

ANNEX II.a – Provisions applicable only to Co-Delegation Agreements

Article 1: Parties and signature of Co-delegation agreements

Where the Organisation implements the Action together with Co-Delegates, the Co-Delegates become Parties to the Agreement together with the Organisation. The General Conditions apply to Co-Delegates *mutatis mutandis*, subject to the provisions of this Annex.

Article 2: Additional obligations of the Organisation

In addition to the obligations stated in Annex II the Organisation shall:

- a) carry out the activities as described and assigned to it in Annex I;
- b) ensure coordination with all Co-Delegates in the implementation of the Action;
- c) be the intermediary for all communications between the Co-Delegates and the Contracting Authority;
- d) be responsible for supplying without delay all documents and information to the Contracting Authority which may be required under this Agreement, in particular in relation to the narrative reports, the requests for payment and the relevant management declaration and audit opinions from all Co-Delegates. Where information from the Co-Delegates is required, the Organisation shall be responsible for obtaining and consolidating this information before passing it on to the Contracting Authority. Any information given, as well as any request made by the Organisation to the Contracting Authority, shall be deemed to have been given in agreement with all Co-Delegates;
- e) inform the Contracting Authority of any event likely to affect or delay the implementation of the Action;
- f) inform the Contracting Authority as soon as the information is available, of any change in the legal, financial, technical, organisational or ownership situation of any of the Co-Delegates, as well as of any change in the name, address or legal representative of any of the Co-Delegates;
- g) be responsible in the event of monitoring and evaluations, as described in Article 10 of Annex II, for collecting and providing all the necessary documents;
- h) establish the payment requests in accordance with the Agreement;
- i) be the sole recipient, on behalf of all the Co-Delegates, of the payments of the Contracting Authority. The Organisation shall ensure that the appropriate payments are then made to the Co-Delegates without unjustified delay;
- j) where relevant, repay funds to the Contracting Authority in line with Article 15 of Annex II without prejudice to Article 6;
- k) not delegate any, or part of, the tasks listed above to the Co-Delegates or other entities.

Article 3: Obligations of the Co-delegates

The Co-Delegates shall:

- a) carry out the activities as assigned to each Co-Delegate in Annex I, taking all necessary and reasonable measures to ensure that the Action is carried out in accordance with the description of the Action in Annex I and the terms and conditions of this Agreement;
- b) ensure that the Organisation has or obtains the data needed to draw up the reports, financial statements and other information or documents required by this Agreement and the annexes thereto, including any information needed in the event of monitoring or evaluations, as described in Article 10 of Annex II, as well as the relevant management declarations and audit or control opinion referred to in Articles 3.10 to 3.12 of Annex II (this does not apply to those documents and Co-Delegates that fall within an arrangement with the European Commission to provide either of them annually);
- c) ensure that all information to be provided and requests made to the Contracting Authority are sent via the Organisation;
- d) agree with the Organisation upon appropriate internal arrangements for the internal coordination and representation of the Co-Delegates vis-a-vis the Contracting Authority for any matter concerning this Agreement, consistent with the provisions of this Agreement and in compliance with the applicable legislation(s);

- e) be responsible in the event of audits and checks, as described in Article 17 of Annex II for providing all the necessary documents, without prejudice to Article 5.

Article 4: Termination and suspension

4.1 Article 13 of Annex II is amended as follows:

- a) in the first paragraph of Article 13.1 of Annex II, “may terminate” shall be replaced by “may terminate or partially terminate” and the “the Organisation” shall be replaced by “a Delegatee”. In addition to Article 13.1 and in respect thereof, the Contracting Authority shall discuss prior to termination the possible reallocation of the tasks and responsibilities of the Delegatee which is terminated, in case of partial termination, among the remaining Delegatees, or on its possible replacement by a third party.
- b) In duly justified cases, the Organisation may propose to terminate the participation of a Co-Delegatee to this Agreement. For this purpose, the Organisation should communicate to the Contracting Authority the reasons for the proposed termination of its participation and the date on which it should take effect, as well as a proposal on the reallocation of the tasks and responsibilities of the Co-Delegatee whose participation is terminated, or on its possible replacement. The proposal should be sent in good time before the termination is due to take effect. If the Contracting Authority agrees, the Agreement should be amended accordingly in conformity with Article 11. If the Contracting Authority does not agree, either Party may terminate the Agreement in accordance with Article 13.3.

4.2 In the case of termination of the participation of a Delegatee in accordance with Article 4.1 a) or b), the final payment regarding the activities allocated to the Delegatee concerned shall be included in the next payment request following termination communicated to the Contracting Authority.

Article 5: Framework agreements and special arrangements

Where the Organisation and a Co-Delegatee have both concluded framework agreements with the European Commission, the framework agreement of each Delegatee shall apply for the purpose of this Agreement, except regarding obligations on reporting and payments, to which only the Organisation's framework agreement shall apply.

Article 6: Financial responsibility

Each Delegatee shall be financially responsible solely for the part of the Action to be implemented by it (including by its Contractors and Grant Beneficiaries), as set out in the Annex I, or for the activities assigned to it during the implementation of the Action in case these are not defined in the Annex I. The Contracting Authority shall recover any unduly paid or incorrectly used funds directly from the Organisation unless the Organisation can demonstrate that amounts to be recovered under this Agreement only relate to activities that have or should have been implemented by a Co-Delegatee in accordance with Annex I. In such case, the Contracting Authority will recover directly from the concerned defaulting Co-Delegatee.

Article 7: Dispute settlement

Where one of the Delegatees is an international organisation, Article 14.4.b of Annex II shall apply to the entire Agreement. In case a dispute does not concern all Delegatees, the dispute settlement mechanism foreseen in Article 14.4.b will apply between the Contracting Authority and the relevant Delegatee(s).