articles II.1, II.2, II.3, II.4, II.5, II.6, II.10 and II.19 of the agreement are also applicable to the contractor.

9.3 Beneficiaries may not sub-grant to third parties.

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ARTICLE II.10 – ASSIGNMENT

Claims made against the Executive Secretariat may not be transferred.

In exceptional circumstances, the Executive Secretariat may authorise the assignment to a third party of the agreement or a part thereof and consequently, the payments arising there from. The beneficiary will be required to fulfil a written substantiated request for the assignment. If the Executive Secretariat agrees, it must communicate the decision in writing before the proposed assignment takes place. In the absence of the above authorisation, or in the event of failure to observe the terms thereof, the assignment shall not be enforceable and shall have no effect on the Executive Secretariat.

In no circumstances shall such an assignment release the beneficiary from his obligations to the Executive Secretariat.

ARTICLE II.11 – TERMINATION OF THE AGREEMENT

II. 11. 1 Termination by the beneficiary

In duly justified cases, the beneficiary may withdraw his request for a grant and terminate the agreement at any time by giving [...] days' written notice stating the reasons, without being required to furnish any indemnity on this account. If no reasons are given or if the Executive Secretariat does not accept the reasons, the beneficiary shall be deemed to have terminated this agreement improperly, with the consequences set out in the third subparagraph of paragraph 4 of this article.

II.11. 2 Termination by the IOC Executive Secretariat

The Executive Secretariat may decide to terminate the agreement, without any indemnity on its part, in the following circumstances:

- a) in the event of a change in the legal, financial, technical, organisational or ownership situation of the beneficiary that is liable to affect the agreement substantially or to call into question

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the decision to award the grant;

- b) if the beneficiary fails to fulfil a substantial obligation incumbent on him under the terms of the agreement, including its annexes;
- c) in the event of force majeure, notified in accordance with Article II.8, or if the action has been suspended as a result of exceptional circumstances, notified in accordance with Article II.7;
- d) if the beneficiary is declared bankrupt, is being wound up or is the subject of any other similar proceedings;
- e) if the beneficiary is found guilty of an offence involving his professional conduct by a judgment having the force of *res judicata* or if he is guilty of grave professional misconduct proven by any justified means;
- f) if the beneficiary is guilty of misrepresentation or submits reports inconsistent with reality to obtain the grant provided for in the agreement;
- g) if the beneficiary has intentionally or by negligence committed a substantial irregularity in performing the agreement or in the event of fraud, corruption or any other illegal activity on the part of the beneficiary to the detriment of the financial interests of the IOC. A substantial irregularity consists of any infringement of a provision of an agreement or regulation resulting from an act or an omission on the part of the beneficiary which causes or might cause a loss to the budget.

Termination procedure

The termination procedure must be initiated by registered letter with acknowledgment of receipt or equivalent.

In the cases referred to in points (a), (b) and (d) of paragraph 2 of this Article, the beneficiary shall have 30 days to submit his observations and take any measures necessary to ensure continued fulfilment of his obligations under the agreement. If the Executive Secretariat fails to confirm acceptance of these observations by written approval within 30 days of receiving them, or the Executive Secretariat does not receive the observations, the procedure shall continue.

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When notice is given, termination shall take effect at the end of the period of notice, which shall start from the date when notification of the decision of the Executive Secretariat to terminate the agreement is received.

If notice is not given in the cases referred to in points (c), (e), (f) and (g) of paragraph 2 of this Article, termination shall take effect from the day following the date on which the Executive Secretariat is informed of these circumstances.

Effects of termination

In the event of termination, payments by the Executive Secretariat shall be limited to the eligible costs actually incurred by the beneficiary up to the date when termination takes effect in accordance with the provisions of Article II.17. Costs relating to current commitments that are not due to be executed until after termination shall not be taken into account. The beneficiary shall have 60 days from the date when termination takes effect, as notified by the Executive Secretariat, to produce a request for final payment and all the documents required in accordance with Article II.15. If no request for final payment is received within this time limit, the Executive Secretariat shall not reimburse the expenditure incurred by the beneficiary up to the date of termination.

By way of exception, at the end of the period of notice referred to in paragraph 3, when the Executive Secretariat is terminating the agreement on the grounds that the beneficiary has failed to produce the final technical and financial implementation reports within the deadline stipulated in Article I.5 and the beneficiary has still not complied with this obligation within two months following the written reminder sent by the Executive Secretariat by registered letter with acknowledgment of receipt or equivalent, the Executive Secretariat shall not reimburse the expenditure incurred by the beneficiary up to the end of the period of the action.

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ARTICLE II.12 – FINANCIAL PENALTIES

By virtue of the Financial Regulation applicable to the IOC budget, any beneficiary declared to be in grave breach of his or her obligations shall be liable to financial penalties of between 2% and 10% of the value of the grant in question, with due regard for the principle of proportionality. This rate may be increased to between 4% and 20% in the event of a repeated breach in the five years following the first. The beneficiary shall be notified in writing of any decision by the Executive Secretariat to apply such financial penalties.

ARTICLE II.13 – AMENDMENTS TO THE AGREEMENT

- II.13.1 The grant conditions may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. No oral agreement may bind the parties to this effect.
- II.13.2 The amendment may not have the purpose or the effect of making changes to the agreement which might call into question the decision awarding the grant or result in unequal treatment of applicants.
- II.13.3 If the amendment is requested by the beneficiary, he must send it to the Executive Secretariat one month before the closing date of the action, except in cases duly substantiated by the beneficiary and accepted by the IOC. In no cases will this request be accepted later than the closing date of the action.

PART B - FINANCIAL PROVISIONS

ARTICLE II.14 – ELIGIBLE COSTS

II.14.1 Eligible costs are costs actually incurred by the beneficiary of a grant which meet all of the following criteria:

- a) they are incurred within the duration of the action with the exception of costs relating to the technical report;





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- b) they are indicated in the overall estimated budget of the action;
- c) they are necessary for the implementation of the action or of the subject of the grant;
- d) they are identifiable and verifiable, in particular being recorded in the accounting records of the beneficiary and determined according to the applicable accounting standards of the country where the beneficiary is established and according to the usual cost accounting practices of the beneficiary;
- e) they comply with the requirements of applicable tax and social legislation;
- f) they are reasonable, justified and comply with the principle of sound financial management, in particular regarding economy and efficiency.

The beneficiary's usual accounting and internal control procedure must permit a direct reconciliation of the costs and revenue declared in respect of the action with the corresponding accounting statements and supporting documents.

II.14.2 The eligible direct costs for the action are those costs which, with due regard for the conditions of eligibility set out in Article II.14.1, are identifiable as specific costs directly linked to the performance of the action and which can therefore be booked to it directly. In particular, the following direct costs are eligible provided that they satisfy the criteria set out in the previous paragraph:

- the cost of staff assigned to the action, comprising actual salaries plus social security charges and other statutory costs included in the remuneration, provided this does not exceed the average rates corresponding to the beneficiary's usual policy on pay. Cost of staff is eligible only when they regard new recruitments made for the performance of the action;
- travel and subsistence allowances for staff taking part in the action, provided that they are in line with the beneficiary's usual practices on travel costs or do not exceed the scales approved annually by the Executive Secretariat;

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- Under no circumstances shall costs corresponding to taxes be eligible if the grant awardee is entitled to reimbursement of such taxes. It shall be taken as a rule that beneficiaries are entitled to reimbursement of all taxes. For taxes to be considered eligible costs, the beneficiary must prove that he is not entitled to reimbursement by submitting a certificate issued by the appropriate tax collection agency or a declaration on honor (see Annex IV).

II.14.3 The eligible indirect costs for the action are those costs which, with due regard for the conditions of eligibility described in Article II.14.1, are not identifiable as specific costs directly linked to the performance of the action which can be booked to it directly, but which can be identified and justified by the beneficiary on the basis of his accounting system as having been incurred in connection with the eligible direct costs for the action. They may not include any eligible direct costs.

II.14.4 The following costs shall not be considered eligible:

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- return on capital;
- debt and debt service charges;
- provisions for losses or potential future liabilities;
- interest owed;
- doubtful debts;
- exchange losses;
- VAT, unless the beneficiary can show that he or she is unable to recover it;
- costs declared by the beneficiary and covered by another action or work programme receiving a grant;
- excessive or reckless expenditure.

II.14.5 Contributions in kind shall not constitute eligible costs. However, the Executive Secretariat can accept them, in duly substantiated exceptional cases. In this case, the value calculated for such contributions must not exceed:

- the costs actually borne and duly supported by accounting documents of the third parties who made these contributions to the beneficiary free of charge but bear the corresponding costs;
- the costs generally accepted on the market in question for the type of contribution concerned when no costs are borne.

Contributions involving buildings shall not be covered by this possibility.

In the case of co-financing, a financial value shall be placed on the contributions and the same amount will be included in the costs of the action as ineligible costs and in receipts from the

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action as co-financing in kind. The beneficiary shall undertake to obtain these contributions as provided for in the agreement.

ARTICLE II.15 – REQUESTS FOR PAYMENT

Payments shall be made in accordance with Article I.4 of the Special Conditions.

Payment of the amounts due

Payment is made after the end of the action on the basis of the costs actually incurred by the beneficiary in carrying out the action.

By the appropriate deadline indicated in Article I.5, the beneficiary shall submit a request for payment accompanied by the following documents:

- a final technical report on the implementation of the action;
- a final financial statement report, in Euros, of the eligible costs actually incurred, following the structure of the estimated budget and stating the taxable base of each relevant item of expenditure;
- an external audit certificate or a certificate delivered by a qualified public officer when grant is greater than €6 000;
- a full summary statement of the receipts and expenditure of the action.

The documents accompanying the request for payment shall be drawn up in accordance with the provisions of Article I.5 and the annexes.

On receipt of these documents, the Executive Secretariat shall have the period specified in Article I.4 in order to:

- approve the final technical report on the implementation of the action;
- approve the final financial statement report, in Euros, of the eligible costs actually incurred;

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- ask the beneficiary for supporting documents or any additional information it deems necessary for approval of the report;
- reject the report and ask for the submission of a new report.

In the absence of a written reply from the Executive Secretariat within the time limit for scrutiny indicated above, the report may be considered approved. Approval of the report accompanying the request for payment shall not imply recognition of the regularity, authenticity, completeness or correctness of the declarations and information they contain.

Requests for additional information or a new report shall be notified to the beneficiary in writing. The beneficiary shall have the period laid down in Article I.4 to submit the information or new documents requested.

If additional information is requested, the time limit for scrutiny shall be stopped until the requested information is received.

Where a report is rejected and a new report requested, the approval procedure described in this Article shall apply.

In the event of renewed rejection, the Executive Secretariat reserves the right to terminate the agreement by invoking Article II.11.2 (b).

ARTICLE II.16 – GENERAL PROVISIONS ON PAYMENTS

II.16.1 Payments shall be made by the Executive Secretariat in Euros. Any conversion of actual costs into Euros shall be made using the monthly rate established on <http://www.ec.europa.eu/budget/inforeuro> and applicable on the day when the payment order is issued.

Payments by the Executive Secretariat shall be deemed effected on the date when they are debited from the account of the Executive Secretariat.

II.16.2 The Executive Secretariat may suspend the period for payment laid down in Article I.4 at any time by notifying the beneficiary that his request for payment is not admissible, either because it does not comply with the provisions of the agreement, or because the appropriate supporting documents have not been

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produced, or because there is a suspicion that some of the expenses in the request for payment are not eligible and additional checks are being conducted.

The Executive Secretariat may also suspend its payments at any time if the beneficiary is found or presumed to have infringed the provisions of the agreement, in particular in the wake of the audits and checks provided for in Article II.19.

The Executive Secretariat shall inform the beneficiary of any such suspension by recorded letter with acknowledgment of receipt or equivalent. Suspension shall take effect on the date when the notification is sent by the Executive Secretariat. The remaining payment period shall start to run again from the date when a properly constituted request for payment is registered, when the supporting documents requested are received, or at the end of the suspension period as notified by the Executive Secretariat.

II.16.3 On expiry of the period for payment specified in Article I.4, and without prejudice to paragraph 2 of this Article, the beneficiary may, within two months following the date of receipt of a late payment, request payment of interest on the late payment at the rate applied by the European Central Bank for its main refinancing operations in Euros, plus three and a half points; the reference rate to which the increase applies shall be the rate in force on the first day of the month of the final date for payment, as published in the C series of the Official Journal of the European Union. This provision shall not apply to recipients of a grant which are public national authorities of the IOC member countries.

Interest on late payment shall cover the period from the final date for payment exclusive, up to the date of payment as defined in paragraph 1 inclusive. The interest shall not be treated as a receipt for the purposes of determining the final grant within the meaning of Article II.17.4. The suspension of payment by the Executive Secretariat may not be considered late payment.





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II.16.4 The beneficiary shall have two months from the date of notification by the Executive Secretariat of the final amount of the grant to request information in writing on the determination of the amount concerned, giving reasons for any disagreement. After this time such requests will no longer be considered. The Executive Secretariat undertakes to reply in writing within two months following the date on which the request for information is received, giving reasons for its reply. This procedure is without prejudice to the beneficiary's right to appeal against the decision of the Executive Secretariat pursuant to Article I.8. Such appeals must be lodged within two months following the notification of the decision to the applicant or, failing that, following the date on which the applicant learned of the decision.

ARTICLE II.17 - DETERMINATION OF THE FINAL GRANT

II.17.1 Without prejudice to information obtained pursuant to Article II.19, the Executive Secretariat shall adopt the amount of the final payment to be granted to the beneficiary on the basis of the documents referred to in Article II.15, which it has approved.

II.17.2 The total amount paid to the beneficiary by the Executive Secretariat may not in any circumstances exceed the maximum amount of the grant laid down in Article I.3.2, even if the total actual eligible costs exceed the estimated total specified in Article I.3.2.

II.17.3 If the actual eligible costs when the action ends are lower than the estimated total eligible costs, the contribution of the Executive Secretariat shall be limited to the amount obtained by applying the grant percentage specified in Article I.3.2 to the actual eligible costs approved by the Executive Secretariat.

II.17.4 The beneficiary hereby agrees that the grant shall be limited to the amount necessary to balance the action receipts and expenditure and that it may not under any circumstances

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produce a profit for him.

Profit shall mean any surplus of the beneficiary's total actual operating receipts over his total actual costs of the action. The actual receipts to be taken into account shall be those which have been established, generated or confirmed on the date on which the request for payment is drawn up by the beneficiary for financing other than by the IOC grant, to which shall be added the amount of the grant determined by applying the principles laid down in paragraphs 2 and 3 of this Article. For the purposes of this Article, only actual costs falling within the categories set out in the estimated budget referred to in Article I.3.1 and contained in Annex II shall be taken into account; non eligible costs shall always be covered by non-IOC resources.

Any surplus determined in this way shall result in a corresponding reduction in the amount of the grant.

II.17.5 Without prejudice to the right to terminate the agreement under Article II.11 and without prejudice to the possibility of the Executive Secretariat applying the penalties referred to in Article II.12, the Executive Secretariat may reduce the grant initially provided for:

- a) if the action is not implemented or is implemented poorly, partially or late, in line with the actual implementation of the action on the terms laid down in this agreement;
- b) if, after more than three months have elapsed since the date of implementation of the activity for which the grant is awarded, the attendant supporting proof has not been submitted. In this case, the maximum amount of the penalty shall be 10%.

ARTICLE II.18 – RECOVERY

II.18.1 If any amount is unduly paid to the beneficiary or if recovery is justified under the terms of the agreement, the beneficiary undertakes to repay the Executive Secretariat the sum in

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question on whatever terms and by whatever date it may specify.

II.18.2 If the beneficiary fails to pay by the date set by the Executive Secretariat, the sum due shall bear interest at the rate indicated in Article II.16.3. Interest on late payment shall cover the period between the date set for payment exclusive, and the date when the Executive Secretariat receives full payment of the amount owed inclusive.

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

II.18.3 If payment has not been made by the due date, sums owed to the Executive Secretariat may be recovered by offsetting them against any sums owed to the beneficiary, after informing him accordingly by registered letter with acknowledgment of receipt or equivalent, or by calling in the financial guarantee provided. In exceptional cases, when it is necessary to protect the financial interests of the IOC, the Executive Secretariat may recover by offsetting before the scheduled date for payment. The prior consent of the beneficiary shall not be required.

II.18.4 Bank charges occasioned by the recovery of sums owed to the Executive Secretariat shall be borne solely by the beneficiary.

ARTICLE II.19- CHECKS AND AUDITS

II.19.1 The beneficiary undertakes to provide any detailed information requested by the Executive Secretariat or by any other outside body authorised by the Executive Secretariat to check that the action and the provisions of the agreement are being properly implemented.

II.19.2 The beneficiary shall, for a period of five years from the date of payment specified in Article I.4, keep all original documents at the disposal of the Executive Secretariat, especially accounting and tax records, or, in exceptional and duly justified cases, certified copies of original documents relating to the agreement.

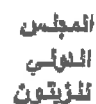
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II.19.4 The beneficiary undertakes to allow Executive Secretariat staff and outside personnel authorised by the Executive Secretariat the appropriate right of access to sites and premises where the action is carried out and to all the information, including information in electronic format, needed to conduct such audits.

In duplicate, in English.

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DESCRIPTION OF THE ACTION

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ESTIMATED BUDGET

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