

Annex B: FELLOWSHIP AGREEMENT

Eastern Partnership Civil Society Facility

<Fellowship contract identification number>

GDSI Limited within the EU-funded project the **Eastern Partnership Civil Society Facility project**, (hereinafter called the “Fellowship Provider”),

And

<Name of fellow> who resides at <insert address>, Contacts: Email: ,skype:, Mobile:+, Landline. (hereinafter called the “Fellowship Recipient”)

agreed as follows:

Article 1: Subject of Agreement

- 1.1 This Agreement relates to the Fellowship awarded under the 2017 EaP Civil Society Fellowships Supporting Young Civil Society Leaders in Eastern Partnership Countries within the EU-financed project “**Eastern Partnership Civil Society Facility**” and implementation of the Action entitled <Action title>, hereinafter called “the Action”.
- 1.2 The Action Proposal (Annex 1), Action Budget (Annex 2) and Forms (Annex 3) constitute an integral part of this Agreement.
- 1.3 The Fellowship Recipient is exclusively responsible for carrying out the Action as set out in Annex 1.

Article 2: Implementation Period

- 2.1 The Agreement shall enter into force on the date of signature of this Agreement.
- 2.2 Implementation of the Action starts on....
- 2.3 The Action implementation period as laid down in Annex 1 is _____

Article 3: Action Implementation

- 3.1 The Fellowship Recipient:
 - 3.1.1 will implement the Action in accordance with the Action Proposal and Budget. The Fellowship Recipient will be responsible for the management and timely delivery of outputs specified in Annex 1.
 - 3.1.2 will report to the Fellowship Programme Coordinator (Annex 4).
 - 3.1.3 will implement this Action in a professional manner appropriate to the activities of this nature.
 - 3.1.4 will not engage in any action that could in any way prejudice the achievement of the aims and objectives of the Action.
 - 3.1.5 will not engage in any action that would represent the Fellowship Provider and European Union in an unfavourable light.
 - 3.1.6 will participate in a two-day orientation meeting in Tallinn from /date] to /date];
 - 3.1.7 shall timely provide the Fellowship Coordinator with a Final report.

- 3.1.8 [will conform to the regulations or customs in place within his/her host organisation concerning the implementation of his/her Action];
- 3.1.9 shall be responsible for carrying necessary insurance cover in respect of the implementation of this Agreement and shall not rely on any insurances held by the Fellowship Provider. These may include Third Party liability, travel and accident, professional indemnity, etc.
- 3.1.10 will inform the Fellowship Coordinator as soon as possible of all modifications relating to this Agreement, such as:
- Any circumstance likely to affect the performance or achievement of the Action;
 - Any modification relating to information having served as a basis for the award of the Fellowship;
- 3.1.11 shall participate in regular Fellow networking events and intake closure events, conference and formation of a Fellow alumni organisation;
- 3.1.12 shall allow the European Commission, the European Anti-Fraud Office, the European Court of Auditors and any external auditor carrying out verifications to verify, by examining the documents or by means of on-the-spot checks, the implementation of the Action and conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the Action. These inspections may take place up to 7 years after the final payment.
- 3.2 The Fellowship Recipient shall not be authorised:
- 3.2.1 to hold another fellowship or receive other income for the same activities described in the Action;
- 3.2.2 To delegate part or all of the implementation of the Action described in Annex 1 to a Third party.
- 3.3 All activities associated with this Action must be completed by the Fellowship Recipient within the time scale specified in Annex 1.

Article 4: Financing of the Action

- 4.1 The total amount of the fellowship for the implementation of the Action specified in Annex 1 is
- 4.2 The detailed budget is presented in Annex 2.
- 4.3 In addition to the financing of the action, the Fellowship Recipient is also entitled to benefit at no cost from the following activities financed by the Fellowship Provider:
- Two days of orientation meeting, including travel expenses, hotel accommodation and meals.
 - Visa costs (if required)
 - Travel insurance.
- 4.4 The payment of the Fellowship will be made within 4 weeks after the signature of the Agreement upon submission of the Payment Request (see Annex 3). The payment will be made to the Bank account specified in the Financial Identification form (Annex 3), signed by the Fellowship Recipient.
- 4.5 The Fellowship Recipient shall furnish all receipts and invoices to the Fellowship Provider for the purposes of financial control and audit under this fellowship agreement.

Article 5: Publicity and Confidentiality

- 5.1 Any communication, publication or dissemination, whatever the medium (including the Internet), concerning the state of progress of the Action, shall mention the Fellowship programme under which the Action was financed. It shall state that the author is solely responsible for the information communicated, published or disseminated and that it does not represent the opinion of the EU, and that the EU is not responsible for any use that might be made of data appearing therein.
- 5.2 Where the use of the European emblem is envisaged, prior approval shall be required from the Fellowship Provider. Standards, in particular with regard to graphics, in force within the Commission must be complied with.
- 5.3 Information obtained by the Fellowship Recipient during the Action's activities, irrespective of whether or not they are directly related to the Action being performed by the Fellowship Recipient, shall remain confidential between the parties to this agreement and shall not be divulged to a third party without the prior written agreement of the Fellowship Provider. The provisions of this paragraph shall survive the term of this engagement.

Article 6: Amendments

- 6.1 This Agreement, including its annexes, may be modified only in writing, by way of an amendment between the authorised/legal/statutory representative of the Fellowship Provider and the Fellowship Recipient. No verbal agreement may be binding on the parties for this purpose.
- 6.2 Any request for amendments must be received by the Fellowship Provider at least one month before the expiry of the duration of this Agreement. No amendments shall be made to the value of the Fellowship.

Article 7: Liability

- 7.1 The liability of the parties amongst themselves with regard to any losses, damages or injuries suffered in the context of the performance of this agreement shall be governed by the law indicated in Article 11 of this contract.
- 7.2 The Fellowship Provider cannot be held liable for acts or omissions of the Fellowship Recipient in performing this Agreement.
- 7.3 In the event of any action brought by a third party against the Fellowship Provider in connection with the implementation of the Agreement, the Fellowship Recipient shall be required to assist the Fellowship Provider.
- 7.4 In the event of any action brought by a third party against the Fellowship Recipient in connection with the implementation of this Agreement, the Fellowship Provider may, without prejudice to paragraph 1 of this Article, assist the latter upon written request. The costs incurred by the Fellowship Provider in this connection shall be borne by the Fellowship Recipient concerned.

Article 8: Termination of the agreement

- 8.1 If one of the parties of this Agreement believes that the Agreement can no longer be executed effectively or appropriately, it shall consult the other party. Failure to agree on a solution, may result in the termination of the Agreement by either party by serving two months' written notice.
- 8.2 Fellowship Recipient may request to terminate this Agreement for the reasons of ill health. Medical certificates maybe required in such cases.
- 8.3 The Fellowship Provider may terminate the Agreement, without giving notice and with the recovery of the Fellowship, where the Fellow:
- a) fails, without justification, to fulfil any of the obligations incumbent on him;
 - b) has been convicted of an offence concerning professional conduct by a judgement which has the force of res judicata or is guilty of grave professional misconduct proven by any justified means;
 - c) engages in any act of fraud or corruption or is involved in a criminal organisation or any other illegal activity detrimental to the EC's financial interests;
 - d) makes false or incomplete statements to obtain the Fellowship or provides reports that do not reflect reality.
- 8.4 The Fellowship Recipient who has made false declarations, has made substantial errors or committed irregularities and fraud, or has been found in serious breach of his/ her contractual obligations may be excluded from all Fellowship calls organised within this Eastern Partnership Civil Society Facility project.
- 8.5 The Fellowship Recipient may terminate implementation of all or part of the Action if circumstances (chiefly force majeure) make it too difficult or dangerous to continue. The Fellowship Recipient must inform the Fellowship Provider without delay and return provided fellowship support in full.
- The Fellowship Provider may request the Fellowship Recipient to terminate implementation of all or part of the Action if circumstances (chiefly force majeure) make it too difficult or dangerous to continue.
- 8.6 Force majeure shall mean any unforeseeable exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their contractual obligations, is not attributable to error or negligence on their part (or part of their subcontractors, agents or employees), and proves insurmountable in spite of all due diligence. Defects in equipment or material or delays in making them available, labour disputes, strikes or financial difficulties cannot be invoked as force majeure.
- 8.7 In the event of termination, the Fellowship Recipient shall be entitled to payment of the fellowship only for the part of the Action carried out, excluding costs connected with current commitments that would be implemented after the termination. For this purpose, the Fellowship Recipient shall produce a final report in accordance with Article 3.
- 8.8 However, in the event of wrongful termination of the Agreement by the Fellowship Recipient under Article 8.1 and in the cases specified in points c) and d) of Article 8.3, the Fellowship Provider may request full or partial repayment of the fellowship already paid, in proportion to the gravity of the failings in question and after allowing the Fellowship Recipient to submit his/her observations.

8.9 Prior to, or instead of, terminating the Agreement as provided for in this Article, the Fellowship Provider may suspend payment as a precautionary measure without prior notice.

Article 9: Recovery

9.1 The Fellowship Recipient undertakes to repay any amounts paid in excess of the final eligible amount due to the Fellowship Provider within 45 days of receiving a request to do so.

9.2 Should the Fellowship Recipient fail to make repayment within the deadline set by the Fellowship Provider, the Fellowship Provider may increase the amounts due by adding interest at the rate applied by the European Central Bank to its main refinancing transactions in euro on the first day of the month in which the time-limit expired, plus three and a half percentage points. The default interest shall be incurred over the time which elapses between the date of the payment deadline set by the Fellowship Provider (exclusive), and the date on which payment is actually made (inclusive). Any partial payments shall first cover the interest thus established.

9.3 Bank charges incurred by the repayment of amounts due to the Fellowship Provider shall be borne entirely by the Fellowship Recipient.

Article 10: Medical Condition

10.1 This Agreement is made on the condition, verbally confirmed by the Fellowship Recipient, that the Fellowship Recipient has no medical condition that can reasonably be anticipated to adversely affect the fulfilment of his specified duties over the time scale of the Agreement.

Article 11: Currency of Agreement

11.1 This Agreement shall be subject to Irish law and the jurisdiction of the Irish courts.

Signatures

For the Fellowship Recipient

Name

Title

Signature

Date

For the Fellowship Provider

Name

Title

Signature

Date

Annexes

Annex 1: Proposed Action

Annex 2: Proposed Action Budget

Annex 3: Forms — Legal Entities Form, Financial Identification Form, Request for Payment

Annex 4: Reporting arrangements