

ANNEX II

GENERAL CONDITIONS

The Contract shall be governed by the following General Terms and Conditions, together with annexes specified in Special Conditions. Any departure from these General Terms and Conditions shall only be valid if mutually agreed between the Parties in writing.

ARTICLE 1 - DEFINITIONS

In these General Terms and Conditions the following definitions shall apply:

'Project' refers to action as defined under Annex I of the Contract;

'Beneficiary' refers to a legal person, other than the Project Coordinator, who is party to the Contract;

'Contract' refers to the Grant Contract concluded between the Project Coordinator and Beneficiary, including all annexes thereto;

'Parties' refers to the Beneficiary and the Project Coordinator, collectively, and 'Party' means either one of the two;

'Project Coordinator' refers to the Center for Regionalism and authorized representative in the respective country, i.e. Forum of Tuzla Citizens for Bosnia and Herzegovina, Initiative for Regional Cooperation for Montenegro, and Civic Committee for Human Rights for Croatia.

'Contracting Authority' refers to the European Union represented by the European Commission.

ARTICLE 2 - GRANT AMOUNT

The maximum grant amount is specified in the Special Conditions of the Contract.

ARTICLE 3 - OBLIGATIONS OF THE BENEFICIARY

The Beneficiary shall:

- a) Carry out the Project jointly and severally vis-a-vis the Project Coordinator taking all necessary and reasonable measures to ensure that the Project is carried out in accordance with the description of the Project in Annex I and the terms and conditions of the Contract. To this purpose, the Beneficiary shall implement the Project with the requisite care, efficiency, transparency and diligence, in line with the principle of sound financial management and with the best practices in the field.
- b) Be responsible for complying with any obligation incumbent on them from the Contract jointly or individually;

- c) Be responsible for drawing up the reports, financial statements and other information or documents required by the Contract and the Annexes thereto, as well as any information needed in the event of audits, checks, monitoring or evaluations, etc.;
- d) Be responsible for supplying all documents and information to the Project Coordinator which may be required under the Contract, in particular in relation to the narrative reports and the requests for payment.
- e) Inform the Project Coordinator of any event likely to affect or delay the implementation of the Project;
- f) Inform the Project Coordinator of any change in the legal, financial, technical, organizational or ownership situation of Beneficiary, as well as of any change in the name, address or legal representative of the Beneficiary;
- g) Be responsible in the event of audits, checks, monitoring or evaluations, for providing all the necessary documents, including the accounts of the Beneficiary, copies of the most relevant supporting documents, etc.
- h) Have full financial responsibility for ensuring that the Project is implemented in accordance with this Contract;
- i) Establish the payment requests in accordance with the Contract;
- j) Not delegate any, or part of, these tasks to the other entities.

ARTICLE 4 - CONFLICT OF INTERESTS AND GOOD CONDUCT

4.1. The Beneficiary shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of this Contract. Such conflict of interests may arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest.

4.2. Any conflict of interests which may arise during performance of this Contract must be notified in writing to Project Coordinator without delay. In the event of such conflict, the Beneficiary shall immediately take all necessary steps to resolve it.

4.3. The Project Coordinator reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken if necessary.

4.4. The Beneficiary shall ensure that its staff, including its management, is not placed in a situation which could give rise to conflict of interests. Without prejudice to its obligation under this Contract, the Beneficiary shall replace, immediately and without compensation from the Project Coordinator, any member of its staff in such a situation.

4.5. The Beneficiary shall respect human rights and applicable environmental legislation including multilateral environmental agreements, as well as internationally agreed core labor standards.

ARTICLE 5 - LIABILITY

5.1. The Project Coordinator cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the Beneficiary while the Project is being carried out or as a consequence of the Project. The Project Coordinator cannot, therefore, accept any claim for compensation or increases in payment in connection with such damage or injury.

5.2. The Beneficiary shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them while the Project is being carried out or as a consequence of the Project. The Beneficiary shall discharge the Contracting Authority and Project Coordinator of all liability arising from any claim or action brought as a result of an infringement of rules or regulations by the Beneficiary or the Beneficiary's employees or individuals for whom those employees are responsible, or as a result of violation of a third party's rights. For the purpose of this Article 5 employees of the Beneficiary shall be considered third parties.

ARTICLE 6 - ELIGIBLE COSTS

Cost eligibility criteria

6.1. Eligible costs are actual costs incurred by the Beneficiary which meet all the following criteria:

a) They are incurred during the implementation of the Project as specified in Article 2 of the Special Conditions. In particular:

(i) Costs relating to services and works shall relate to activities performed during the implementation period. Costs relating to supplies shall relate to delivery and installation of items during the implementation period. Signature of a contract, placing of an order, or entering into any commitment for expenditure within the implementation period for future delivery of services, works or supplies after expiry of the implementation period do not meet this requirement.

(ii) Costs incurred should be paid before the submission of the final reports.

(iii) Procedures to award contracts, as referred to in Article 7, may have been initiated and contracts may be concluded by the Beneficiary before the start of the implementation period of the Project, provided the provisions of Annex IV have been respected.

b) they are indicated in the estimated overall budget for the Project;

c) they are necessary for the implementation of the Project;

d) they are identifiable and verifiable, in particular being recorded in the accounting records of the Beneficiary and determined according to the accounting standards and the usual cost accounting practices applicable to the Beneficiary;

e) they comply with the requirements of applicable tax and social legislation;

f) they are reasonable, justified and comply with the requirements of sound financial management, in particular regarding economy and efficiency.

Eligible direct costs

6.2. Subject to Article 6.1 and, where relevant, to the provisions of Annex IV being respected, the following direct costs of the Beneficiary shall be eligible:

- a) the cost of staff assigned to the Project, corresponding to actual gross salaries including social security charges and other remuneration-related costs; salaries and costs shall not exceed those normally borne by the Beneficiary, unless it is justified by showing that it is essential to carry out the Project;
- b) travel and subsistence costs for staff and other persons taking part in the Project, provided they do not exceed those normally borne by the Beneficiary according to its rules and regulations, or the rates published by the European Commission at the time of such mission if reimbursed on the basis of simplified cost options;
- c) purchase costs for equipment (new or used) and supplies specifically dedicated to the purposes of the Project, provided that ownership is transferred at the end of the Project when required in Article 15.2.
- d) depreciation, rental or leasing costs for equipment (new or used) and supplies specifically dedicated to the purposes of the Project;
- e) costs of consumables;
- f) costs of service, supply and work contracts awarded by the Beneficiary for the purposes of the Project referred to in Article 7;
- g) costs deriving directly from the requirements of the Contract (dissemination of information, evaluation specific to the Project, translation, reproduction, insurance, etc.) including financial service costs (in particular the cost of transfers and financial guarantees where required according to the Contract);
- h) duties, taxes and charges, including VAT, paid and not recoverable by the Beneficiary, unless otherwise provided in the Special Conditions;
- i) overheads, in the case of an operating grant.

Indirect costs

6.3. The indirect costs for the Project are those eligible costs which may not be identified as specific costs directly linked to the implementation of the Project and may not be booked to it directly according to the conditions of eligibility in Article 6.1. However, they are incurred by the Beneficiary in connection with the eligible direct costs for the Project. They may not include non-eligible costs as referred to in Article 6.5. or costs already declared under another costs item or heading of the budget of this Contract.

A fixed percentage of the total amount of direct eligible costs of the Project not exceeding the percentage laid down in Article 3 of the Special Conditions may be claimed to cover indirect costs for the Project. Flat-rate funding in respect of indirect costs does not need to be supported by accounting documents. This amount shall not be taken into account with regard to the maximum amount of simplified cost options.

Indirect costs shall not be eligible under a grant for an action awarded to a Beneficiary who already receives an operating grant financed from the European Union budget during the period in question.

In kind contributions

6.4. Any contributions in kind, which shall be listed separately in Annex III, do not represent actual expenditure and are not eligible costs. Unless otherwise specified in the Special Conditions, contributions in kind may not be treated as co-financing by the Beneficiary.

If the Description of the Action provides for contributions in kind, such contributions have to be provided.

Non-eligible costs

6.5. The following costs shall not be considered eligible:

- a) debts and debt service charges (interest);
- b) provisions for losses, debts or potential future liabilities;
- c) costs declared by the Beneficiary and financed by another action or work programme receiving a European Union grant (including through the European Development Fund);
- d) purchases of land or buildings, except where necessary for the direct implementation of the Project and according to the conditions specified in the Special Conditions; in all cases the ownership shall be transferred in accordance with Article 15.2. at the latest at the end of the Project;
- e) currency exchange losses;
- f) credits to third parties, unless otherwise specified in the Special Conditions
- g) salary costs of the personnel of national administrations, unless otherwise specified in the Special Conditions and only to the extent that they relate to the cost of activities which the relevant public authority would not carry out if the Project were not undertaken.

ARTICLE 7 - IMPLEMENTATION CONTRACTS

7.1. If the Beneficiary have to conclude implementation contracts with contractors in order to carry out the Project, these may only cover a limited portion of the Project and shall respect the contract-award rules and rules of nationality and origin set out in Annex IV of this Contract.

7.2. To the extent relevant, the Beneficiary shall ensure that the conditions applicable to them under Articles 4, 5, 8 and 16 of these General Conditions are also applicable to contractors awarded an implementation contract.

7.3. The Beneficiary shall provide in its report to the Project Coordinator a comprehensive and detailed report on the award and implementation of the contracts awarded under Article 7.1, in accordance with the reporting requirements in section 2 of Annex VI.

ARTICLE 8 — ACCOUNTS AND TECHNICAL AND FINANCIAL CHECKS

Accounts

8.1. The Beneficiary shall keep accurate and regular accounts of the implementation of the Project using an appropriate accounting and double-entry book-keeping system.

The accounts:

- a) may be an integrated part of or an adjunct to the Beneficiary regular system;
- b) shall comply with the accounting and bookkeeping policies and rules that apply in the country concerned;
- c) shall enable income and expenditure relating to the Project to be easily traced, identified and verified.

8.2. The Beneficiary shall ensure that any financial report as required under Article 9 can be properly and easily reconciled to the accounting and bookkeeping system and to the underlying accounting and other relevant records. For this purpose the Beneficiary shall prepare and keep appropriate reconciliations, supporting schedules, analyses and breakdowns for inspection and verification.

Right of access

8.3. The Beneficiary shall allow verifications to be carried out by the European Commission, the European Anti-Fraud Office, the European Court of Auditors and any external auditor authorised by the Project Coordinator. The Beneficiary has to take all steps to facilitate their work.

8.4. The Beneficiary shall allow the above entities to:

- a) access the sites and locations at which the Project is implemented;
- b) examine its accounting and information systems, documents and databases concerning the technical and financial management of the Project;
- c) take copies of documents;
- d) carry out on the-spot-checks;
- e) conduct a full audit on the basis of all accounting documents and any other document relevant to the financing of the Project.

8.5. Additionally the European Anti-Fraud Office shall be allowed to carry out on-the-spot checks and inspections in accordance with the procedures laid down by the European Union legislation for the protection of the financial interests of the European Union against fraud and other irregularities.

Where appropriate, the findings may lead to recovery by the European Commission.

8.6. Access given to agents of the European Commission, European Anti-Fraud Office and the European Court of Auditors and to any external auditor authorized by the Contracting Authority carrying out verifications as provided for by this Article, as well as by expenditure verification report submitted by the Project Coordinator, be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject.

Record keeping

8.7. The Beneficiary shall keep all records, accounting and supporting documents related to this Contract for five years following the payment of the balance, and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim has been disposed of.

They shall be easily accessible and filed so as to facilitate their examination and the Beneficiary shall inform the Contracting Authority and/or Project Coordinator of their precise location.

8.8. All the supporting documents shall be available either in the original form, including in electronic form, or as a copy.

8.9. In addition to the reports mentioned in Article 9, the documents referred to in this Article include:

a) Accounting records (computerized or manual) from the Beneficiary accounting system such as general ledger, sub-ledgers and payroll accounts, fixed assets registers and other relevant accounting information;

b) Proof of procurement procedures such as tendering documents, bids from tenderers and evaluation reports, according to Annex IV.

c) Proof of commitments such as contracts and order forms;

d) Proof of delivery of services such as approved reports, time sheets, transport tickets, proof of attending seminars, conferences and training courses (including relevant documentation and material obtained, certificates) etc;

e) Proof of receipt of goods such as delivery slips from suppliers;

f) Proof of completion of works, such as acceptance certificates, signed by Beneficiary and final beneficiaries of the Project;

g) Proof of purchase such as invoices and receipts;

h) Proof of payment such as bank statements, debit notices, proof of settlement by the contractor;

i) Proof that taxes and/or VAT that have been paid cannot actually be reclaimed;

j) For fuel and oil expenses, a summary list of the distance covered, the average consumption of the vehicles used, fuel costs and maintenance costs;

k) Staff and payroll records such as contracts, salary statements and time sheets. For local staff recruited on fixed-term contracts, details of remuneration paid, duly substantiated by the person in charge locally, broken down into gross salary, social security charges, insurance and net salary.

ARTICLE 9 - OBLIGATION TO PROVIDE FINANCIAL AND NARRATIVE REPORTS

9.1. The Beneficiary shall provide the Project Coordinator with all required information on the implementation of the Project. The report shall describe the implementation of the Project according to the activities envisaged, difficulties encountered and measures taken to overcome problems, eventual changes introduced, as well as the degree of achievement of its results (impact, outcomes or outputs) as

measured by corresponding indicators. The report shall be laid out in such a way as to allow monitoring of the objective(s), the means envisaged or employed and the budget details for the Project. The level of detail in any report should match that of the Description of the Project and of the Budget for the Project. The Beneficiary shall collect all the necessary information and draw up consolidated interim and final reports. These reports shall:

- a) cover the Project as a whole, regardless of which part of it is financed by the Project Coordinator;
- b) consist of a narrative and a financial report drafted using the templates provided in Annex VI;
- c) provide a full account of all aspects of the Project's implementation for the period covered, including in case of simplified cost options the qualitative and quantitative information needed to demonstrate the fulfillment of the conditions for reimbursement established in this Contract;
- d) include the current results within an updated table based on the logical framework matrix including the results achieved by the Project (impact, outcomes or outputs) as measured by their corresponding indicators; agreed baselines and targets, and relevant sources of verification;
- e) determine if the intervention logic is still valid and propose any relevant modification including regarding the logical framework matrix;
- f) be drafted in the currency and language of this Contract;
- g) include any update on the communication plan as provided by Article 16.2;
- h) include any relevant reports, publications, press releases and updates related to the Action.

9.2. Additionally the final report shall:

- a) cover any period not covered by the previous reports;
- b) include the proofs of the transfers of ownership.

9.3. The Special Conditions may set out additional reporting requirements.

9.4. The Project Coordinator may request additional information at any time. The Beneficiary shall provide this information within 14 days of the request, in the language of the Contract.

9.5. Reports shall be submitted with the payment requests, according to Article 4 of Special Conditions. If the Coordinator fails to provide any report or fails to provide any additional information requested by the Project Coordinator within the set deadline without an acceptable and written explanation of the reasons, the Project Coordinator may terminate this Contract according to Article 12.2 (a) and (f).

ARTICLE 10 – PAYMENT

Submission of final reports

10.1. The Beneficiary shall submit the final report to the Project Coordinator no later than one month after the implementation period as defined in Article 2 of the Special Conditions.

Payment request

10.2. The payment request shall be drafted using the model in Annex V and shall be accompanied by:

a) a narrative and financial report in line with Article 9;

b) a forecast budget for the following reporting period in case of request of further pre-financing;

For the purposes of the initial pre-financing payment, the signed contract and forecast budget for the period to be covered, serves as payment request. A financial guarantee shall be attached if required in the Special Conditions.

Payment shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information provided.

Payment deadlines

10.3. The initial pre-financing payment shall be made within 15 days of receipt of the payment request by the Project Coordinator.

Further pre-financing payments and payments of the balance shall be made within 30 days of receipt of the payment request by the Project Coordinator.

ARTICLE 11 – FINAL AMOUNT OF GRANT

Final amount

11.1. The grant may not exceed the maximum ceiling in Article 3.2 of the Special Conditions either in terms of the absolute value or the percentage stated therein.

If the eligible costs of the Project at the end of the Project are less than the estimated eligible costs as referred to in Article 3.1 of the Special Conditions, the grant shall be limited to the amount obtained by applying the percentage laid down in Article 3.2 of the Special Conditions to the eligible costs of the Project approved by the Project Coordinator.

11.2. In addition and without prejudice to its right to terminate this Contract pursuant to Article 11, if the Project is implemented poorly or partially - and therefore not in accordance with the Description of the Project in Annex I - or late, the Project Coordinator may, by a duly reasoned decision and after allowing the Beneficiary to submit its observations, reduce the initial grant in line with the actual implementation of the Project and in accordance with the terms of this Contract. This applies as well with regards to the visibility obligations set out in Article 16.

No profit

11.3. The grant may not produce a profit for the Beneficiary, unless specified otherwise in Article 7 of the Special Conditions. Profit is defined as a surplus of the receipts over the eligible costs approved by the Project Coordinator when the request for payment of the balance is made.

11.4. The receipts to be taken into account are the consolidated receipts on the date on which the payment request for the balance is made by the Beneficiary that fall within one of the two following categories:

- a) income generated by the Project, unless otherwise specified in the Special Conditions;
- b) financial contributions specifically assigned by the donors to the financing of the same eligible costs financed by this Contract and declared by the Beneficiary as actual costs under this Contract. Any financial contribution that may be used by the Beneficiary to cover costs other than those eligible under this Contract or that are not due to the donor where unused at the end of the Action are not to be considered as a receipt to be taken into account for the purpose of verifying whether the grant produces a profit for the Beneficiary.

11.5. Where the final amount of the grant determined in accordance with the Contract would result in a profit, it shall be reduced by the percentage of the profit corresponding to the final contribution to the eligible costs actually incurred approved by the Contracting Authority.

ARTICLE 12 - TERMINATION OF THE CONTRACT

12.1. Either Party may terminate the Contract providing at least thirty (30) days written notice of termination to the other Party, if exceptional circumstances, notably of force majeure, make such implementation excessively difficult or dangerous. Termination notice shall be delivered to the other Party by registered post, return receipt requested. Notice period starts to run as of the receipt of the termination notice by the other Party.

12.2. In addition, Project Coordinator may terminate this Contract if the Beneficiary has committed severe breach of the Contract as defined under Article 5 of these General Conditions and in particularly if:

- a) The Beneficiary fails, without justification, to fulfill any obligation set under the Contract and, after being given notice by letter to comply with those obligations, still fails to do so or to furnish a satisfactory explanation within 20 days of receipt of the letter;
- b) a Beneficiary or any person that assumes unlimited liability for the debts of the Beneficiary is bankrupt, subject to insolvency or winding up procedures, is having its assets administered by a liquidator or by the courts, has entered into an arrangement with creditors, has suspended business activities, or is in any analogous situation arising from a similar procedure provided for under any national law or regulations relevant to the Beneficiary;
- c) Beneficiary, or any related entity or person, have been found guilty of an offence concerning their professional conduct proven by any means;
- d) Beneficiary, or any related entity or person, have committed fraud, corruption, or are involved in a criminal organization, money laundering or any other illegal activity;

- e) A change to a Beneficiary's legal, financial, technical, organizational or ownership situation or the termination of the participation of a Beneficiary substantially affects the implementation of this Contract or calls into question the decision awarding the grant;
- f) The Beneficiary or any related person, are guilty of misrepresentation in supplying the information required in the award procedure or in the implementation of the Project or fails to supply – or fails to supply within the deadlines set under this Contract - any information related to the Project required by the Project Coordinator;
- g) The Beneficiary has not fulfilled 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;
- h) The Project Coordinator has evidence that a Beneficiary, or any related entity or person, has committed substantial errors, irregularities or fraud in the Contract award procedure or in the implementation of the Project;
- i) The Project Coordinator has evidence that a Beneficiary is subject to a conflict of interests;
- j) The Beneficiary has awarded an implementation contract contrary to the provisions of the Contract;
- k) The Beneficiary is bankrupt or 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 proceedings concerning those matters or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations if not contrary to the mandatory rules of the Beneficiary's country of incorporation.

In this case, the Contract is terminated at the day of delivery of the termination notice (registered post, return receipt requested) to the Beneficiary.

Effects of termination

12.3. Upon termination of the Contract, the Beneficiary shall take all immediate steps to bring the Project to a close in a prompt and orderly manner and to reduce further expenditure to a minimum.

12.4. The Beneficiary shall be entitled to payment only for the part of the Project carried out.

12.5. In the cases of termination foreseen in points a), b), c), d), f), h) and k) of the Article 12.2., the Project Coordinator may, after having properly consulted the Beneficiary and depending on the gravity of the failings, request full or partial repayment of amounts unduly paid for the Project.

ARTICLE 13 - CONFIDENTIALITY

13.1. The Beneficiary, or its employees, shall not use any information acquired or developed in the course of this Contract for any purpose not authorized in writing by the Project Coordinator or authorized representative in the respective country.

13.2. The Beneficiary is required to exercise the utmost discretion during the performance of the Contract.

13.3. The Beneficiary may not communicate to any other person, government or authority external to the Project Coordinator any information known to it by reason of his contractual relationship with the Project Coordinator which has not previously been made public, except with written authorization of the Project Coordinator. Nor shall the Beneficiary at any time use such information to private advantage.

13.4. The obligations under this Article do not lapse upon cessation of this Contract.

13.5. The Beneficiary shall be liable for any breach of confidentiality or any indirect disclosure which could vitiate the interests of the Project Coordinator. The extent of any such liability shall be directly proportional to the extent of the damage caused.

ARTICLE 14 - ADVERTISING

Unless authorized in writing by the Project Coordinator, the Beneficiary shall not advertise or otherwise make public the fact that it has concluded the Contract with the Project Coordinator. The Beneficiary shall not use the name, emblem or official seal of the Center for Regionalism, Igman Initiative or authorized representatives in the respective countries or any abbreviation of the names of the Center for Regionalism, Igman Initiative or authorized representatives for advertising or for any other promotional purpose.

ARTICLE 15 - OWNERSHIP

15.1. The Project Coordinator retains the right to determine the ownership and the right to use freely and as it sees fit, and in particular, to store, modify, translate, display, reproduce by any technical procedure, publish or communicate by any medium, all documents deriving from the Project whatever their form, provided it does not thereby breach the existing industrial and intellectual property rights, unless otherwise stipulated in the Contract.

15.2. Unless otherwise clearly specified in the in Annex I, the equipment, vehicles and supplies paid for by the Budget for the Project shall be transferred to the final beneficiaries of the Project, at the latest when submitting the final report.

If there are no final beneficiaries of the Project to whom the equipment, vehicles and supplies can be transferred, the Beneficiary may transfer these items to:

- local authorities
- local Beneficiary(ies)
- local affiliated entiy(ies)
- another action funded by the European Union
- or, exceptionally, retain ownership of these items.

In such cases, the Beneficiary shall submit a justified written request for authorisation to the Project Coordinator, with an inventory listing the items concerned and a proposal concerning their use, in due time and at the latest with the submission of the final report.

In no event may the end use jeopardize the sustainability of the Project or result in a profit for the Beneficiary.

15.6 Copies of the proofs of transfer of any equipment, vehicles and supplies must be attached to the final report. Proofs of transfer of equipment, vehicles and supplies shall be kept by the Beneficiary for control purposes.

ARTICLE 16 - VISIBILITY

16.1. Unless the European Commission agrees or requests otherwise, the Beneficiary shall take all necessary steps to publicize the fact that the European Union has financed or co-financed the Project. Such measures shall comply with the Communication and Visibility Manual for European Union External Projects laid down and published by the European Commission, that can be found at: https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en or with any other guidelines agreed between the European Commission and the Project Coordinator.

16.2. The Beneficiary shall submit a communication plan for the approval of the Project Coordinator and report on its implementation in accordance with Article 9.

16.3. In particular, the Beneficiary shall mention the Project and the European Union's financial contribution in information given to the final recipients of the Project, in its internal and annual reports, and in any dealings with the media. It shall display the European Union logo wherever appropriate.

16.4. All publications by the Beneficiary pertaining to the Project, in whatever form and whatever medium, including the internet, shall carry the following disclaimer:

“This document has been funded by the European Commission and it reflects only the views of the author(s). The European Commission cannot be held responsible for any use which may be made of the information contained therein.”

ARTICLE 17 - AMENDMENTS AND ADDITIONS TO THE CONTRACT

17.1. The provisions of the Contract and the annexes thereto may be amended or supplemented only by means of a supplementary written agreement signed by all of the Parties or their authorized representatives.

17.2. Any amendment to the Contract, including the annexes thereto, shall be set out in writing, and approved by Project Coordinator beforehand. Amendment to the Budget or Description of the Action can not affect the basic purpose of the Action.

17.3. The amendment may not have the purpose or the effect of making changes to this Contract that would call into question the grant award decision.

ARTICLE 18 - APPLICABLE LAW

The Contract shall be governed by the laws of the Republic of Serbia.