



# Education, Audiovisual and Culture Executive Agency

## Tempus & Bilateral Cooperation with Industrialised Countries

Brussels, 12. 12. 2013  
Appfin (2013) 135062971  
File code: 2013-4526

РЕПУБЛИКА СРБИЈА  
ВИСОКА ПОСЛОВНО-ТЕХНИЧКА ШКОЛА  
СТРУКОВНИХ СТУДИЈА У УЗИЦУ  
БРОЈ: 4902  
19. 12. 2013  
УЖИЦЕ

Milutin DJURICIC  
VISOKA POSLOVNO TEHNICKA SKOLA  
STRUKOVNIH STUDIJA U UZICU  
TRG SVETOG SAVE 34,  
RS - 31000 UZICE

**Subject:** Project number: 544543-TEMPUS-1-2013-1-RS-TEMPUS-JPCR (2013 - 4526 / 001 - 001)

Dear Sir/Madam,

Thank you for returning the two signed copies of the above mentioned Grant Agreement to us. Please find enclosed your copy duly signed by the Agency.

In addition to your Grant Agreement, we have enclosed a declaration which may be used in order to apply for a VAT exemption when purchasing equipment or services in the framework of your project.

Please note that any further correspondence concerning your project should always quote your project number (mentioned in subject) and should be sent to the following address:

Education, Audiovisual and Culture Executive Agency (EACEA)  
Mr Klaus Haupt  
Head of Unit P10  
BOUR 02/17  
1, Avenue du Bourget  
1049 Brussels  
Belgium

For further information regarding the management of your project, you may also use the following e-mail: [EACEA-Tempus-Project-Management@ec.europa.eu](mailto:EACEA-Tempus-Project-Management@ec.europa.eu) or consult the "Guidelines for Use of the Grant" and the "Frequently asked questions" available on the Tempus website: <http://eacea.ec.europa.eu/tempus>.

Wishing you a successful project implementation,

Yours sincerely,



Klaus Haupt  
Head of Unit

Enc. Grant Agreement  
VAT exemption

Education, Audiovisual and Culture Executive Agency (EACEA) - Unit P10  
Office: BOUR 02/17 - B-1049 Brussels - Belgium  
Phone: (32-2)299.68.67 - Fax: (32-2) 299.45.30

[http://eacea.ec.europa.eu/tempus/index\\_en.php](http://eacea.ec.europa.eu/tempus/index_en.php)  
E-mail: [EACEA-Tempus-Project-Management@ec.europa.eu](mailto:EACEA-Tempus-Project-Management@ec.europa.eu)



Brussels, 12. 12. 2013

TO WHOM IT MAY CONCERN

The Education, Audiovisual and Culture Executive Agency, acting under powers delegated by the Commission of the European Union, confirms that the EU project 544543-TEMPUS-1-2013-1-RS-TEMPUS-JPCR

**Number of the Agreement:** 2013-4526

**Title:** "Modernization and harmonization of Tourism study programs in Serbia"

having as partners the following consortium members:

- VISOKA POSLOVNO TEHNIČKA ŠKOLA STRUKOVNIH STUDIJA U UŽICU (RS)
- CHAMBER OF ECONOMY OF VOJVODINA (RS)
- TECHNOLOGIKO EKPAIDEYTIKO IDRYMA PEIRAIA (GR)
- TOURIST ORGANISATION LESKOVAC (RS)
- TURISTIČKA ORGANIZACIJA REGIJE ZAPADNA SRBIJA (RS)
- UNIVERSITATEA DE ȘTIINȚE AGRICOLE ȘI MEDICINĂ VETERINARĂ (RO)
- UNIVERSITY OF GREENWICH (UK)
- UNIVERSITY OF KRAGUJEVAC (RS)
- UZICE REGIONAL CHAMBER OF COMMERCE (RS)
- VISOKA POSLOVNA ŠKOLA STRUKOVNIH STUDIJA , NOVI SAD (RS)
- VISOKA POSLOVNA ŠKOLA STRUKOVNIH STUDIJA U LESKOVCU (RS)

is awarded a grant in the framework of the Tempus Programme (Trans-European Cooperation Scheme for Higher Education).

Acquisition, delivery and installation of equipment and services provided for the above-mentioned consortium members in the Partner Countries are part of the EU Project 2013-4526.

Within the framework of a Tempus project all equipment purchased and the provision of services **in the Partner Countries** can be exempt from taxes (including VAT), duties and charges, if a Common Framework agreement (Financing agreement in the case of the Partner Countries in the Western Balkans) has been signed between the European Commission and **the Partner Country**.

The present certificate cannot be used to purchase equipment or services exempt from taxes (including VAT) within the European Union. However, equipment purchased within the EU with a view to being immediately exported to Partner Countries in the framework of the Tempus programme may be exempted from taxes (including VAT), duties and charges in accordance with the normal rules.



Klaus HAUPT  
Head of Unit

Education, Audiovisual and Culture Executive Agency



Tempus & Bilateral Cooperation with Industrialised Countries

**GRANT AGREEMENT FOR AN ACTION WITH MULTIPLE BENEFICIARIES**

**AGREEMENT NUMBER – 2013 - 4526 / 001 - 001**

**Project reference number - 544543-TEMPUS-1-2013-1-RS-TEMPUS-JPCR**

The **Education, Audiovisual and Culture Executive Agency** (hereinafter referred to as “the Agency”), acting under powers delegated by the European Commission (hereinafter referred to as “the Commission”) represented for the purposes of signature of this Agreement by Mr Klaus Haupt, Head of Unit P10 Tempus & Bilateral Cooperation with Industrialised Countries,

on the one part,

**and**

**VISOKA POSLOVNO TEHNICKA SKOLA STRUKOVNIH STUDIJA U UZICU**  
TRG SVETOG SAVE 34,

RS - 31000 UZICE,

hereinafter referred to as “the coordinator”, represented for the purposes of signature of this Agreement by **Ljubica DIKOVIC**, the legal representative,

and the beneficiaries : listed in Annex V

duly represented by the coordinator by virtue of the mandates included in Annex III for the signature of this Agreement, hereinafter referred to collectively as “the beneficiaries”, and individually as “beneficiary” for the purposes of this Agreement where a provision applies without distinction between the coordinator or another beneficiary,

on the other part,

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HAVE AGREED

to the Special Conditions (hereinafter referred to as "the Special Conditions") and the following Annexes:

- Annex I Description of the action
- Annex II Estimated budget of the action
- Annex III Mandates provided to the coordinator by the other beneficiaries
- Annex IV Technical implementation reports and financial statements to be submitted
- Annex V List of beneficiaries
- Annex VI General Conditions (hereinafter referred to as "the General Conditions")
- Annex VII Model financial statement: not applicable
- Annex VIII Guidance notes – Report of Factual Findings on the Final Financial Report – Type II
- Annex IX Model terms of reference for the operational verification report: not applicable

which form an integral part of this Agreement, hereinafter referred to as "the Agreement".

The terms set out in the Special Conditions shall take precedence over those set out in the Annexes.

The terms of Annex VI "General Conditions" shall take precedence over the other Annexes.

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## SPECIAL CONDITIONS

### ARTICLE I.1 – SUBJECT MATTER OF THE AGREEMENT

A European Union grant is awarded, under the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Agreement, for the action entitled **Modernization and harmonization of Tourism study programs in Serbia** ("the action") as described in Annex I.

With the signature of the Agreement, the beneficiaries accept the grant and agree to implement the action, acting on their own responsibility.

### ARTICLE I.2 – ENTRY INTO FORCE OF THE AGREEMENT AND DURATION OF THE ACTION

**I.2.1** The Agreement shall enter into force on the date on which the last party signs.

**I.2.2** The action shall run for *36 months* as of **01-12-2013** ("the starting date of the action") and shall end on **30-11-2016**.

### ARTICLE I.3 - MAXIMUM AMOUNT AND FORM OF THE GRANT

The grant shall be of a **maximum amount of EUR 636.821,97** and shall take the form of:

- (a) The reimbursement of 90,00% of the eligible costs of the action ("reimbursement of eligible costs"), which are estimated at EUR 707.582,97 and which are:**
  - (i) actually incurred ("reimbursement of actual costs") for the following categories of costs indicated in Annex II: Staff costs, Travel costs and Costs of stay, Equipment, Printing & Publishing and Other costs.**
- (b) Unit contribution: not applicable**
- (c) Lump sum contribution: not applicable**
- (d) A flat-rate contribution of 7% of the eligible direct costs ("flat-rate contribution") to cover the indirect costs.**

### ARTICLE I.4 – ADDITIONAL PROVISIONS ON REPORTING, PAYMENTS AND PAYMENT ARRANGEMENTS

#### I.4.1 Reporting periods, payments and additional supporting documents

In addition to the provisions set out in Articles II.23 and II.24 of the General Conditions, the following reporting and payment arrangements shall apply:

- Upon entry into force of the Agreement, a pre-financing payment of 60% of the maximum amount specified in Article I.3 shall be paid to the coordinator;

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***Further pre-financing payment***

- A second pre-financing payment of 30% of the maximum amount specified in Article I.3 shall be paid to the coordinator, subject to having used at least 70% of the previous pre-financing installment paid;

***Payment of the balance***

- Sole reporting period from **01-12-2013** to the end of the period set out in Article I.2.2: the balance shall be paid to the coordinator, subject to the receipt of the documents requested in Article II.23.2 (a) to (d) and subject to the receipt of the following documents :

***Other supporting documents***

The request for payment of the balance shall be accompanied by a certificate on the financial statements and underlying accounts ("Report of Factual Findings on the Final Financial Report – Type II") as set out in Annex VIII. By derogation to Article II.23.2 (d) of the General Conditions an audit certificate has to be provided in all cases independent from the amount indicated as total contribution in the form of reimbursement of actual costs as referred to in Article I.3 (a).

**I.4.2 Time limit for payments**

The time limit for the Agency to make payment of the balance is 60 days.

**I.4.3 Language of requests for payments, technical reports and financial statements**

All requests for payments, technical reports and financial statements shall be submitted in English, French or German, preferably in the language of this contract, indicating the number of the Agreement.

**ARTICLE I.5 – BANK ACCOUNT FOR PAYMENTS**

All payments shall be made to the coordinator's bank account, denominated in euro<sup>1</sup>, as indicated below:<sup>2</sup>

Name of bank: **NARODNA BANKA SRBIJE (NATIONAL BANK OF SERBIA-NBS)**

Address of branch: **17, NEMANJINA,  
RS - BEOGRAD**

Precise denomination of the account holder: **BUSINESS TECHNICAL COLLEGE OF  
VOCATIONAL STUDIES**

Full account number (including bank codes): **IBAN\_ONLY**

IBAN code<sup>3</sup>: **RS35908500100014604804**

<sup>1</sup> Except in the case of bank accounts in countries that do not accept euro transactions.

<sup>2</sup> As shown by the account identification document issued or certified by the bank concerned.

<sup>3</sup> BIC or SWIFT code applies to for countries where the IBAN code does not apply.

## **ARTICLE I.6 - DATA CONTROLLER AND COMMUNICATION DETAILS OF THE PARTIES**

### **I.6.1 Data controller**

The entity acting as a data controller according to Article II.6 of the General Conditions shall be the person who is representing the Agency for the purposes of the signature of this Agreement.

### **I.6.2 Communication details of the Agency**

Any communication addressed to the Agency shall be sent to the following address:

Education, Audiovisual and Culture Executive Agency  
Mr.Klaus Haupt  
Unit P10  
Office BOUR 02/17  
Avenue du Bourget, 1  
1049 Brussels  
BELGIUM

E-mail address: [EACEA-Tempus-Project-Management@ec.europa.eu](mailto:EACEA-Tempus-Project-Management@ec.europa.eu)

### **I.6.3 Communication details of the beneficiaries**

Any communication from the Agency to the beneficiaries shall be made via the co-ordinator and sent to the following address:

Milutin DJURICIC  
VISOKA POSLOVNO TEHNICKA SKOLA STRUKOVNIH STUDIJA U UZICU  
TRG SVETOG SAVE 34,  
RS - 31000 UZICE

Any changes of address by the co-ordinator shall be communicated in writing to the Agency.

## **ARTICLE I.7 – ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)**

In addition to the provisions of Article II.8.3 of the General Conditions, the beneficiaries shall warrant that the Agency and/or the European Union (hereinafter referred to as "the Union") has the right[s] to:

- (a) communicate the results of the action by any other types of communication not specified in the General Conditions;
- (b) edit or re-write in another way the results of the action, including shortening, summarising, modifying the content, correcting technical errors in the content;
- (c) cut, insert meta-data, legends or other graphic, visual, audio or word elements in the results of the action;
- (d) extract a part (e.g. audio or video files) of, divide into parts or compile the results of the action;
- (e) prepare derivative works of the results of the action;

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- (f) translate, insert subtitles in, dub the results of the action in all official languages of EU;
- (g) authorise or sub-licence the modes of exploitation set out above to third parties.

The Agency and/or the Union shall have the rights of use specified in the General Conditions and set out above for the whole duration of the industrial or intellectual property rights concerned.

#### **ARTICLE I.8 – SPECIAL PROVISIONS ON BUDGET TRANSFERS**

By way of derogation from the first subparagraph of Article II.22 of the General Conditions, the coordinator may, in agreement with the beneficiaries, when carrying out the action, adjust the estimated budget by transfers between categories of eligible direct costs, provided that this adjustment of expenditure does not affect the implementation of the action and the transfer between categories does not exceed 10% of the amount of each category of estimated eligible direct costs for which the transfer is intended, and without exceeding the total eligible costs indicated in Article I.3. (a). He shall inform the Agency in writing.

#### **ARTICLE I.9 – SETTLEMENT OF DISPUTES WITH NON EU BENEFICIARIES**

By way of derogation from Article II.18.2 of the General Conditions, where a beneficiary is legally established in a country other than a Member State of the European Union (the 'non EU beneficiary'), the Agency and/or the Union and/or the non EU beneficiary may bring before the Courts of Brussels any dispute between the Agency and/or the Union and the non EU beneficiary concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably. In such case where one party (i.e. the Agency, the Union or the non EU beneficiary) has brought proceedings before the Courts of Brussels concerning the interpretation, application or validity of the Agreement, the other party may not bring a claim arising from the interpretation, application or validity of the Agreement in any other court than the Courts of Brussels already seized.

#### **ARTICLE I.10 – OTHER SPECIAL CONDITIONS**

The following additional special conditions apply to this Agreement:

##### **I.10.1 Additional provisions on award of contracts and subcontracting and rules of origin**

In addition to the provisions set out in Article II.9 and Article II.10 of the General Conditions, where the value of a contract awarded in accordance with those Articles exceeds EUR 25.000, the beneficiaries shall obtain quotations from at least three suppliers and retain the one offering best value for money. The co-ordinator must clearly document the tendering procedure and retain the documentation in particular for audit purposes in accordance with Article II.27 of the General Conditions.

All supplies and materials purchased under this Grant Agreement shall comply with the rule of origin as set out in the basic acts and shall therefore originate from a Member State of the European Union or from an eligible country as defined in the following Regulations:

- Council Regulation (EC) No 1085/2006 establishing an Instrument for Pre-accession Assistance, 17 July 2006, cf. Art. 19<sup>4</sup>, for projects involving Tempus Partner Countries in the Western Balkans;

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<sup>4</sup> <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2006:210:0082:0093:EN:PDF>

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- Regulation (EC) No 1638/2006 of the European Parliament and of the Council laying down general provisions establishing a European Neighbourhood and Partnership Instrument, 24 October 2006, cf. Art. 21<sup>5</sup>, for projects involving Tempus Partner Countries in the Southern and Eastern neighbouring area and the Russian Federation;
- Regulation (EC) No 1905/2006 of the European Parliament and of the Council establishing a Financing Instrument for Development Cooperation, 18 December 2006, cf. Art. 31<sup>6</sup>, for projects involving Tempus Partner Countries in Central Asia.

For equipment of a unit cost on purchase of more than € 5.000, the Beneficiary(ies) must keep proof of origin with the invoice. The certificate of origin must be made out by the competent authorities of the country of origin of the supplies and must comply with the rules laid down by the relevant Union legislation.

### **I.10.2 Special provisions on the conversion of costs incurred in another currency into euro**

The co-ordinator shall submit the payment requests in accordance with Article I.4, including the underlying financial statements, in euros.

By way of derogation from Article II.23.4 of the General Conditions, any conversion into euro of actual costs incurred in other currencies shall be made by the beneficiary at the monthly accounting rate established by the Commission and published on its website ([http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/inforeuro/inforeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm)) applicable:

1. on the month of the first pre-financing for all costs incurred until the second pre-financing is received and
2. on the month of the second pre-financing for all costs incurred until the end of the project.

### **I.10.3 Publicity obligations**

- a) For the purpose of the application of Article II.7 of the General Conditions, relating to publicity, the beneficiaries shall use the logo and follow the instructions available on the following Internet website: [http://eacea.ec.europa.eu/tempus/beneficiaries/beneficiaries\\_tempus4\\_en.php](http://eacea.ec.europa.eu/tempus/beneficiaries/beneficiaries_tempus4_en.php)
- b) Obligations of the beneficiaries:

#### Information about the funding sources:

- The beneficiaries shall inform the public, press and media of the action (internet included); which must, in conformity with Article II.7 of the General Conditions, visibly indicate that "This project has been funded with the support of the European Union" as well as the graphic logos.
- The translation of the text can be found at the following Internet website address: [http://eacea.ec.europa.eu/tempus/beneficiaries/beneficiaries\\_tempus4\\_en.php](http://eacea.ec.europa.eu/tempus/beneficiaries/beneficiaries_tempus4_en.php)
- Where the action, or part of the action, is a publication the mention and graphic logos shall appear on the cover or the first pages following the editor's mention.
- Use of signs and posters: If the action includes events for the public, signs and posters related to this action shall be displayed. This shall include the logos mentioned under point a).
- Authorisation to use the logos described in point a) implies no right of exclusive use and is limited to this Agreement.

<sup>5</sup> <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2006:310:0001:0014:EN:PDF>

<sup>6</sup> <http://eur-lex.europa.eu/lex/LexUriServ/LexUriServ.do?uri=OJ:L:2006:378:0041:0071:EN:PDF>

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- If the action is co-financed, the importance given to the above-mentioned publicity must be in proportion with the level of Union financing.
- c) The Agency shall consider this publicity obligation, foreseen in Articles I.10.3 (a) and (b) above and II.7 of the General Conditions as a «substantial obligation» within the meaning of Article II.16.3.1 point c) of the General Conditions.

#### **I.10.4 Use of the Results**

In addition to Article I.7 and for the purpose of Article II.8 of the General Conditions, the use of the results of the action shall include – the right, for the Agency and/or the Commission, to request that the beneficiaries make the said results available to the public via the European Commission-supported information platform «EVE», available at the following Internet address: <http://ec.europa.eu/eve/>

#### **I.10.5 Cooperation obligation**

Considering that the Agency cooperates with some bodies for the management of the Tempus Programme, in particular with the National Tempus Offices (NTO), the beneficiaries shall provide these bodies with all the information relevant for the implementation of the tasks entrusted to them and shall grant access to their sites, premises and documents for any question relating to the action.

#### **I.10.6 Eligible costs**

In addition to Article II.19.2 of the General Conditions replacement costs for European Union academic staff and experts assigned to the action will be considered eligible, provided that the cost is an actual cost incurred by the co-ordinator and beneficiaries and that they comply with the provisions set out in the "Guidelines for use of the grant" published on the Tempus website<sup>7</sup>.

#### **I.10.7 Eligible costs for activities and related travel**

For the purpose of Article II.19 of the General Conditions, the guiding principle for activities and related travel is that it is carried out at the project beneficiaries listed in Annex V. Exceptions to this rule, if not set out in the "Guidelines for use of the grant" published on the Tempus website, are subject to prior written authorisation by the Agency.

#### **I.10.8 Salary costs of personnel of public administrations or governmental organisations**

By derogation to Article II.19.2 of the General Conditions salary costs of personnel of public administrations (Ministries, other national, regional and local administrations) or governmental organisations are not eligible.

#### **I.10.9 Depreciation**

By derogation to Article II.19.2 of the General Conditions, and considering the particular nature of the Tempus programme, the total purchase cost of the equipment will be taken into account by the Agency rather than the equipment's depreciation corresponding to the duration of the action and the rate of actual use for the purposes of the action.

#### **I.10.10 Ineligible costs**

In addition to Article II.19.4 of the General Conditions, the following costs are ineligible:

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<sup>7</sup> [http://eacea.ec.europa.eu/tempus/beneficiaries/beneficiaries\\_tempus4\\_en.php](http://eacea.ec.europa.eu/tempus/beneficiaries/beneficiaries_tempus4_en.php)

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- equipment such as: furniture, motor vehicles of any kind, equipment for research and development purposes, telephones, mobile phones, alarm systems and anti-theft systems;
- hospitality costs;
- costs related to the use of materials (computer, laboratory, library, etc.) incurred by universities, institutions, industries or companies when hosting staff;
- registration fees for courses, seminars, symposia, conferences, congresses;
- costs of premises (purchase, rent, heating, maintenance, repairs etc.). Renting of premises is only possible for specific dissemination events with prior written approval from the Agency;
- costs linked to the purchase of real estate;
- expenses for activities - and related travel - that are not carried out on the premises of the project beneficiaries (see Annex V), unless listed as an eligible activity in these guidelines or explicit prior authorisation has been granted by the Agency;
- expenses incurred outside the eligibility period.
- contributions in kind.

### **I.10.11 Beneficiaries which are international organisations**

#### ***I.10.11.1 Dispute settlement - Arbitration***

As it results from the preamble of this Agreement the latter was concluded with an International Organisation, hereinafter referred to as "the IO". As far as this IO is concerned the following shall apply:

- (a) By way of derogation from Article II.18 of the General Conditions, any dispute between the Agency and the IO relating to the Agreement, which cannot be settled amicably shall be referred to an arbitration committee in accordance with the procedure specified in points (b) to (g).
- (b) When notifying the other party of its intention to resort to arbitration, the notifying party shall also inform the other party about its appointed arbitrator. The second party shall appoint its arbitrator within one month of receipt of that written notification. The two arbitrators shall, by joint agreement and within three months of the appointment of the second party's arbitrator, appoint a third arbitrator who shall be the chairman of the arbitration committee, unless both parties agreed to have a sole arbitrator.
- (c) Within one month of the appointment of the third arbitrator, the parties shall agree on the terms of reference of the arbitration committee, including the procedure to be followed.
- (d) The arbitration proceedings shall take place in Brussels.
- (e) The arbitration committee shall apply the terms of the Agreement. The arbitration committee shall set out in its arbitral award detailed grounds for its decision.
- (f) The arbitral award shall be final and binding upon the parties, which hereby expressly agree to renounce any form of appeal or revision.
- (g) The costs, including all reasonable fees incurred by the parties related to any arbitration, shall be apportioned between the parties by the arbitration committee.

#### ***I.10.11.2 Certificates on the financial statements***

Certificates on the financial statements to be provided by the IO in accordance with Articles II.23.2 and II.20.5 of the General Conditions may be established by its regular internal or external auditor, in accordance with its internal financial regulations and procedures.

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**I.10.11.3 Checks and audits**

The competent bodies of the Union shall address any requests for checks or audits pursuant to the provisions of Article II.27 of the General Conditions to the Director General of the IO.

The IO shall make available to the competent bodies of the Union, upon request, all relevant financial information, including statements of accounts concerning the action, where it implements the action or where a subcontractor takes part in the action.

**I.10.11.4 Privileges and immunities**

Nothing in the Agreement shall be interpreted as a waiver of any privileges or immunities which are accorded to the IO its constituent documents or international law.

SIGNATURES

For the coordinator  
Ljubica DIKOVIC  
Function: *DIRECTOR*



[signature] *L. Dikovic*  
Done at [place], [date]

*Београд, 3. 12. 2013.*

For the Agency  
Klaus HAUPT  
Head of Unit

[signature] *[Handwritten signature]*  
Done at Brussels, [date]

*11/12/2013*

In duplicate in English

*L. D.*