

**ADMINISTRATIVE AGREEMENT BETWEEN THE AAL INTERNATIONAL ASSOCIATION  
AND THE MINISTRY OF EDUCATION, SCIENCE AND SPORT**

**1. PARTIES**

This document constitutes an agreement between

**The AAL International Association**

Ambient Assisted Living IVZW, International non-for-profit association

Official registration no. 894588636

Rue du Luxembourg 3

BE-1000 Brussels

VAT number BE0894588636

("the AAL Association"),

Represented for the purposes of signature of this agreement by Dr. Rafael de Andrés Medina,  
President of the AAL Association

**on the one hand,**

**and**

**REPUBLIC OF SLOVENIA**

**MINISTRY OF EDUCATION, SCIENCE AND SPORT**

Masarykova 16

1000 LJUBLJANA

VAT number 2399300000

Represented for the purposes of signature of this agreement by Dr. Maja Makovec Brenčič,  
minister

**on the other hand.**

**HAVE AGREED**

The following terms and conditions of mutual obligations and responsibilities in this agreement.

**2. SUBJECT AND SCOPE**

- (1)** By Decision No. 554/2014/EU of the European Parliament and of the Council of 15 May 2014 on the participation of the Union in the Active and Assisted Living Research and Development Programme jointly undertaken by several Member States ("the basic act"),

the Union has decided to make a financial contribution to the Active and Assisted Living Research and Development Programme jointly undertaken by several Member States ("the AAL Programme"). The maximum Union financial contribution shall amount to EUR 175 million for the duration of Horizon 2020.

- (2) Participating States have declared their participation in the AAL Programme and committed their financial contribution for the AAL Programme to the Union, represented by DG Communications Networks, Content and Technology (DG Connect).
- (3) Participating States have established the AAL Association, an international association under Belgian law, as the dedicated implementation structure for the AAL Programme.
- (4) According to the basic act, the financial contribution of the Union shall be managed by the AAL Association, as dedicated implementation structure, in the framework of indirect centralised management pursuant to the relevant provisions of Financial Regulation No. 966/2012. In the Delegation Agreement no. 30-CE-0688218/00-46 between the Commission and the AAL Association ("the Delegation Agreement") pursuant to Article 7 of the basic act, detailed arrangements are lay down for the indirect centralised management.
- (5) The present agreement constitutes the administrative agreement concluded between the AAL Association as dedicated implementation structure of the AAL Programme and the designated national funding body for membership in the AAL Association and as responsible for the joint management of the AAL Programme. National funding bodies shall take the appropriate measures to meet the provisions of this agreement.
- (6) If the national funding body delegates the execution of the agreement to another entity, it nevertheless remains fully responsible towards the AAL Association for compliance with the stipulations of this agreement.
- (7) This agreement sets out the detailed requirements applying to both parties in view of:
  - The implementation of the work programmes and calls for proposals of the AAL Programme and the AAL Association;
  - The establishment of annual budgets and budget controls for the AAL Association;
  - The selection, implementation and administration of activities conducted by the AAL Association and projects funded under the AAL Programme;
  - The contributions to the Management Unit of the AAL Association composed of National Contact Persons and the Central Management Unit;
  - The joint financing of selected projects and other activities;
  - The transfer of the financial contribution of the Union by the AAL Association to the national funding body or to the duly designated entity;
  - The protection of the financial interests of the Commission especially in case of fraud, irregularities, corruption and other illegal activities;
  - The support provided to the AAL Association with annual reporting, audit and evaluation obligations, with all necessary information to carry out the mid-term and final evaluation of the AAL Programme, the final project control reporting and the final AAL Programme report.
- (8) This agreement should be read and interpreted in conjunction with:
  - The basic act;
  - The Delegation Agreement, including its annexes;
  - The Statutes and the Rules of Internal Order (including annexes) of the AAL Association;

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- Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities financial interests;
  - Council Regulation (EC, Euratom) No 2185/96 of 11 November 1996 concerning on the spot checks and inspections carried out by the Commission;
  - Regulation (EU, Euratom) No. 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council concerning investigations of the European Anti-Fraud Office;
  - The letter from 10 January 2014 from Minister Dr. Jernej Pikalo addressed to Director General Robert Madelin (European Commission, Directorate General for Communications Networks, Content and Technology) comprising the commitment of the national funding body to participate in the AAL Programme and the national contribution;
  - The minutes of meetings of the General Assembly of the AAL Association approving the accession of the national funding body to the AAL Association.
- (9) The implementation of the AAL Programme shall comply with the stipulations of the annex 1 *'Description of entrusted tasks'* of the Delegation agreement.
- (10) The funding percentage of the Union contribution to the recipient in the selected proposals shall be calculated in accordance with the principles stipulated in §6.1. of the annex 1 *'Description of entrusted tasks'* of the Delegation agreement.

### **3. ENTRY INTO FORCE AND PERIOD OF EXECUTION**

- (1) This agreement shall enter into force on the date when the last of the two parties signs it.
- (2) Both parties may at any time suspend or terminate this agreement in accordance with the provisions in this agreement.
- (3) Before 31 December 2020, both parties shall agree on a detailed framework for the different steps of the winding down of the AAL Programme in time with the end of Horizon 2020 in order to:
- Liquidate the final payment to be made by the AAL Association to the national funding body;
  - Set up a recovery procedure for each sum unduly paid at project's level out of Union funds and to be repaid by the AAL Association to the Union's budget.

The entrusted tasks as defined in the annex 1 *'Description of entrusted tasks'* of the Delegation agreement shall be carried out before 31 December 2027.

### **4. IMPLEMENTATION OF THE AAL ASSOCIATION'S WORK PROGRAMMES AND CALLS FOR PROPOSALS**

- (1) The AAL Association shall establish the annual work programme, consisting of the annual call(s) for proposals, other activities and administrative activities of the AAL Association. The national funding body or the duly designated entity must have full membership of the AAL Association, especially regarding the voting rights. The General Assembly of the AAL

Association decides upon the work programme that must also be approved by the European Commission as an annex to the annual financing agreement (*Transfer of Funds Agreements*).

(2) On request of the AAL Association, the national funding body or the duly designated entity shall communicate:

- The financial commitment to the planned work programme on the basis of the planned budget;
- National eligibility criteria and other legal, administrative and financial requirements applicable for each call for proposals for the establishment of national grant agreements with project participants. These criteria and requirements shall be transmitted within 30 calendar days following the request of the Executive Board of the AAL Association.

Communicated national eligibility criteria shall be included in the AAL call for proposals by the AAL Association;

- Nomination of a National Contact Person. The National Contact Person shall be member of the Management Unit of the AAL Association together with the Central Management Unit, operating in all administrative affairs of the AAL Association and the AAL Programme, especially the preparation and execution of the annual work programme. The national funding body or the duly designated entity may substitute them any time by addressing a letter to the AAL Association stating the date on which the replacement shall come into force.

(3) The provision of Article 20 of EU Regulation No. 1290/2013 of the European Parliament and of the Council of 11 December 2013 laying down the rules for participation and dissemination in "Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)" and repealing Regulation (EC) No. 1906/2006" are applicable.

(4) Calls for proposals shall specify the planned date by which all applicants shall be informed of the outcome of the evaluation of their application and the indicative date for the signature of grant agreements or the notification of grant decisions.

## 5. ADMINISTRATION OF PROJECTS

The joint administration of funded projects shall be comprised in a Manual for procedures for the AAL Programme to be provided by the AAL Association.

### a. Selection of proposals

(1) The AAL Association is responsible for the evaluation and selection of proposals. The evaluation of the submitted project proposals shall be carried out with the assistance of independent experts. The evaluation process shall provide a ranked list of projects. The central management unit shall prepare a preliminary list of proposals for funding. The eligibility including the financial capacity of individual applicants shall be verified by the national funding body or the duly designated entity in accordance with the rules of participation in the designated national programme(s).

(2) With this list, the Executive Board of the AAL Association shall carry out the necessary balancing of requested funding and available national budgets. In case a project is selected for funding, but one or more participating national programmes have exhausted their earmarked budget(s), the following options can be considered:



- the national funding body or the duly designated entity can raise the earmarked budget for the AAL Programme. This may also be done by using funds from other national public sources such as other research programmes (with the exception of H2020 projects or other AAL projects ineligible for Union funding sources);
- A national funding body or the duly designated entity from another participating State can fund the partner (cross-funding).

The balancing and optimisation process shall be finished after 30 calendar days from the date of invitation to optimisation sent by the Central Management Unit.

- (3) The General Assembly of the AAL Association shall approve a ranked list of selected proposals which shall be binding for all members of the AAL Association.
- (4) In case there is a proposal selected for funding, but one or more participating national programmes have exhausted their earmarked budget(s) or one or more individual applicants are not eligible in accordance with the rules of participation of a national funding body or duly designated entity, the proposal will be flagged to be invited for reconfiguration, if the reconfiguration rules described in the call texts are applicable to the proposal. In this case:
  - Participant(s) can be funded from private sources such as private equity or own funding. If this is not sufficient for that/these participant(s), and if other sources of funding cannot be mobilised, then the project may continue without that/these participant(s);
  - The partner may be replaced by another participant, or the project may be contracted without that partner, if the eligibility criteria are still met.
- (5) In order to ensure that the project is still viable and sufficiently close to the proposal as evaluated by the independent experts, the AAL Association may decide that an additional central independent evaluation of the proposal concerned should be carried out with the assistance of independent experts, in order to evaluate the proposal without the participation of the participant in question or, if suggested by the project consortium, with a replacement participant.
- (6) If it appears that the project is no longer viable, or deviates too much from the proposal evaluated by the independent experts, this project shall be taken out of the ranking list in order to consider the next project. This decision shall be taken by the AAL Association after receipt of sufficient evidence that the other alternatives have been checked out and are not possible.
- (7) The Central Management Unit of the AAL Association shall communicate to the collaborative transnational project coordinator of the national funding body or of the duly designated entity within 14 calendar days from the finalisation of the process and approval of the selection list. Each AAL transnational project coordinator will be asked to forward such communication to their respective transnational project partners.

The details of this process are outlined in the Manual for procedures of the AAL Programme.

#### **b. National Grant Agreements**

- (1) The national funding body of the coordinator of the joint project shall organise the coordination and negotiation process in the collaborative project, and ensure that a consortium agreement is agreed and signed by all partners. For all such obligations the national funding body of the coordinator shall receive appropriate support from the project coordinator, the other participating national funding bodies and the Central Management Unit.

- (2) In parallel to the completion of this coordination and negotiation process, the national funding bodies engaged in a collaborative project shall establish grant agreements with participants in the collaborative project. These grant agreements shall be prepared in accordance with national regulations. The national funding bodies shall verify the eligibility of costs and keeping to the relevant national State aid regulations and the General Block Exemption Regulation for State Aid as defined in the State Aid Modernisation Regulation IP/12/458 and Commission Communication 2014/C 198/01 setting a framework for State aid for research and development and innovation, are essential. Any substantial changes in the project during the negotiation process, such as changes of the composition of the consortium, changes of the main objectives of the project, substantial reductions or increases of the budget of the project have to be reported to the AAL Association for approval of the involved national funding bodies before signing the grant agreements. The same shall apply if such changes occur during the implementation of the projects.
- (3) Grant agreements shall also contain all necessary reporting and control obligations comprised in this agreement. The national funding body or the duly designated entity shall also ensure that the funding of the project is in accordance with the funding rates set out in the Delegation Agreement, including its Annex, and in the Transfer of Funds agreement between the AAL Association and the Commission and with national funding rules.
- (4) The project beneficiary shall provide a declaration, that double funding from a national or Union source has not and will not be provided for the same eligible costs.
- (5) In case of failure of the negotiation and grant agreement process the national funding body or the duly designated entity shall report to the AAL Association within 60 calendar days after the invitation for negotiation.
- (7) The AAL Association may decide to recommend stopping the contracting of a proposal for which the negotiations are excessively delayed, therefore modifying the ranking list approved previously according to §5.a.(3).
- (8) The project coordinator shall submit to the Central Management Unit within 14 calendar days after the completion of the grant agreements:
  - A description of the collaborative project work programme in particular of all activities and actions necessary to fulfil the objectives stipulated in the project proposal;
  - The financing plan of the project;
  - The dates of the signature of the grant agreements of each participant in the collaborative project.National funding bodies shall provide access to the grant agreements and all related documents on request of the AAL Association.
- (9) The grant agreement shall include an obligation of the beneficiary to acknowledge the funding received from the European Union and to display the European Commission logo in an appropriate way.
- (10) The grant agreement shall also include an obligation of the beneficiary to provide all necessary information and documents on request to the AAL Association for the publication of non-confidential project information.
- (11) If a national funding body or the duly designated entity does not operate with grant agreements, the regulations referring to grant agreements refer also to the national equivalents of grant agreements (e.g. granting decision).

**c. Administration of funded projects and other activities**



- (1) The national funding body or the duly designated entity is responsible for the administration of funded projects according to national law and regulations after the signature of the grant agreement between the national funding body or the duly designated entity and the beneficiary or similar legal instrument of enforcement. The administration of projects shall follow the national procedures as described according to the template of Annex 2. The report on national procedures shall contain especially the national control system, the audit strategy including the methodology applied to select the grant agreements to audit and a statement, that international accepted audit or related services standards are applied. The report shall be presented not later than 60 calendar days after the signature of this agreement and become an annex to this agreement.
- (2) The administration comprises at least:
  - An annual monitoring of the performance of the individual projects of a collaborative project according to the grant agreements;
  - A joint monitoring of the collaborative project coordinated by the central management unit and the national funding bodies or duly designated entities involved.
- (3) Other activities, including the participation of the national funding body or the duly designated entity in the definition, preparation and implementation of accompanying measures on a voluntary basis.

## 6. FINANCIAL MANAGEMENT OF THE AAL PROGRAMME

### a. Principles

- (1) The AAL Association is responsible for the organisation of the financial management and the transfer of Union contributions to national funding bodies or duly designated entities.
- (2) The national funding body or the duly designated entity shall provide all national information related to the financial management of the AAL programme on request of the AAL Association within the allocated deadline. The information shall especially include an annual summary report according to Article 7 of this agreement and the confirmation of the bank account used by the national funding body or the duly designated entity for the Union funds. This bank account shall allow the Union contribution to be identified.
- (3) The national funding body or the duly designated entity shall perform the financial and contractual monitoring based on national regulations and procedures.
- (5) The national funding body or the duly designated entity shall notify the AAL Association in the event of withholding or reduction of payments as a result of unsatisfactory performance of the beneficiary within 14 calendar days.
- (6) The national funding body or the duly designated entity shall, when necessary, support the consortium coordinator in her/his obligation to coordinate and supervise the financial report of the joint project as part of the annual project report to be provided in English to the Central Management Unit.
- (7) To guarantee sound financial management, a bookkeeper and an independent external auditor for the annual financial auditing of the AAL Association shall be employed.
- (8) The amount of the Union financial contribution to a specific call is limited to the overall amount of the national financial contributions to the call with a ceiling of EUR 175 million for the duration of AAL Programme.

## **b. The annual budget**

The annual budget shall be determined on the basis of the approved annual work programme and shall comprise at least the following categories:

- The estimated budget for the call for proposals of collaborative R&D&I projects and the committed national financial contributions;
- The budget for accompanying activities and committed national contributions;
- The budget for the administration of the AAL Programme;
- An estimation of annual payments for already contracted projects or activities.

## **c. Payment modalities**

- (1) After the termination of the evaluation process and the signature of the grant agreements the final budget of a call shall be calculated.
- (2) The effective Union financial contribution to a project after its termination shall be calculated on the basis of eligible costs of the project after termination as approved by the national funding body after the final financial project control.
- (3) The national funding bodies or the duly designated entities shall process the cost reimbursement or pre-payment claims of grant beneficiaries in its own language according to its national procedures. It shall ensure that the claims are valid and that costs are eligible and in line with the national grant agreement. All necessary verifications shall be the responsibility of the national funding body or the duly designated entity.
- (4) The Union financial contribution shall be disbursed by the AAL Association upon request of the national funding body or the duly designated entity. A copy of the national payment document of the national contribution may be requested for processing the payment. In order to facilitate payments it is possible to bundle payments for several projects. The signature of the person(s) authorised to sign payment requests and to manage the confirmed bank account of the national funding body or of the duly designated entity has to be deposited at the AAL Association.
- (5) Payments of the Union financial contributions shall be executed to the national funding body with full membership rights or to the entity designated in Article 15 of the present agreement (the "duly designated entity") and that complied with the reporting requirements described in Article 7(4) within 14 calendar days after receipt of the properly justified request, under the condition that the financial funding has been provided timely by the Union to the AAL association.
- (6) Technical details of the payment procedures and modalities shall be laid down in a separate manual.
- (7) The national funding body or the duly designated entity shall document the amount of accepted costs, any other financial or contractual issues as regards the execution of the national grant agreement and each payment made to the grant beneficiary and provide access to the documents on request of the AAL Association.

## **d. Currency for the documents and conversion into Euro**





- (1) The documents shall be submitted in Euro, including requests for payments from the national funding bodies or the duly designated entities to the AAL Association.
- (2) If national funding bodies or the duly designated entities submit to the AAL Association claims in a currency other than Euro, they shall convert the expenditure and administrative costs recorded in its accounts into Euro, at the exchange rate at the closing date of the call published in the C series of the Official Journal of the European Union (<https://www.ecb.int/stats/exchange/eurofxref/html/index.en.html>).
- (3) 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/infoeuro/infoeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/infoeuro_en.cfm)), determined over the corresponding reporting period.
- (4) Where the AAL Association keeps its accounts in Euro, it shall convert expenditure incurred in another currency into Euro according to its usual accounting practices.

## 7. REPORTING, AUDITS AND CONTROLS

- (1) An annual standardised project report including a project progress report and a financial control report has to be provided by the collaborative transnational project coordinator to the AAL Association within 60 calendar days after the end of the calendar year.
- (2) The national funding body (or the duly designated entity) of the coordinator of a collaborative trans-national project shall include this obligation into the grant agreement. The other national funding bodies or duly designated entities responsible for the collaborative project in question shall include the respective reporting obligations of their beneficiaries to the project coordinator in their national grant agreements.
- (3) The coordinator has to submit a standardised summary report of the collaborative transnational project within 60 calendar days after the termination of the project to the AAL Association.
- (4) A description, providing an overview, and any following changes of the national internal control system in place allowing the AAL Association to centrally assess control risks, in particular the audit and control procedures to prevent fraud and irregularities, as well as the audit strategy to be deployed by the national funding body or the duly designated entity, including the methodology to select the grant agreements and the contract to audit, shall be provided by the national funding authority according to a standardised template (Annex to this agreement) within 60 calendar days after the signature of this agreement. The document shall become an annex to this agreement.
- (5) The national funding body or the duly designated entity shall contribute to the annual financial reporting and financial forecasting of the AAL Association, necessary to manage the financial contributions of the Union to the AAL Programme, by providing an annual summary report. The report shall especially include:
  - The use of the Union contribution, including the payments per project at participant level;
  - The payments from the national budget to the projects;
  - The implementation and results of national financial audit(s);
  - A forecast of payments per project for the next six month for both the EU contribution and the national payments;

- If necessary, measures taken by the national funding body to protect the national and the Community financial interests.
- (6) The national funding body or the duly designated entity shall carry out ex-ante and ex-post controls on recipients in accordance with Article 9 of the basic act, including, where appropriate, on-the-spot checks on representative and risk-based samples of transactions to ensure that underlying transactions and legal are regular and that actions financed from the EU budget are effectively carried out and implemented correctly.
  - (7) The national funding body or the duly designated entity accepts the rights of the AAL Association, the Commission or Commission-authorized bodies or physical or legal persons, the Court of Auditors and the European Anti-Fraud Office (OLAF) to carry out checks, audits and investigations as provided for in the Delegation Agreement, and provides the appropriate right of access to its premises and to all the information needed for the purpose of carrying out the controls, checks, inspections, audits and evaluations. All contracts and agreements signed between the national funding bodies and the beneficiaries shall also state expressly these rights to carry out checks, inspections and audits and to get access to its premises and to all information needed for the purposes of such checks, inspections and audits.
  - (8) The national funding body or the duly designated entity shall also timely contribute to the mid-term and final evaluation of the AAL Programme.
  - (9) The national funding body or the duly designated entity shall undertake to foresee the same obligation to accept such checks, audits and reporting obligations in their contracts or agreements with the final beneficiaries.

## **8. OBLIGATION TO KEEP RECORDS AND OTHER SUPPORTING DOCUMENTATION**

- (1) The parties shall keep all original documents, especially accounting and tax records stored on any appropriate medium, including digitalised originals when they are authorised by national law and under the conditions laid down therein, for a period of five years after the payment of the balance.
- (2) If there are on-going audits, appeals, litigation or pursuit of claims concerning this agreement, the parties shall keep the documents until the end of these procedures.

## **9. PROTECTION OF EU FUNDS**

### **a. Liability of the national funding body**

- (1) The national funding bodies are as members of the AAL Association liable for the financial obligations of the AAL Association towards the European Commission set out in the Delegation Agreement and Annual Financing Agreements concluded between the European Commission and the AAL Association for the duration of the AAL Programme.
- (2) The individual financial liability of a national funding body arising from Art. 1) is defined as:
  - a. a percentage of the total financial liability of the AAL Association calculated as the ratio between the aggregated amount of EU funding received and the total AAL Programme EU funding received by all national funding bodies.

- b. The total financial liability of a national funding body referred to in a) cannot exceed the aggregated AAL Programme EU funding received by that national funding body:
- (3) The amount of EU funding received referred to in 9.(2)b above shall be calculated on the basis of the project agreements after finalising the negotiation process by the national funding body or the duly designated entity. It shall be approved by the Executive Board of the AAL Association and the annual Audit Report.
  - (4) Individual liabilities shall be calculated each year by the Executive Board of the AAL Association and approved by the Auditor. They have to be confirmed in writing by the national funding bodies within 60 days after the confirmation was requested by the AAL Association. After confirmation by the national funding body they shall become amendments to this agreement.

**b. The recovery by the AAL Association**

- (1) Each party shall advise the other in writing as soon as it becomes aware of a beneficiary having breached the grant agreement with this party, including the beneficiary's obligation to use the grant for the approved purpose.
- (2) Each party shall take appropriate measures to prevent irregularities, fraud, corruption or any illegal activity.
- (3) If any amount of Union funds is unduly paid by the AAL Association to the national funding body or to the duly designated entity or if recovery is justified under this administrative agreement, the national funding body or the duly designated entity undertakes to repay to the AAL Association the amounts in question on whatever terms and by whatever date it may specify.
- (4) In the event of unduly payments (i.e. advances, irregular use of grants, etc), the national funding body is liable for all losses of Union financial contributions resulting from insolvency of a beneficiary and an illegal and irregular use of grants in individual projects if the national funding body or the duly designated entity has not applied all national legal measures to take possession of the funds. For any such cases, a detailed report has to be submitted to the AAL Association.
- (5) The national funding body or the duly designated entity have to take legal and administrative measures to recover funds unduly paid. The AALA may waive the recovery of all or part of the amounts that could not be recovered from the national funding body or the duly designated entity, provided that the following cumulative conditions are fulfilled:
  - a) the national funding body or the duly designated entity have correctly followed their regulations and rules and the non-recovery is not the result of error or negligence on their part;
  - b) the national funding body or the duly designated entity exercised in the recovery of the funds unduly paid the same level of diligence which they apply in recovering their own funds and have demonstrated that they have exhausted all applicable measures at their disposal in accordance with their own regulations and rules to recover the funds including bringing legal proceedings where necessary and relevant.



## 10. VISIBILITY OF EU FUNDS

- (1) Any communication or publication related to the implementation of the AAL programme shall indicate EU support, display the EU emblem and include the following text:

*“This action has received funding from the AAL Programme with co-funding from the European Union’s Horizon 2020 research and innovation programme” or “This programme has received funding from the European Union’s Horizon 2020 research and innovation programme”.*

as appropriate or proportionate.

- (2) Any communication or publication related to the implementation of the AAL programme shall, where and when appropriate, indicate that it reflects only its author’s view and that the European Commission is not responsible for any use that may be made of the information it contains.

## 11. INTELLECTUAL PROPERTY

- (1) The IPR policy of the AAL Programme shall promote knowledge creation, together with the exploitation and dissemination of the project results of the Joint Programme. With regard to these basic guidelines, the partners of a collaborative project are free in their contractual decisions.
- (2) For all funded collaborative R&D&I projects a consortium agreement is mandatory and shall be signed by all participating partners. The consortium agreement shall address IPR in detail, in particular regarding the protection of knowledge, the ownership of results, the exploitation and the access rights, both for the execution of the projects and for the exploitation phase.
- (3) Guidelines for a consortium agreement shall be part of the manual of procedures of the AAL Programme.

## 12. CONFIDENTIALITY

- (1) The parties agree to take appropriate measures to ensure confidentiality of any data, documents or other material that is identified as confidential for the duration of the AAL Programme and for 10 years after its end. All information received pertaining to the evaluation of project proposals is strictly confidential.
- (2) This includes the obligation not to use confidential information otherwise than for the purpose for which it was disclosed, nor to disclose confidential information to any third party without the prior written consent by the disclosing party, to ensure that internal distribution of confidential information by a recipient shall take place on a strict need-to-know basis and to return to the disclosing party on demand all confidential information which has been supplied to or acquired by the recipients including all copies thereof, and to delete all information stored in a machine readable form. If needed for the recording of ongoing obligations, the recipients may however request to keep a copy for archival purposes only.
- (3) Where confidential information was communicated orally, its confidential character must be confirmed by the disclosing party in writing within 15 days after disclosure.

- (4) The recipients shall be responsible for the fulfilment of the above obligations on the part of their employees and shall ensure that their employees remain so obliged, as far as legally possible, during and after completion of this agreement and/or after the termination of employment.
- (5) Confidentiality no longer applies where the confidential information becomes publicly available by means other than a breach of confidentiality obligations. The disclosing party subsequently informs the recipient that the confidential information is no longer confidential. The confidential information is subsequently communicated to the recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidentiality, the disclosure or communication of confidential information is required by the national law of one of the parties.
- (6) The parties shall take all necessary measures to prevent any situation where the impartial and objective implementation of the AAL Programme is compromised for reasons involving economic interest, political or national affinity, familial or emotional life or any other shared interest ('conflicts of interests').

Any situation constituting or likely to lead to a conflict of interests during the implementation of the AAL Programme shall be notified in writing to the other party without delay.

The parties shall both take immediately all the necessary steps to rectify this situation.

### 13. PROCESSING OF PERSONAL DATA

- (1) Any personal data under the AAL Programme shall be processed by the parties in compliance with Regulation (EC) No. 45/2001 and the applicable national law on the protection of personal data, solely for the purposes of the implementation of the AAL Programme.
- (2) The persons whose personal data are processed shall have the right of access to their personal data and the right to rectify any such data.
- (3) Should they have queries concerning the processing of their personal data, they shall address them to the AAL Association or the national funding body.
- (4) They also have the right of recourse at any time to the European Data Protection Supervisor, in accordance with Art. 24.2. of the Delegation Agreement.

### 14. SUSPENSION AND TERMINATION

- (1) This agreement may be suspended by one of the parties in case where a party is not fulfilling its obligations according to this agreement, or in case where the participation of the national funding body to the AAL Programme is suspended following a decision of the AAL Association. This suspension takes effect 30 calendar days after the receipt of the notification.
- (2) Ministry of Education, Science and Sport may suspend or terminate this agreement at any time by written notification to the AAL Association sent by registered postal mail. In that event, this agreement shall cease to have effect ninety days from the date of receipt of the notification.

- (3) Suspension or termination shall not affect any agreed rights or obligations of a party for the period of the validity of the agreement.
- (4) In particular, notwithstanding paragraphs (1) and (2) of this article, projects and activities in progress at the time of suspension or termination of this agreement shall continue until their full completion under the conditions laid down in this agreement.

## 15. NOTICES AND COMMUNICATIONS

[In cases where the national funding body delegates the execution of the agreement to another entity]:

- (1) For the execution of this agreement [Name of the national funding body] names:

[Name of the designated entity]

- (2) Any notice and communication shall be made in writing to the following addresses:

- For the AAL Association:

AAL Internal Association

Rue du Luxembourg 3

BE-1000 Brussels

- For [Name of the responsible national body concerned]:

[Insert details]

- (3) Each party to this agreement shall inform the other party without delay and in writing of any changes in the names and addresses identified above.

## 16. AMENDMENTS AND CHANGES

- (1) Amendments or changes to this agreement shall be valid only if made in writing and signed by an authorised signatory of each of the parties.
- (2) Each party of the agreement shall notify the other, if it considers that performance is inadequate or the agreement is no longer in line with the constituent documents of the AAL Programme.
- (3) Any changes in the administrative agreements signed between the AAL Association and the national funding bodies have to be approved by the General Assembly of the AAL Association prior to any signature.
- (4) In case the national funding body modifies its administrative structure, especially with regard to the entity duly designated for the AAL Programme, such changes shall be communicated within a month to the AAL Association for proof of entitlement and date to come into force. Such communications shall be annexed to the present agreement which will remain into force without any further actions to be taken.



**17. LANGUAGE**

English shall be used in all documents and notices prepared by the AAL Association or communicated to the AAL Association by the national funding body or the duly designated entity, including reports and deliverables, and meetings conducted, pursuant to this agreement or otherwise in connection herewith, with the exception of purely national documents. Any translation shall be for convenience only and of no legal effect.

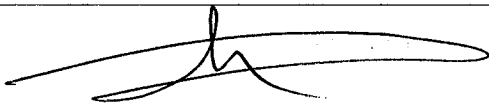
**18. SETTLEMENT OF DISPUTES AND APPLICABLE LAW**

- (1) Any dispute between the parties concerning the interpretation, application or validity of this agreement shall be settled amicably.
- (2) The agreement and all matter arising out of this agreement shall in respect be governed by Belgium law and brought to the Belgian jurisdictions.

**19. SEVERABILITY**

If one or more of the provisions contained in this agreement or any documents executed in connection herewith are found by a competent court or authority to be invalid, illegal, or unenforceable in any respect under any applicable law, including competition law, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired, provided that in such case the parties oblige themselves to use all commercially reasonable efforts to achieve the purpose of the invalid provision by a new legally valid stipulation that causes the same (or substantially similar) economic benefit or burden.

**Done in two originals in  
English in Brussels**

For the AAL International Association	For Ministry of Education, Science and Sport
Dr. Rafael de Andrés Medina, President	Dr. Maja Makovec Brenčič, Minister
 18/06/2015	

**ANNEX 1**

**LIST OF MEMBERS WITH THEIR YEARLY COMMITMENT**

**ANNEX 2**

**NATIONAL CONTROL AND AUDIT SYSTEMS**



## Annex 2

### Template for reporting to the AAL Association

#### National control and audit systems

#### 1. The Internal Control System in place in the national funding body or the duly designated entity

- General description of the project control system deployed
- More detailed description of the audit and control procedures to prevent fraud and irregularities. This shall consist in a sufficient description of existing audit and control procedures so as to allow the AAL Association to centrally assess control risks.

#### 2. The audit process deployed by the national funding body or the duly designated entity

including the methodology applied to select the contracts and grant agreements to audit. This shall include the process by which an annual audit plan will be drawn up and timely executed. In auditing internationally accepted auditing standards must be adhered to.

##### a. Please describe the **internal control system** inside the national funding body (or the duly designated entity).

- Who prepares payments and on which basis?
- Who authorises payments and on which basis?
- Who monitors payments; who reports on payments?

##### b. Please describe the audit process that is usually applied, i.e. in the context of the national funding programme, by the national funding body (or the duly designated entity)

- What is the legal basis for the conduction of audits on the level of funded project partners?
- Who is responsible for the audits and who conducts the audits (internal or external staff)?
- How is the audit conducted? What is part of an audit?
- At which stages of a funded project, audits are conducted?
- If so, what is the legal requirement for audit controls in respect to the overall spent budget or the number of funded projects?

- What was the average number of audit controls in the last three years? If the programme basis is not that long existing, please indicate answers for similar programmes.
- What happens if irregularities are identified? How often this happened in the last three years?
- Please indicate any plans concerning auditing of project partners funded under the AAL Programme.