

COPIE CONFORME A L'ORIGINAL

Agreement n°ASE/B7-3010/IB/97/0178

**FINANCING AGREEMENT**

*between*

**THE EUROPEAN COMMUNITY**

**and**

**THE ASEAN University Network**

« ASEAN-EU University Network Programme (AUNP). »



## **FINANCING AGREEMENT**

*The European Community, hereinafter referred to as "the Community", represented by the Commission of the European Communities, hereinafter referred to as "the Commission", represented in turn by the Vice President*

*of the one part, and*

*The ASEAN University Network, hereinafter referred to as "the Beneficiary", represented by the Chairman of the ASEAN University Network*

*of the other part,*

*Whereas the Cooperation between the European Community and Indonesia, Malaysia, Philippines, Singapore, Thailand, Brunei and Vietnam member countries of the ASEAN signatories of the Cooperation Agreement signed at Kuala Lumpur on 7 March 1980,<sup>1</sup> provides for financial and technical cooperation in the pursuit of its objectives;*

**HAVE AGREED AS FOLLOWS:**

**ARTICLE 1:            *FINANCING AGREEMENT, GENERAL TERMS AND  
CONDITIONS AND TECHNICAL AND ADMINISTRATIVE  
CONDITIONS.***

- 1. The project described in Article 2 shall be implemented in accordance with the Financing Agreement, the General Terms and Conditions set out in Annex 1 and the Technical and Administrative Conditions in Annex 2 which form an integral part of this Agreement.*
- 2. The Financing Agreement and the Technical and Administrative Conditions amend or supplement the General Terms and Conditions and, in the case of conflict, take precedence over the latter.*

---

<sup>1</sup> modified in 1985 and 1997 to take account of respectively, Brunei's and Vietnam's accession to ASEAN.

**ARTICLE 2: NATURE AND PURPOSE OF THE OPERATION**

*The Commission shall provide a grant to contribute to the financing of the project referred to below:*

*Project number: ASE/B7-3010/IB/97/0178*

*Title: ASEAN-EU University Network Programme (AUNP)*

*Hereinafter referred to as "the project" which is described in the Technical and Administrative Provisions in Annex2.*

**ARTICLE 3: THE COMMUNITY'S COMMITMENT**

*The total cost of the project is estimated to 7.767.500 euros (seven million seven hundred and sixty seven thousand five hundred euros)*

*Community financing shall be not more than 7.000.000 euros (seven million euros),*

*The Agreement shall run for 6 years*

*The Community's financial commitment shall remain valid for 18 months after the end of the agreement.*

**ARTICLE 4: THE BENEFICIARY'S COMMITMENT**

*The Beneficiary shall contribute not more than 767.500 euros (seven hundred and sixty seven thousand five hundred euros) to the project.*

*Where all or part of the Beneficiary's contribution is in kind it shall be specified in this present agreement.*

**ARTICLE 5: CORRESPONDENCE**

*Correspondence relating to the implementation of this Agreement should be marked with the number and title of the project and be sent to*

**(a) for the EUROPEAN COMMUNITY**

*Commission of the European Communities  
Directorate General for External Relations DGIB  
Rue de la Loi/Wetstraat 200  
1049 Brussels, Belgium  
Facsimile: 32.2.2991062*

(b) *for the BENEFICIARY*  
ASEAN University Network  
Office of the AUN Secretariat  
Ministry of University Affairs Building, 10<sup>th</sup> Floor  
Si Ayutthaya Road  
Bangkok 10400  
Thailand  
Facsimile: 66.2.2458289

**ARTICLE 6: ORIGINALS**

*This Agreement shall be drawn up in triplicate, two for the Commission and one for the Beneficiary, the three texts being equally authentic.*

**ARTICLE 7: ENTRY INTO FORCE**

*This Agreement shall enter into force on the date on which it is signed by the Parties. Any Party may rescind the Agreement by notifying the other Parties in writing. In that case, it shall continue to apply in respect of the obligations deriving from agreements or contracts concluded under this Agreement.*

**SIGNATURES**

*In witness whereof, the undersigned representatives, duly empowered to this effect, have signed this Agreement.*

Done at.....

(Date)

**FOR THE EUROPEAN COMMUNITY**

Done at..... **BANGKOK**

(Date)

**20 JAN 2000**

**FOR THE BENEFICIARY**



Annex 1: *General Conditions*

Annex 2: *Technical and Administrative Provisions*

## **ANNEX 1**

### **GENERAL TERMS AND CONDITIONS**

#### **TITLE I - PROJECT FINANCING**

##### **ARTICLE 1: THE COMMUNITY'S COMMITMENT**

The Community's commitment for the project, which is specified in the Financing Agreement, shall determine the level of the Community's contribution.

The Community's financial commitment must be implemented by the time limit specified for the project in the Financing Agreement.

##### **ARTICLE 2: THE BENEFICIARY'S COMMITMENT**

If the Financing Agreement stipulates that the implementation of the project requires the beneficiary to make a financial contribution, disbursement of the Community contribution shall be conditional on the Beneficiary's obligations being fulfilled.

##### **ARTICLE 3: COST OVERRUNS**

Cost overruns are incurred where, at the time the contract is awarded or the estimate for a project is drawn up, the amount of a contract or estimate exceeds the initial budget.

Cost overruns are also incurred where, in the course of implementation of a contract or estimate, as a result of an increase in the volume of work or change or adjustment to the project, taking into account the known or likely impact of price variations, the costs provided for in the contract or estimate, including contingency reserves, are likely to be exceeded.

Any cost overruns shall be borne by the Beneficiary.

##### **ARTICLE 4: COVERING COST OVERRUNS**

Once it appears that cost overruns are likely to be incurred, the Beneficiary shall inform the Commission and notify it of the measures which he intends to take in order to cover such cost overruns, either by reducing the scale of the project or calling on his own resources.

If the project cannot be scaled down or the overruns cannot be covered by the Beneficiary's own resources, the Commission may, exceptionally, at the Beneficiary's substantiated request, adopt an additional Community financing decision. If the request is approved, the relevant costs shall be financed, without prejudice to the relevant Community rules and procedures, by an additional contribution to be set by the Commission.

## **TITLE II - IMPLEMENTATION**

### **ARTICLE 5: GENERAL PRINCIPLE**

The project shall be implemented by the beneficiary in close collaboration with the Commission in accordance with the provisions of this Agreement.

### **ARTICLE 6: HEAD OF DELEGATION**

The Head of Delegation shall represent the Commission vis-à-vis the Beneficiary's government for the purposes of implementing this Agreement and in respect of the funds for which the Commission acts as authorising officer.

### **ARTICLE 7: DISBURSEMENT**

1. Where appropriate, the beneficiary shall authorise and validate any expenditure covered by this Agreement against appropriations committed by the Commission. The Beneficiary shall remain financially liable to the Commission until the Commission clears the operations for the execution of which the beneficiary is responsible.

2. For payments in currencies other than that of the Beneficiary's national currency the Commission shall make direct payment for services provided.

3. For payments in the Beneficiary's national currency at least two accounts must be opened in the sole name of the project:

- one account in euro or in the currency of a Member State of the Community;
- one account in the Beneficiary's national currency.

These accounts shall be opened in the Beneficiary's country with a commercial financial institution recognised by the Beneficiary and approved by the Commission.

4. The accounts referred to in paragraph 3 shall be replenished to meet actual cash requirements. Transfers shall be made in euros or, exceptionally, in the currency of a

Member State, and shall be converted into the Beneficiary's national currency as payments fall due at the exchange rate applying on the date of payment.

5. Interest on the deposits in the accounts referred to in paragraph 3 shall be used exclusively for the project. The interest, which should be entered under a separate heading in the accounts, and the charges on these accounts shall accrue to or be borne by the project. However, the Commission's prior approval is required before the interest can be used for the project.

6. At regular intervals, and, at least once every quarter, the Beneficiary shall send the Commission a statement of actual expenditure and revenue, together with supporting documents. These documents and all accounts shall be kept for five years following the last date of payment.

#### **ARTICLE 8: PAYMENT PROCEDURES**

1. Payments to contractors shall be made in euros, directly by the Commission, for contracts made out in euros. Payments for contracts in the Beneficiary's national currency shall be made in this currency.

2. Contracts signed under this Agreement shall be eligible for payment only if they have been concluded before the date of expiry of this Agreement. The last payment for such contracts must be effected no later than final date or financial commitments set in Article 3 of the present Agreement.

### **TITLE III - AWARD OF CONTRACTS**

#### **ARTICLE 9: GENERAL RULE**

Notwithstanding Articles 12 and 13, works and supply contracts shall be awarded after open invitations to tender and service contracts shall be awarded after restricted invitations to tender.

## **ARTICLE 10: ELIGIBILITY**

1. Tendering procedures for works, supply and service contracts shall be open on equal terms to all natural and legal persons in the Member States of the Community and to all national and legal persons in the Beneficiary country.
2. For jointly financed projects, the Commission, treating each case on its own merits, may agree to allow nationals of countries other than the partner countries concerned to bid for tenders and contracts. In such instances, firms from third countries shall be eligible only if there are reciprocal arrangements.

## **ARTICLE 11: EQUALITY OF CONDITIONS**

The Commission and the beneficiary shall take the necessary steps to ensure the widest possible participation on equal terms in tendering procedures and in works, supply and service contracts financed by the Community.

To this end they shall:

- ensure invitations to tender are published far enough ahead in the Official Journal of the European Communities and the official gazette of the Beneficiary's country;
- remove any discriminatory practice or technical specifications which could prevent wide participation, on equal terms, by any natural or legal person referred to in Article 10.

## **ARTICLE 12: WORKS AND SUPPLY CONTRACTS**

Works and supply contracts shall be awarded on the basis of the general terms and conditions applying to such contracts and approved by the Commission.

Exceptionally, in urgent cases or where the nature, small scale or particular features of certain work or supplies warrant, the Commission or the Beneficiary, with the Commission's agreement, may authorise:

- contracts to be awarded on an open invitation to tender restricted to tenderers from particular geographical areas;
- contracts to be awarded on restricted invitation to tender;
- contracts to be concluded by direct agreement;
- contracts to be performed by direct labour.

### **ARTICLE 13: TENDER DOSSIER**

1. For works and supply contracts, the beneficiary shall submit the tender dossiers for the Commission's approval before invitations to tender are issued. On the basis of the decisions approved, and in close collaboration with the Commission, the beneficiary shall issue invitations to tender, receive and assess tenders, and select the successful tenderer.
2. The Commission shall always be represented when tenders are opened. She has the right to be present, as an observer when the tenders are assessed.
3. The Beneficiary shall submit the results of the scrutiny of the tenders and the name of the proposed contractor to the Commission for approval. With the Commission's prior approval the beneficiary shall sign contracts, riders thereto and estimates and shall notify the Commission thereof. The Commission shall, if necessary, make individual commitments for contracts, riders thereto and estimates. Individual commitments shall take precedence over commitments under the Financing Agreement.

### **ARTICLE 14: SERVICE CONTRACTS**

1. As a general rule, service contracts shall be prepared, negotiated and concluded by the Commission on the beneficiary's behalf.
2. The Commission shall draw up, if necessary after prequalification, a short list of candidates on the basis of criteria which guarantee the qualifications, professional experience and independence of bidders, and their availability for the operation in question.
3. If express provision is made in the Agreement, the responsibilities referred to in paragraph 1 shall be delegated to the beneficiary with the Commission's approval and under a representative's supervision. In that case the general specifications for public service contracts financed by the European Community shall apply.

### **ARTICLE 15: PROCEDURES APPLYING TO LOCAL CONTRACTS**

The procedures for service, supply and works contracts in the Beneficiary country are set out in the Technical and Administrative Conditions to the Agreement (See annex tables numbers 1, 2 and 3).

### **ARTICLE 16: CRITERIA FOR THE SELECTION OF CONTRACTORS**

For each operation the Commission and the Beneficiary shall ensure that the tender selected is the economically most advantageous in terms of the price of the services provided, costs, technical value, qualifications and guarantees provided by tenderers, and

the type of the works or supplies and the conditions of performance. These criteria must be mentioned in the tender document and the notice of contract award.

#### **TITLE IV - PERFORMANCE OF THE CONTRACT**

##### **ARTICLE 17: ESTABLISHMENT AND RIGHT OF RESIDENCE**

Natural and legal persons participating in tendering and works, supply or service contracts shall be granted equal and provisional right of establishment and residence in the beneficiary's country where this is justified by the nature of the contract. This right shall remain valid for one month after the contractor is selected.

Contractors and natural persons and members of their family whose services are required for the contract shall enjoy similar rights for the duration of the contract up to one month following the final acceptance of work performed under the contract.

##### **ARTICLE 18: ORIGIN OF SUPPLIES**

The supplies required for the performance of works, supply and service contracts must originate in countries allowed to participate pursuant to Article 10, unless an exception is authorized by the Commission.

##### **ARTICLE 19: TAX AND CUSTOMS ARRANGEMENTS**

1. No tax, duties or other charges shall be financed from the Community's contribution.
2. In context of the cooperation, the Beneficiary government shall apply to contracts financed by the Community tax and customs arrangements no less favourable than those applied to the most-favoured State or most-favoured international organisation.

##### **ARTICLE 20: FOREIGN EXCHANGE ARRANGEMENTS**

The Beneficiary's government shall undertake to authorise the import or acquisition of foreign exchange required for implementation of the project. It shall also undertake to apply its national rules on foreign exchange on a non-discriminatory basis to the countries authorized to participate pursuant to Article 10.

## **ARTICLE 21: INTELLECTUAL PROPERTY**

If studies are financed under this Agreement the Commission and the beneficiary shall be entitled to use the data contained in such studies, and to publish it or pass it on to third parties.

## **ARTICLE 22: DISPUTES BETWEEN THE BENEFICIARY AND CONTRACTOR**

1. Without prejudice to paragraph 2 any disputes which arise between the beneficiary and a contractor from a Member state, during implementation of a contract financed by the Community shall be settled, at the free selection of the contractor, in accordance with the conciliation and arbitration rules of the International Chamber of Commerce in Paris.

2. The Beneficiary shall undertake to reach agreement with the Commission before a final position is taken on any request for compensation, irrespective of whether it is justified, from the contractor. If no agreement can be reached, the Commission shall not provide a financial commitment for any amounts granted unilaterally including those by the Beneficiary.

## **TITLE V - GENERAL AND FINAL PROVISIONS**

## **ARTICLE 23: VISIBILITY**

The project shall be implemented in such a way to ensure maximum visibility for the European Community's involvement at all times. Actions of communication and information shall be determined in close collaboration with the EC Delegation.

Special attention shall be devoted to implementing these rules at events in all public or official written material connected with the project. Objects, equipment and documentation connected with the project shall carry the European Community flag with the text in the language of the Beneficiary. The symbols identifying the European Community shall be of the same size and appearance as any symbols identifying the Beneficiary, should the latter be present.

## **ARTICLE 24: AUDITING OF ACCOUNTS**

1. The Commission shall have the right to send its own agents or authorized representatives to undertake any technical, accounting or financial assignments it may consider necessary to monitor the implementation of the project.

2. The Court of Auditors, in the accomplishment of its responsibilities under the Treaty establishing the European Community, shall have the right to undertake a full audit, if necessary, on the basis of supporting documents of accounts and accounting documents and any other documents relating to the financing of the project and on the spot.

3. The Beneficiary shall be notified if agents appointed by the Commission or the Court of Auditors are sent to the project site.

4. To this end the Beneficiary:

- shall undertake to provide any information or documents requested, and to take any measures to facilitate the work of persons undertaking such audits;
- shall keep the dossiers and accounts required to identify the work, supplies or services financed under this Agreement and the supporting documents relating to local expenditure in accordance with the best accounting practice;
- shall assist the Court of Auditors, in the accomplishment of its responsibilities under the Treaties establishing the European institutions, in auditing the project's accounts, if necessary, on the spot;
- shall ensure the Commission's representatives can inspect any accounting or other documents relating to projects financed under this Agreement and shall assist the Court of Auditors in monitoring the use made of Community funds.

## **ARTICLE 25: CONCILIATION**

1. Any matter relating to the implementation or interpretation of this Agreement shall give rise to consultation between the Beneficiary and the Commission. This procedure may, if necessary, lead to this Agreement being amended.

2. If any obligation under the Agreement is not met, the Commission may suspend financing after consulting the Beneficiary.

3. The Beneficiary may decide to withdraw wholly or partially from the project with the Commission's approval.

4. Any decision taken by the Commission to suspend financing or by the Beneficiary to withdraw totally or partially from a project shall be notified to all Parties in writing.

## **ARTICLE 26: ARBITRATION**

Any dispute between the Community and the Beneficiary, arising from the implementation of this Agreement which is not settled by common accord by the Parties

in due time, shall be settled by arbitration, in accordance with the Permanent Court of Arbitration's Optional Rules for Arbitration involving International Organisations and States (The Hague).

**ARTICLE 27:        NOTIFICATION - ADDRESSES**

Any communication or agreement between the Parties shall be recorded in writing giving the number and title of the project. This shall be sent by letter to the authorized addressee at the latter's address. In emergencies, communications by fax, telegram or telex shall be allowed provided they are immediately confirmed by letter. The addresses shall be set out in the Financing Agreement.

## ANNEX 2

### TECHNICAL AND ADMINISTRATIVE PROVISIONS

#### *ASEAN-EU University Network Programme (AUNP)*

## 1. OBJECTIVES

### 1.1 Overall

- to foster mutual understanding between the EU and ASEAN
- to facilitate EU-ASEAN co-operation through linkages in the field of higher education
- to strengthen the capacity of universities in South-east Asia through the transfer of European expertise and knowledge.

### 1.2 Specific

- to promote, through support to the ASEAN University Network (AUN) and to a range of networking activities, university partnerships within ASEAN and between ASEAN and European universities, through, inter alia, the convergence of approach to academic collaboration;
- to facilitate, through the provision of grants, joint projects of ASEAN and European universities, in order to initiate/strengthen co-ordinated and sustainable relations between higher education institutions (all referred to below as “universities”).

## 2. BENEFICIARIES

The Programme is open to all higher education institutions (recognised as such under national law) in the EU and the ASEAN countries which are signatories to the EC-ASEAN Co-operation Agreement.

## 3. DESCRIPTION OF ACTIVITIES SUPPORTED

In keeping with the objectives given above, the programme will provide support for two types of activities. These are **network initiatives** and **partnership projects**.

### 3.1 Network Initiatives

These initiatives are designed to bring EU and ASEAN universities together to share experiences and to transfer the benefits of EU experience in the field of university co-operation to ASEAN. There are three types of initiative.

### 3.1.1 Rectors conferences

Two rectors conferences (one every 2 years) will be organised during the programme by the Programme Management Office (PMO). The conferences will bring together ASEAN and EU university rectors (chancellors/presidents) to exchange information on experiences and to explore priority issues of mutual interest for the enhancement of ASEAN-EU co-operation in the field of higher education. The conferences will have detailed agenda and their findings will be widely publicised. The first conference will take place soon after programme start-up and its conclusions will be taken into account in the programme work-plan

### 3.1.2 Annual round table meetings

Four annual round tables on ASEAN-EU higher education co-operation issues will be organised during the programme by the PMO. The heads of international relations departments at EU and ASEAN universities and representatives of public authorities working in the field of higher education co-operation will attend these meetings.

The round table meetings will focus on, inter alia:

- the identification of obstacles to, and initiatives to encourage, EU-ASEAN university co-operation;
- the sharing of experiences and the improvement of academic co-operation;
- the promotion of existing academic partnerships and the identification of new fields and forms of co-operation likely to widen the scope of ASEAN-EU relations;
- the convergence of ASEAN and EU academic co-operation approaches and the alleviation of institutional constraints to this co-operation.

### 3.1.3 Technical Assistance to the ASEAN University Network

Four short-term technical assistance (TA) programmes will be carried out to the benefit of the ASEAN University Network (AUN) and its members in the participating ASEAN countries and in accordance with priorities and a work-plan agreed by the Steering Committee and the European Commission. As appropriate, such TA may include study visits to Europe and the organisation of workshops etc. Detailed Terms of Reference will be drawn up by the PMO. Teams of European experts recruited, contracted and paid by the European Commission will provide the TA.

The technical assistance will cover areas where European institutions and organisations have acquired significant experience in the facilitation of mutually beneficial academic collaboration which can usefully be shared with ASEAN counterparts (e.g.: credit transfer system, initiatives for student and lecturer mobility, initiatives promoting joint research, harmonisation of curricula etc). The TA can target both intra ASEAN co-operation and EU-ASEAN co-operation.

### **3.2 Partnership Projects**

Within the framework of the programme grants are made available to support co-operation projects proposed by groups of EU and ASEAN universities. In addition, grants can be made available to cover some of the costs of project preparation. Applications for project support and project preparation support will be made in response to calls for proposals, approved by the PAC and endorsed by the Commission. These will be published twice a year by the PMO and the European Commission.

#### **3.2.1 Support for Project Preparation**

Grants will be made available to potential beneficiaries to help them to carry out work associated with the preparation of project proposals for submission under the programme.

Programme support to the preparation of project proposals will not exceed 5,000 euros for each proposal. This represents at most 80% of the cost of the preparation work.

#### **3.2.2 Support for Projects**

The programme will make available grants (maximum 200.000 euros, representing at most 80% of project costs) for around 20 partnership projects, to be presented jointly by at least two ASEAN and two European universities, all from different countries. Each project should have a maximum duration of 2 years.

The longer-term objective of all projects will be the establishment of sustainable relationships and effective networking in the mutual interest of participating institutions.

Projects will focus on fields of study of demonstrable EU-ASEAN mutual interest (e.g. social and human sciences, basic sciences, engineering and technology, health, environment). Priority fields will be established by the PMO (and agreed by the Programme Steering Committee/endorsed by the Commission).

Each project will include at least 3 of the following components: (i) joint academic activities, (ii) curriculum development, (iii) development of course material, (iv) exchange of faculty, (v) PhD scholarships (1 or 2 years maximum), (vi) common applied-research, (vii) sharing of research output and (viii) publications.

### **4. DURATION**

The total duration of the programme will be 5 years, including time for setting up at its outset and winding up at its conclusion.

## **5. MANAGEMENT OF THE PROGRAMME**

### **5.1 Management of Funds**

Financial support for the programme (see **budget in annex**) is provided by the European Community and by ASEAN. The ASEAN contribution is managed by the ASEAN University Network (AUN), which is responsible for ensuring its availability and appropriate use (for budget articles C3, C4, C5, and C6).

The European Commission is responsible for ensuring the administration of the European Community funds in accordance with procedures designed to ensure appropriate financial control, and, in particular, for the appraisal and selection of proposals for financial support and the payment of subsidies.

Funds covered by budget articles A3 (Technical Assistance to AUN), B1 (Support for Project Preparation), and B2 (Support for Projects) will be managed directly by the Commission.

Funds relating to budget articles A1 (Rectors' Conferences), A2 (Round-table meetings), C1 (European Executing Agency Staff, programme administration and promotion), and C2 (European Executing Agency travel) will be administered on the European Commission's behalf, according to Commission rules and procedures, by a European Executing Agency, selected by the Commission through an open invitation to tender.

### **5.2 Programme Management Office**

The day-to-day technical administration of the AUNP will be carried out by a Programme Management Office (PMO), which will have its headquarters in Bangkok at premises provided by the AUN at Chulalongkorn University

The PMO in Bangkok will be staffed by a team of European experts from the European Executing Agency recruited by the European Commission in accordance with Commission procedures for such Technical Assistance Offices and by ASEAN experts recruited by the AUN. The PMO will be run by a European Co-Director and an ASEAN Co-Director. The PMO will have a Liaison Office in Brussels, to be staffed by an expert and support staff from the European Executing Agency.

The work of the PMO will involve, inter alia, publicising the programme, preparing work plans, organising conferences and round-table meetings, assisting the Commission in the preparation and issuing of calls for proposals, screening proposals prior to their appraisal for possible financial support by the European Commission, and monitoring of projects during their implementation.

The PMO will not be responsible for financial management, which will be carried out, in accordance with article 5.1 above, by the European Commission, the AUN, and the European Executing Agency. Expenditure of funds will be in keeping with financial work plans agreed by the European Commission (see article 6 below).

### **5.3 Programme Advisory Committee**

A Programme Advisory Committee (PAC) will be set up. The PAC will be composed of two representatives of the European Commission, the Director (or his/her representative) of the functional bureau of ASEAN, the chairman (or his/her representative) of the AUN Board of Trustees, the two Co-Directors of the programme (acting ex-officio). One or two members of the PMO team will also participate in the PAC as observers and will act in a secretarial capacity. The PAC will hold formal meetings, preferably twice a year, alternately in Brussels and in ASEAN. Within the framework of the PAC, members will not represent the interests of any higher education institutions in the ASEAN countries or EU Member States with which they may be linked.

Responsibilities of the PAC will include:

- giving guidance to the PMO on the implementation of the programme and monitoring its performance;
- monitoring the programme as a whole and making recommendations to the Commission and the AUN.

## **6. REPORTING**

The Programme Management Office will submit an inception work plan, a general work plan, and annual technical and financial work plans and six-monthly progress reports to PAC and the European Commission, as well as a final report and, at programme outset, a detailed manual of procedures.

## **7. COST AND FINANCING**

See table attached.

## 7. Costs and Financing

### ASEAN-EU University Network Programme

<u>Description</u>		EC Contrib.	euro ASEAN Contrib.	Total
<b>A. Network Initiatives</b>				
A1	Rectors' Conferences	400.000		400.000
A2	Round table meetings	400.000		400.000
A3	TA to AUN	200.000		200.000
		<b>1.000.000</b>		<b>1.000.000</b>
<b>B. Partnership Projects</b>				
B1	Support for Project Preparation	150.000		150.000
B2	Support for Projects	4.350.000		4.350.000
		<b>4.500.000</b>		<b>4.500.000</b>
<b>C. Management</b>				
C1	European Executing Agency Staff (note 1) and programme admin. and promotion	1.300.000		1.300.000
C2	European Executing Agency travel	60.000		60.000
C3	AUN Experts (note 2)		350.000	350.000
C4	AUN Experts travel		60.000	60.000
C5	ASEAN PMO Headquarters (note 3)		350.000	350.000
C6	Steering Committee meetings		7.500	7.500
		<b>1.360.000</b>	<b>767.500</b>	<b>2.127.500</b>
<b>D. Contingencies (note 4)</b>		<b>140.000</b>		<b>140.000</b>
<b>GRAND TOTAL</b>		<b>7.000.000</b>	<b>767.500</b>	<b>7.767.500</b>

**Note 1:** includes EU Co-Director (for Bangkok), two administrators (one for Bangkok and one for Brussel liaison office), plus, for Brussels liaison office, rental, equipment, office running costs (including communications) and support staff.

**Note 2:** ASEAN Co-Director, plus two administrators.

**Note 3:** office in Bangkok: covers rental, equipment, all office running costs (including communications), and support staff.

**Note 4:** to be used only with the prior written agreement of the European Commission.

## Appendix to Annex II- Procurement Policy Relex

### 1. SERVICE CONTRACTS CONCLUDED EXTERNALLY\* FOR A NON-MEMBER COUNTRY

Value of contract (x) (in EURO)	$x < 12000$	$12\ 000 < x < 70\ 000$	$70\ 000 < x < 137\ 000^{**}$
Eligibility	Community, recipient country	Community, recipient country	Community, recipient country
Procedure	Direct agreement	Principle: negotiated procedure Variant: standard-framework contract if duration less than 6 months	Principle: restricted invitation to tender with publication in local press Variant: standard framework contract if duration less than 6 months
Number of firms consulted or invited to tender	1 or more	Principle: minimum 3 Variant: framework contract	Principle: shortlist minimum of 5 firms. Variant: general contract if duration less than 6 months.
Approval of invitation to tender file	Contracting authority	Contracting authority with agreement of delegation	Contracting authority with agreement of delegation
Assessment of tenders	Contracting authority	Contract award committee with participation of delegation	Contract award committee with participation of delegation
Award decision	Contracting authority	Contracting authority with agreement of delegation	Contracting authority with agreement of delegation
Contract	Contract signed by contracting authority	Contract signed by contracting authority 2	Principle: contract signed by contracting authority

\* Delegation, Project management unit or beneficiary

\*\* 137 000 euros or more: contract concluded by headquarters.

## 2. SUPPLY CONTRACTS CONCLUDED LOCALLY FOR A NON-MEMBER COUNTRY

Value of contract (x in EURO)	x < 5 000	5 000 < x < 25 000	25 000 < x < 37 000	x > 137 000
Origin	No rules on origin	Community, recipient country, eligible countries*	Community, recipient country, eligible countries	Community, recipient country, eligible countries
Procedure	Direct contract	Direct contract	Principle: open invitation to tender – publication in local press. Variant (with prior agreement of headquarters): restricted invitation to tender	International invitation to tender – publication in OJ and local press
Number of firms consulted or invited to tender	1 or more	at least 3	Principle: open Variant: minimum of 5 firms, at least 2 from Community	Open
Dispatch of invitation to tender	/	/	File sent to delegation	File sent to delegation
Approval of invitation To tender file	/	/	Delegation	Commission approval required (headquarters)
Assessment of tenders	Contracting authority as per DG's manual of procedures	Contracting authority as per DG's manual of procedures	Assessment committee on which delegation is entitled to sit	Assessment committee with participation of delegation
Award decision	Contracting authority	Contracting authority	Delegation: if proposed contractor is lowest bidder and amount is not in excess of budget limits. Otherwise: headquarters	Headquarters
Contract	Order signed by contracting authority Copy and supporting documents filed	Contract signed by contracting authority Copy and supporting documents filed	Contract signed by contracting authority, then by contractor.	Contract signed by contracting authority endorsed by Commission (headquarters), then by contractor.

\* Eligible countries: MEDA Regulation, Article 8 (1): Mediterranean partners.  
ALA Regulation, Article 13: developing countries, case by case. Exceptionally, others.

### 3. WORKS CONTRACTS CONCLUDED LOCALLY FOR A NON-MEMBER COUNTRY

Value of contract (x in EURO)	$x < 100\,000$	$100\,000 < x < 500\,000$	$500\,000 < x < 5\,000\,000$	$x > 5\,000\,000$
Procedure	Direct contract	Restricted invitation to tender	Invitation to tender – publication in local press	International invitation to tender – publication in OJ and local press
Number of firms consulted or Invited to tender	at least 3	at least 5	Open	Open
Dispatch of invitation to tender file	/	/	File sent to delegation	File sent to delegation
Approval of invitation to tender file	/	/	Commission approval required (delegation).	Commission approval required (headquarters)
Assessment of tenders	Contracting authority as per DG's manual of procedures	Assessment committee on which delegation is entitled to sit	Assessment committee on which delegation is entitled to sit	Assessment committee with delegation participation
Award decision	Contracting authority	Contracting authority	Delegation: if proposed contractor is lowest bidder and amount is not in excess of budget limits. Otherwise: headquarters	Headquarters
Contract	Order signed by contracting authority Copy and supporting documents filed.	Contract signed by contracting authority Copy and supporting documents filed.	Contract signed by contracting authority, then by contractor	Contract signed by contracting authority, endorsed by Commission (headquarters), then by contractor.