

**APPENDIX 6.1 – COMPLIANCE WITH GRANT
AGREEMENT**

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1. EU OWNERSHIP CONTROL

- 1.1 Contractor warrants that it is and for the duration of the Agreement shall remain a legal entity, which is
- (a) established, or is deemed as established, in a Member State of the European Union or a country which is considered part of the Overseas Countries and Territories of the EU (OCT), and is
 - (b) directly or indirectly controlled by Member States or by nationals of Member States.
- 1.2 Contractor acknowledges and agrees that it has truthfully filled out and signed the declaration attached to this Appendix 6.1.1 (~~Ownership Control Declaration~~Ownership Control Declaration) and that it will provide any supporting documentation as may be required by Purchaser or any other bodies as referred to in the Grant Agreement (cf. Article 9 pursuant to Clause 2 below), and that Purchaser shall be allowed to share such supporting documentation with such bodies.
- 1.3 Contractor shall in writing immediately inform Purchaser of any changes in its legal, financial, technical, organizational or ownership situation, and Purchaser shall be allowed to share such information with HaDEA.

2. PROVISIONS OF THE GRANT AGREEMENT

- 2.1 Contractor shall be subject to and comply with the provisions of the Grant Agreement set out in Appendix 6.1.2 (~~Applicable Provisions of the Grant Agreement~~Applicable Provisions of the Grant Agreement) (the **"GA-Provisions"**), insofar that
- (a) References to "beneficiaries" or "parties" shall be construed as a reference to Contractor;
 - (b) All obligations of the "beneficiaries" or "parties" that may be derived from the GA Provisions shall be deemed obligations of Contractor toward Purchaser under this Contract and/or relevant bodies as mentioned in the GA Provisions;
 - (c) Where time-limits commences on the date of final payment under the Grant Agreement, Purchaser shall on Contractor's request provide information of such date in writing;
 - (d) Any references to the reduction of the grant shall be construed as Contractor being liable to indemnify Purchaser for such reduction or loss;
 - (e) Re. Article 9: Contractor acknowledges and agrees that the bodies referred to in article 25 of the Grant Agreement shall be entitled to exercise their rights as set out therein or elsewhere in the provisions set out in Appendix 6.1.2 (~~Applicable Provisions of the Grant Agreement~~Applicable Provisions of the Grant Agreement);
 - (f) Re. Article 11: The reference to "Annex 1" shall be construed as a reference to the Contract;
 - (g) Re. Article 13: this Article shall apply in addition to the Clauses on confidentiality in the Master Terms;

- (h) Re. Article 17.2: Contractor shall use the EU emblem and funding statement when instructed by Purchaser. However, Contractor shall not make any public communication in relation to the Contract without prior approval by Purchaser;
- (i) Re. Article 20: The time-limit for record-keeping shall be 5 (five) years from Purchaser's receipt of the final payment under the Grant Agreement;
- (j) Re. Article 25: The time-limit for project reviews under article 25.1.2 shall be 5 (five) years from the date of final payment under the Grant Agreement;
- (k) The time-limit for audits under article 25.1.3 shall be 5 (five) years from the date of final payment under the Grant Agreement; and
- (l) The time-limit under article 25.5 shall be 5 (five) years from the date of final payment under the Grant Agreement.