



**EUROPEAN COMMISSION**  
DIRECTORATE-GENERAL FOR EMPLOYMENT, SOCIAL AFFAIRS AND INCLUSION  
Labour Mobility  
Free Movement of Workers, EURES



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

### **AGREEMENT NUMBER — VS/2018/0473**

This Agreement ('the Agreement') is concluded between the following parties:

of the one part,

The European Union ('the Union'), represented by the European Commission ('the Commission'), represented for the purposes of signature of the Agreement by Denis GENTON, Head of Unit, Free Movement of Workers, EURES,

and

of the other part,

1. 'the coordinator'

AGENZIA NAZIONALE PER LE POLITICHE ATTIVE DEL LAVORO (ANPAL)

VIA FORNOVO N 8, 00192 ROMA, ITALY,

represented for the purposes of signature of the Agreement by Salvatore PIRRONE, Director,  
Unit V – EURES NCO

and the following other beneficiaries:

2. The Republic of Bulgaria, represented by National Employment Agency
3. The Republic of Cyprus, represented by Ministry of Labor, Welfare and Social Insurance
4. UNIVERSITA DEGLI STUDI DI ROMA LA SAPIENZA (ITALY)
5. INSTITUTO DO EMPREGO E FORMACAO PROFISSIONAL (PORTUGAL)
6. FONDAZIONE GIACOMO BRODOLINI (ITALY)
7. UITVOERINGSINSTITUUT WERKNEMERSVERZEKERINGEN (NETHERLANDS)
8. EURODESK ITALY ASSOCIAZIONI (ITALY)
9. HRVATSKI ZAVOD ZA ZAPOSJAVANJE (CROATIA)

10. AGENTIA NATIONALA PENTRU OCUPAREA FORTEI DE MUNCA (ROMANIA)

11. SERVICIO PUBLICO DE EMPLEO ESTATAL (SPAIN)

12. CITTA' METROPOLITANA DI ROMA CAPITALE (ITALY)

13. K MILIOS AND SIA OE (GREECE)

duly represented for the signature of the Agreement by the coordinator by virtue of the mandate(s) included in Annex IV.

Unless otherwise specified, references to 'beneficiary' and 'beneficiaries' include the coordinator.

The parties referred to above



HAVE AGREED

to the Special Conditions ('the Special Conditions') and the following Annexes:

- Annex I Description of the action
- Annex II General Conditions ('the General Conditions')
- Annex III Estimated budget of the action
- Annex IV Mandate(s) provided to the coordinator by the other beneficiary(ies)
- Annex V Model technical report
- Annex VI Model financial statement: not applicable
- Annex VII Model terms of reference for the certificate on the financial statements: not applicable
- Annex VIII Model terms of reference for the certificate on the compliance of the cost accounting practices: not applicable

which form an integral part of the Agreement.

The provisions in the Special Conditions of the Agreement take precedence over its Annexes.

The provisions in Annex II 'General Conditions' take precedence over the other Annexes.



**SPECIAL CONDITIONS**

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**ARTICLE I.1 — SUBJECT MATTER OF THE AGREEMENT**

The Commission has decided to award a grant 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 **TMS Your first EURES job – YfEj 6.0**, as described in Annex I.

By signing the Agreement, the beneficiaries accept the grant and agree to implement the *action*, acting on their own responsibility.

**ARTICLE I.2 — ENTRY INTO FORCE AND IMPLEMENTATION PERIOD OF THE AGREEMENT**

**I.2.1** The Agreement enters into force on the date on which the last party signs it.

**I.2.2** The *action* runs for **24** months starting on 15 October 2018.

**ARTICLE I.3 — MAXIMUM AMOUNT AND FORM OF THE GRANT**

**I.3.1** The *maximum amount of the grant* is EUR 4 643 199.84.

**I.3.2** The grant takes the form of:

- (a) the reimbursement of 94.99% of the eligible costs of the *action* ('reimbursement of eligible costs'), which are estimated at EUR 4 888 117.94 and which are:
  - (i) actually incurred ('reimbursement of actual costs') for the direct costs of the beneficiaries and affiliated entities
  - (ii) reimbursement of unit costs: not applicable
  - (iii) reimbursement of lump sum costs: not applicable
  - (iv) declared on the basis of a flat rate of 7% of the eligible direct costs ('reimbursement of flat-rate costs') for the indirect costs of the beneficiaries and affiliated entities
  - (v) reimbursement of costs declared on the basis of the beneficiaries' usual cost accounting practices: not applicable
- (b) unit contribution: not applicable
- (c) lump sum contribution: not applicable
- (d) flat-rate contribution: not applicable

**ARTICLE I.4 — REPORTING — REQUESTS FOR PAYMENT AND SUPPORTING DOCUMENTS****I.4.1 Reporting periods**

The *action* is divided into the following *reporting periods*:

- Reporting period 1: from month 1 to month 12

- Reporting period 2: from month 13 to month 24

#### **I.4.2 Request for second pre-financing payment and supporting documents**

The coordinator must submit a request for the second pre-financing payment within 60 calendar days following the end of the first reporting period.

The request must be accompanied by the following documents:

- (a) a progress report on the implementation of the *action* ('technical report on progress');
- (b) a statement on the amount of the previous pre-financing instalment used to cover costs of the *action* ('statement on the use of the previous pre-financing instalment').

#### **I.4.3 Requests for interim payments and supporting documents**

Not applicable.

#### **I.4.4 Request for payment of the balance and supporting documents**

The coordinator must submit a request for payment of the balance within 60 calendar days following the end of the last reporting period.

This request must be accompanied by the following documents:

- (a) a final report on implementation of the *action* ('final technical report'), drawn up in accordance with Annex V, containing:
  - (i) the information needed to justify the eligible costs declared or the contribution requested on the basis of unit costs and lump sums (where the grant takes the form of the reimbursement of unit or lump sum costs or of a unit or lump sum contribution, as provided for in Article I.3.2(a)(ii) and (iii), (b) or (c));
  - (ii) information on subcontracting as referred to in Article II.11.1(d);
- (b) a final financial statement ('final financial statement'). The final financial statement must include a consolidated statement and a breakdown of the amounts claimed by each beneficiary and its affiliated entities.

The final financial statement must be drawn up in accordance with the structure of the estimated budget set out in Annex III and detail the amounts for each of the forms of grant set out in Article I.3.2 for the last reporting period;

- (c) a summary financial statement ('summary financial statement').

This statement must include a consolidated financial statement and a breakdown of the amounts declared or requested by each beneficiary and its affiliated entities, aggregating the financial statements already submitted previously and indicating the receipts referred to in Article II.25.3 for each beneficiary and its affiliated entities;

- (d) a certificate on the financial statements and underlying accounts ('certificate on the financial statements') for each beneficiary and for each affiliated entity, if:

- (i) the cumulative amount of payments the beneficiary requests as reimbursement of actual costs as referred to in Article I.3.2(a)(i) (and for which no certificate has yet been submitted) is EUR 325 000 or more;
- (ii) the maximum grant amount indicated for that beneficiary and its affiliated entities in the estimated budget as reimbursement of actual costs is EUR 750 000 or more.

This certificate must be produced by an approved auditor or, in the case of public bodies, by a competent and independent public officer and drawn up in accordance with Annex VII.

The certificate must certify that the costs declared in the final financial statement by the beneficiary concerned or its affiliated entities for the categories of costs reimbursed in accordance with Article I.3.2(a)(i) are real, accurately recorded and eligible in accordance with the Agreement.

In addition, the certificate must certify that all the receipts referred to in Article II.25.3 have been declared.

The coordinator must certify that the information provided in the request for payment of the balance is full, reliable and true.

The coordinator must also certify that the costs incurred can be considered eligible in accordance with the Agreement and that the request for payment is substantiated by adequate supporting documents that can be produced in the context of the checks or audits described in Article II.27.

In addition, the coordinator must certify that all the receipts referred to in Article II.25.3 have been declared.

#### **I.4.5 Information on cumulative expenditure incurred**

Not applicable.

#### **I.4.6 Currency for requests for payment and financial statements and conversion into euros**

Requests for payment and financial statements must be drafted in euros.

Beneficiaries and affiliated entities with general accounts in a currency other than the euro must convert costs incurred in another currency into euros at the average of the daily exchange rates published in the C series of the *Official Journal of the European Union*, determined over the corresponding reporting period (available at <http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>).

If no daily euro exchange rate is published in the *Official Journal of the European Union* for the currency in question, conversion must be made at the average of the monthly accounting rates 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)), determined over the corresponding reporting period.



Beneficiaries and affiliated entities with general accounts in euros must convert costs incurred in another currency into euros in accordance with their usual accounting practices.

#### **I.4.7 Language of requests for payments, technical reports and financial statements**

All requests for payments, technical reports and financial statements must be submitted in English.

### **ARTICLE I.5 — PAYMENTS AND PAYMENT ARRANGEMENTS**

#### **I.5.1 Payments to be made**

The Commission must make the following payments to the coordinator:

- a first pre-financing payment;
- a second pre-financing payment, on the basis of the request for the second pre-financing payment referred to in Article I.4.2;
- one payment of the balance, on the basis of the request for payment of the balance referred to in Article I.4.4.

#### **I.5.2 Pre-financing payments**

The aim of the pre-financing is to provide the beneficiaries with a float. The pre-financing remains the property of the Union until it is cleared against interim payments or, if it is not cleared against interim payments, until the payment of the balance.

The Commission must make a first pre-financing payment of EUR 1 857 279.94 to the coordinator within 30 calendar days from the entry into force of the Agreement, except if Article II.24.1 applies.

The Commission must make a second pre-financing payment of EUR 1 857 279.94 to the coordinator within 60 calendar days from when the Commission receives the request for second pre-financing payment referred to in Article I.4.2, except if Article II.24.1 or II.24.2 apply.

If the statement on the use of the previous pre-financing instalment submitted in accordance with Article I.4.2 shows that less than 70% of the previous pre-financing instalment paid has been used to cover costs of the *action*, the amount of the new pre-financing to be paid must be reduced by the difference between the 70% ceiling and the amount used.

#### **I.5.3 Interim payments**

Not applicable.

#### **I.5.4 Payment of the balance**

The payment of the balance reimburses or covers the remaining part of the eligible costs incurred by the beneficiaries for the implementation of the *action*.



If the total amount of earlier payments is greater than the final amount of the grant determined in accordance with Article II.25, the payment of the balance takes the form of a recovery as provided for by Article II.26.

If the total amount of earlier payments is lower than the final amount of the grant determined in accordance with Article II.25, the Commission must pay the balance within 90 calendar days from when it receives the documents referred to in Article I.4.4, except if Articles II.24.1 or II.24.2 apply.

Payment is subject to the approval of the request for payment of the balance and of the accompanying documents. Their approval does not imply recognition of the compliance, authenticity, completeness or correctness of their content.

The Commission determines the amount due as the balance by deducting the total amount of pre-financing and interim payments (if any) already made from the final amount of the grant determined in accordance with Article II.25.

The amount to be paid may, however, be offset, without the beneficiary's consent, against any other amount owed by the beneficiary to the Commission or to an executive agency (under the EU or Euratom budget), up to the maximum contribution indicated for that beneficiary, in the estimated budget in Annex III.

#### **I.5.5 Notification of amounts due**

The Commission must send a *formal notification* to the coordinator:

- (a) informing it of the amount due; and
- (b) specifying whether the notification concerns a further pre-financing payment, an interim payment or the payment of the balance.

For the payment of the balance, the Commission must also specify the final amount of the grant determined in accordance with Article II.25.

#### **I.5.6 Interest on late payment**

If the Commission does not pay within the time limits for payment, the beneficiaries are entitled to late-payment interest at the rate applied by the European Central Bank for its main refinancing operations in euros ('the reference rate'), plus three and a half points. The reference rate is the rate in force on the first day of the month in which the time limit for payment expires, as published in the C series of the *Official Journal of the European Union*.

Late-payment interest is not due if all beneficiaries are Member States of the Union (including regional and local government authorities and other public bodies acting in the name of and on behalf of the Member State for the purpose of the Agreement).

If the Commission suspends the time limit for payment as provided for in Article II.24.2 or if it suspends an actual payment as provided for in Article II.24.1, these actions may not be considered as cases of late payment.

Late-payment interest covers the period running from the day following the due date for payment, up to and including the date of actual payment as established in Article I.5.8. The

Commission does not consider payable interest when determining the final amount of the grant within the meaning of Article II.25.

As an exception to the first subparagraph, if the calculated interest is lower than or equal to EUR 200, it must be paid to the coordinator only if the coordinator requests it within two months of receiving late payment.

#### **I.5.7 Currency for payments**

The Commission must make payments in euros.

#### **I.5.8 Date of payment**

Payments by the Commission are considered to have been carried out on the date when they are debited to its account.

#### **I.5.9 Costs of payment transfers**

Costs of the payment transfers are borne as follows:

- (a) the Commission bears the costs of transfer charged by its bank;
- (b) the beneficiary bears the costs of transfer charged by its bank;
- (c) the party causing a repetition of a transfer bears all costs of repeated transfers.

#### **I.5.10 Payments to the coordinator**

The Commission must make payments to the coordinator.

Payments to the coordinator discharge the Commission from its payment obligation.

### **ARTICLE I.6 — BANK ACCOUNT FOR PAYMENTS**

All payments must be made to the coordinator's bank account as indicated below:

Name of bank: BANCA D'ITALIA

Account name: MIN ECONOMIA FINANZE FONDO ROTAZIONATTUAZIONE  
POLITICHE COMUNITARIE

IBAN code: IT07E0100003245350200023211

### **ARTICLE I.7 — DATA CONTROLLER, COMMUNICATION DETAILS OF THE PARTIES**

#### **I.7.1 Data controller**

The entity acting as a data controller as provided for in Article II.7 is the Head of Unit of DG Employment, Social Affairs and Inclusion — Employment, Programme Management and Implementation.

### **I.7.2 Communication details of the Commission**

Any communication addressed to the Commission must be sent to the following address:

European Commission  
DG Employment, Social Affairs and Inclusion  
CAD - J27  
B-1049 Brussels, Belgium  
Email address: empl-vp-2018-009@ec.europa.eu

### **I.7.3 Communication details of the beneficiaries**

Any communication from the Commission to the beneficiaries must be sent to the following address:

Mr Salvatore PIRRONE, Director

Unit V - EURES NCO

AGENZIA NAZIONALE PER LE POLITICHE ATTIVE DEL LAVORO

VIA FORNOVO N 8

00192 ROMA

ITALY

Email address: direzione.generale@anpal.gov.it

### **ARTICLE I.8 — ENTITIES AFFILIATED TO THE BENEFICIARIES**

The following entities are considered as affiliated entities for the purpose of the Agreement:

- Anpal Servizi, affiliated to the coordinator;
- Capitale lavoro, affiliated to CITTA' METROPOLITANA DI ROMA CAPITALE.

### **ARTICLE I.9 — ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)**

In accordance with Article II.9.3, whereby the Union acquires rights to use the results of the *action*, these results may be exploited using any of the following modes:

- (a) distribution to the public in hard copies, in electronic or digital format, on the internet including social networks as a downloadable or non-downloadable file;
- (b) communication through press information services;
- (c) inclusion in widely accessible databases or indexes, such as via 'open access' or 'open data' portals, or similar repositories, whether freely accessible or accessible only upon subscription;
- (d) edit or re-write the results of the *action*, including shortening, summarising, modifying the content, correcting technical errors in the content;

- (e) cut, insert meta-data, legends or other graphics, visual, audio or word elements in the results of the *action*;
- (f) extract a part (e.g. audio or video files) of, divide into parts or compile the results of the *action*;
- (g) prepare derivative works of the results of the *action*;
- (h) translate, insert subtitles in, dub the results of the *action* in languages used within the EU or languages of candidate countries;
- (i) license or sub-license to third parties, including if there are licensed pre-existing rights, any of the rights or modes of exploitation set out Article II.9.3 of the General Conditions and in the points above.

The beneficiaries must ensure that the Union has the rights of use specified in the General Conditions and in the points above for the whole duration of the industrial or intellectual property rights concerned.

#### **ARTICLE I.10 — OBLIGATION TO CONCLUDE AN INTERNAL COOPERATION AGREEMENT**

The beneficiaries must conclude an internal cooperation agreement including provisions on the management, operation and coordination of the beneficiaries and the implementation of the *action*.

#### **ARTICLE I.11 — SPECIAL PROVISIONS ON THE FINANCIAL RESPONSIBILITY FOR RECOVERIES**

The financial responsibility of each beneficiary is limited to its own debt, including any amount unduly paid by the Commission as a contribution towards the costs incurred by its affiliated entities.

Point (c) of the third paragraph of Article II.26.3 does not apply.

#### **ARTICLE I.12 — SETTLEMENT OF DISPUTES WITH NON-EU BENEFICIARIES**

Not applicable.

#### **ARTICLE I.13 — BENEFICIARIES WHICH ARE INTERNATIONAL ORGANISATIONS**

Not applicable.


#### **ARTICLE I.14 — OTHER SPECIAL CONDITIONS**

Not applicable.

SIGNATURES

For the coordinator

Salvatore PIRRONE,  
Director

Signature 

Done at Rome.....

on 14-12-2018 (date)

For the Commission

Denis GENTON,  
Head of Unit

Signature 

Done at Brussels

on 18/12/2018 (date)





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## PART A — LEGAL AND ADMINISTRATIVE PROVISIONS

### ARTICLE II.1 — DEFINITIONS

The following definitions apply for the purpose of the Agreement:

**‘Action’**: the set of activities or the project for which the grant is awarded, to be implemented by the beneficiaries as described in Annex I.

**‘Confidential information or document’**: any information or document (in any format) received by either party from the other or accessed by either party in the context of the implementation of the Agreement that any of the parties has identified in writing as confidential. It does not include information that is publicly available.

**‘Conflict of interests’**: a situation where the impartial and objective implementation of the Agreement by a beneficiary is compromised for reasons involving family, emotional life, political or national affinity, economic interest, or any other shared interest with the Commission or any third party related to the subject matter of the Agreement.

**‘Direct costs’**: those specific costs which are directly linked to the implementation of the action and can therefore be attributed directly to it. They may not include any indirect costs;

**‘Force majeure’**: any unforeseeable, exceptional situation or event beyond the control of the parties that prevents either of them from fulfilling any of their obligations under the Agreement, which is not attributable to error or negligence on their part or on the part of the subcontractors, affiliated entities or third parties in receipt of financial support and which proves to be inevitable despite their exercising due diligence. The following cannot be invoked as *force majeure*: labour disputes, strikes, financial difficulties or any default of a service, defect in equipment or materials or delays in making them available, unless they stem directly from a relevant case of *force majeure*;

**‘Formal notification’**: form of communication between the parties made in writing by mail or electronic mail which provides the sender with compelling evidence that the message was delivered to the specified recipient;

**‘Fraud’**: any intentional act or omission affecting the Union’s financial interests relating to the use or presentation of false, incorrect or incomplete statements or documents, to non-disclosure of information in violation of a specific obligation;

**‘Implementation period’**: the period of implementation of the activities forming part of the action, as specified in Article I.2.2;

**‘Indirect costs’**: those costs which are not specific costs directly linked to the implementation of the action and which therefore cannot be attributed directly to it. They may not include any costs identifiable or declared as eligible direct costs;

**‘Irregularity’**: any infringement of a provision of Union law resulting from an act or omission by a beneficiary, which has or would have the effect of prejudicing the Union’s budget;

**‘Maximum amount of the grant’**: the maximum EU contribution to the action, as defined in Article I.3.1;

**‘Pre-existing material’**: any materials, document, technology or know-how which exists prior to the beneficiary using it for the production of a result in the implementation of the action;

**‘Pre-existing right’**: any industrial and intellectual property right on pre-existing material; it may consist in a right of ownership, a licence right and/or a right of use belonging to the beneficiary or any other third parties;

**‘Related person’**: any person who has the power to represent the beneficiary or to take decisions on its behalf;

**‘Starting date’**: the date on which the implementation of the action starts as provided for in Article I.2.2;

**‘Subcontract’**: a procurement contract within the meaning of Article II.10, which covers the implementation by a third party of tasks forming part of the action as described in Annex I;

**‘Substantial error’**: any infringement of a provision of an agreement resulting from an act or omission, which causes or might cause a loss to the Union’s budget.

## **ARTICLE II.2 — GENERAL OBLIGATIONS AND ROLES OF THE BENEFICIARIES**

### **II.2.1 General obligations and role of the beneficiaries**

The beneficiaries:

- (a) are jointly and severally liable for carrying out the *action* in accordance with the Agreement. If a beneficiary fails to implement its part of the *action*, the other beneficiaries become responsible for implementing this part (but without increasing the *maximum amount of the grant*);
- (b) must comply jointly or individually with any legal obligations they are bound by under applicable EU, international and national law;
- (c) must make appropriate internal arrangements to implement the *action* properly. The arrangements must be consistent with the terms of the Agreement. If provided for in the Special Conditions, those arrangements must take the form of an internal cooperation agreement between the beneficiaries.

### **II.2.2 General obligations and role of each beneficiary**

Each beneficiary must:

- (a) inform the coordinator immediately of any events or circumstances of which the beneficiary is aware, that are likely to affect or delay the implementation of the *action*;
- (b) inform the coordinator immediately:

- (i) of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative;
  - (ii) of any change in the legal, financial, technical, organisational or ownership situation of its affiliated entities and of any change in their name, address or legal representative;
- (c) submit in due time to the coordinator:
- (i) the data needed to draw up the reports, financial statements and other documents provided for in the Agreement;
  - (ii) all the necessary documents required for audits, checks or evaluations as provided for in Article II.27.
  - (iii) any other information to be provided to the Commission under the Agreement, except if the Agreement requires such information to be submitted directly by the beneficiary.

### **II.2.3 General obligations and role of the coordinator**

The coordinator:

- (a) must monitor the implementation of the *action* in order to make sure that the *action* is implemented in accordance with the terms of the Agreement;
- (b) is the intermediary for all communications between the beneficiaries and the Commission, except if provided otherwise in the Agreement. In particular, the coordinator:
  - (i) must immediately inform the Commission:
    - of any change in the name, address, legal representative of any of the beneficiaries or of their affiliated entities;
    - of any change in the legal, financial, technical, organisational or ownership situation of any of the beneficiaries or of their affiliated entities;
    - of any events or circumstances of which the coordinator is aware, that are likely to affect or delay the implementation of the *action*.
  - (ii) is responsible for supplying the Commission with all documents and information required under the Agreement, except if provided otherwise in the Agreement itself. If information is required from the other beneficiaries, the coordinator is responsible for obtaining and verifying this information before passing it on to the Commission;
- (c) must make the appropriate arrangements for providing any financial guarantees required under the Agreement;
- (d) must draw up the requests for payment in accordance with the Agreement;

- (e) if it is designated as the sole recipient of payments on behalf of all of the beneficiaries, it must ensure that all the appropriate payments are made to the other beneficiaries without unjustified delay;
- (f) is responsible for providing all the necessary documents required for checks and audits initiated before the payment of the balance or documents required for evaluation as provided for in Article II.27.

The coordinator may not subcontract any part of its tasks to the other beneficiaries or to any other party.

## **ARTICLE II.3 — COMMUNICATION BETWEEN THE PARTIES**

### **II.3.1 Form and means of communication**

Any communication relating to the Agreement or to its implementation must:

- (a) be made in writing (in paper or electronic form);
- (b) bear the number of the Agreement; and
- (c) be made using the communication details identified in Article I.7.

If a party requests written confirmation of an electronic communication within a reasonable time, the sender must provide an original signed paper version of the communication as soon as possible.

### **II.3.2 Date of communications**

Any communication is considered to have been made when the receiving party receives it, unless the Agreement states that communication is considered to have been made on the date when the communication was sent.

Email is considered to have been received by the receiving party on the day of dispatch of that email, provided that it is sent to the email address indicated in Article I.7. The sending party must be able to prove the date of dispatch. If the sending party receives a non-delivery report, it must make every effort to ensure that the other party actually receives the communication by email or mail. In such a case, the sending party is not held in breach of its obligation to send such communication within a specified deadline.

Mail sent to the Commission using the postal or courier services is considered to have been received by the Commission on the date on which it is registered by the department identified in Article I.7.2.

*Formal notifications* are considered to have been received by the receiving party on the date of receipt indicated in the proof received by the sending party that the message was delivered to the specified recipient.

## **ARTICLE II.4 — LIABILITY FOR DAMAGES**

**II.4.1** The Commission may not be held liable for any damage caused or sustained by any of the beneficiaries, including any damage caused to third parties as a consequence of or during the implementation of the *action*.

**II.4.2** Except in cases of *force majeure*, the beneficiaries must compensate the Commission for any damage it sustains as a result of the implementation of the *action* or because the *action* was not implemented in full compliance with the Agreement.

#### **ARTICLE II.5 — CONFLICT OF INTERESTS**

**II.5.1** The beneficiaries must take all necessary measures to prevent any situation of *conflict of interests*.

**II.5.2** The beneficiaries must inform the Commission without delay of any situation constituting or likely to lead to a *conflict of interests*. They must take immediately all the necessary steps to rectify this situation.

The Commission may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

#### **ARTICLE II.6 — CONFIDENTIALITY**

**II.6.1** During implementation of the *action* and for five years after the payment of the balance, the parties must treat with confidentiality any *confidential information and documents*.

**II.6.2** The parties may only use *confidential information and documents* for a reason other than to fulfil their obligations under the Agreement if they have first obtained the prior written agreement of the other party.

**II.6.3** The confidentiality obligations do not apply if:

- (a) the disclosing party agrees to release the other party from those obligations;
- (b) the *confidential information or documents* become public through other means than a breach of the confidentiality obligations;
- (c) the disclosure of the *confidential information or documents* is required by law.

#### **ARTICLE II.7 — PROCESSING OF PERSONAL DATA**

##### **II.7.1 Processing of personal data by the Commission**

Any personal data included in the Agreement must be processed by the Commission in accordance with Regulation (EC) No 45/2001.<sup>1</sup>

Such data must be processed by the data controller identified in Article I.7.1 solely for implementing, managing and monitoring the Agreement or to protect the financial interests of the EU, including checks, audits and investigations in accordance with Article II.27.

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<sup>1</sup> Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.

The beneficiaries have the right to access and correct their own personal data. For this purpose, they must send any queries about the processing of their personal data to the data controller identified in Article I.7.1.

The beneficiaries may have recourse at any time to the European Data Protection Supervisor.

## **II.7.2 Processing of personal data by the beneficiaries**

The beneficiaries must process personal data under the Agreement in compliance with applicable EU and national law on data protection (including authorisations or notification requirements).

The beneficiaries may grant their personnel access only to data that is strictly necessary for implementing, managing and monitoring the Agreement.

The beneficiaries must adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned. This is in order to:

- (a) prevent any unauthorised person from gaining access to computer systems processing personal data, and especially:
  - (i) unauthorised reading, copying, alteration or removal of storage media;
  - (ii) unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;
  - (iii) unauthorised use of data processing systems by means of data transmission facilities;
- (b) ensure that authorised users of a data processing system can access only the personal data to which their access right refers;
- (c) record which personal data have been communicated, when and to whom;
- (d) ensure that personal data processed on behalf of third parties can be processed only in the manner prescribed by the Commission;
- (e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- (f) design their organisational structure in such a way that it meets data protection requirements.

## **ARTICLE II.8 — VISIBILITY OF UNION FUNDING**

### **II.8.1 Information on Union funding and use of the European Union emblem**

Unless the Commission requests or agrees otherwise, any communication or publication made by the beneficiaries jointly or individually that relates to the *action*, including at conferences, seminars or in any information or promotional materials (such as brochures, leaflets, posters, presentations, in electronic form, etc.), must:

- (a) indicate that the *action* has received funding from the Union; and
- (b) display the European Union emblem.



When displayed in association with another logo, the European Union emblem must have appropriate prominence.

The obligation to display the European Union emblem does not confer on the beneficiaries a right of exclusive use. The beneficiaries may not appropriate the European Union emblem or any similar trademark or logo, either by registration or by any other means.

For the purposes of the first, second and third subparagraphs and under the conditions specified therein, the beneficiaries may use the European Union emblem without first obtaining permission from the Commission.

### **II.8.2 Disclaimers excluding Commission responsibility**

Any communication or publication that relates to the *action*, made by the beneficiaries jointly or individually in any form and using any means, must indicate:

- (a) that it reflects only the author's view; and
- (b) that the Commission is not responsible for any use that may be made of the information it contains.

## **ARTICLE II.9 — PRE-EXISTING RIGHTS AND OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)**

### **II.9.1 Ownership of the results by the beneficiaries**

The beneficiaries retain ownership of the results of the *action*, including industrial and intellectual property rights, and of the reports and other documents relating to it, unless stipulated otherwise in the Agreement.

### **II.9.2 Pre-existing rights**

If the Commission sends the beneficiaries a written request specifying which of the results it intends to use, the beneficiaries must:

- (a) establish a list specifying all *pre-existing rights* included in those results; and
- (b) provide this list to the Commission at the latest with the request for payment of the balance.

The beneficiaries must ensure that they or their affiliated entities have all the rights to use any *pre-existing rights* during the implementation of the Agreement.

### **II.9.3 Rights of use of the results and of pre-existing rights by the Union**

The beneficiaries grant the Union the following rights to use the results of the *action*:

- (a) for its own purposes and in particular to make available to persons working for the Commission, other Union institutions, agencies and bodies and to Member States' institutions, as well as to copy and reproduce in whole or in part and in an unlimited number of copies;

- (b) reproduction: the right to authorise direct or indirect, temporary or permanent reproduction of the results by any means (mechanical, digital or other) and in any form, in whole or in part;
- (c) communication to the public: the right to authorise any display performance or communication to the public, by wire or wireless means, including making the results available to the public in such a way that members of the public may access them from a place and at a time individually chosen by them; this right also includes communication and broadcasting by cable or by satellite;
- (d) distribution: the right to authorise any form of distribution of results or copies of the results to the public;
- (e) adaptation: the right to modify the results;
- (f) translation;
- (g) the right to store and archive the results in line with the document management rules applicable to the Commission, including digitisation or converting the format for preservation or new use purposes;
- (h) where the results are documents, the right to authorise the reuse of the documents in conformity with Commission Decision 2011/833/EU of 12 December 2011 on the reuse of Commission documents if that Decision is applicable and if the documents fall within its scope and are not excluded by any of its provisions. For the sake of this provision, the terms 'reuse' and 'document' have the meanings given to them by Decision 2011/833/EU.

The above rights of use may be further specified in the Special Conditions.

Additional rights of use for the Union may be provided for in the Special Conditions.

The beneficiaries must ensure that the Union has the right to use any *pre-existing rights* included in the results of the *action*. The *pre-existing rights* must be used for the same purposes and under the same conditions as applicable to the rights of use of the results of the *action*, unless specified otherwise in the Special Conditions.

Information about the copyright owner must be inserted in cases where the result is divulged by the Union. The copyright information must read: '© — year — name of the copyright owner. All rights reserved. Licenced to the European Union under conditions.'

If the beneficiaries grant rights of use to the Commission, this does not affect its confidentiality obligations under Article II.6 or the beneficiaries' obligations under Article II.2.1.

## **ARTICLE II.10 — AWARD OF CONTRACTS NECESSARY FOR THE IMPLEMENTATION OF THE ACTION**

**II.10.1** If the implementation of the *action* requires the beneficiaries to procure goods, works or services, they must award the contract to the tender offering best value for money

or, as appropriate, to the tender offering the lowest price. In doing so, they must avoid any *conflict of interests*.

The beneficiaries must ensure that the Commission, the European Court of Auditors and the European Anti-Fraud Office (OLAF) can exercise their rights under Article II.27 also towards the beneficiaries' contractors.

**II.10.2** Beneficiaries that are 'contracting authorities' within the meaning of Directive 2014/24/EU<sup>2</sup> or 'contracting entities' within the meaning of Directive 2014/25/EU<sup>3</sup> must comply with the applicable national public procurement rules.

The beneficiaries must ensure that the conditions applicable to them under Articles II.4, II.5, II.6 and II.9 are also applicable to the contractors.

**II.10.3** The beneficiaries remain solely responsible for carrying out the *action* and for compliance with the Agreement.

**II.10.4** If the beneficiaries breach their obligations under Article II.10.1 the costs related to the contract concerned are considered ineligible in accordance with Article II.19.2 (c), (d) and (e).

If the beneficiaries breach their obligations under Article II.10.2 the grant may be reduced in accordance with Article II.25.4.

## **ARTICLE II.11 — SUBCONTRACTING OF TASKS FORMING PART OF THE ACTION**

**II.11.1** Beneficiaries may subcontract tasks forming part of the *action*. If they do so, they must ensure that, in addition to the conditions specified in Article II.10, the following conditions are also complied with:

- (a) subcontracting does not cover core tasks of the *action*;
- (b) recourse to subcontracting is justified because of the nature of the *action* and what is necessary for its implementation;
- (c) the estimated costs of the subcontracting are clearly identifiable in the estimated budget set out in Annex III;
- (d) any recourse to subcontracting, if not provided for in Annex I, is communicated by the coordinator and approved by the Commission. The Commission may grant approval:
  - (i) before any recourse to subcontracting, if the beneficiaries request an amendment as provided for in Article II.13; or
  - (ii) after recourse to subcontracting if the subcontracting:

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<sup>2</sup> Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC

<sup>3</sup> Directive 2014/25/EU of the European Parliament and of the Council of 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC

- is specifically justified in the interim or final technical report referred to in Articles I.4.3 and I.4.4; and

- does not entail changes to the Agreement which would call into question the decision awarding the grant or be contrary to the equal treatment of applicants;

(e) the beneficiaries ensure that the conditions applicable to them under Article II.8 are also applicable to the subcontractors.

**II.11.2** If the beneficiaries breach their obligations under Article II.11.1 (a), (b), (c) or (d), the costs related to the contract concerned are considered ineligible in accordance with Article II.19.2 (f).

If the beneficiaries breach their obligation under Article II.11.1 (e) the grant may be reduced in accordance with Article II.25.4.

## **ARTICLE II.12 — FINANCIAL SUPPORT TO THIRD PARTIES**

**II.12.1** If, while implementing the *action*, the beneficiaries have to give financial support to third parties, the beneficiaries must give such financial support in accordance with the conditions specified in Annex I. Under those conditions, the following information must be stated at least:

- (a) the maximum amount of financial support. This amount may not exceed EUR 60 000 for each third party except if the financial support is the primary aim of the *action* as specified in Annex I;
- (b) the criteria for determining the exact amount of the financial support;
- (c) the different types of activity that may receive financial support, on the basis of a fixed list;
- (d) the persons or categories of persons which may receive financial support;
- (e) the criteria for giving the financial support.

**II.12.2** As an exception to Article II.12.1, if the financial support takes the form of a prize, the beneficiaries must give such financial support in accordance with the conditions specified in Annex I. Under those conditions, the following information must at least be stated:

- (a) the conditions for participation;
- (b) the award criteria;
- (c) the amount of the prize;
- (d) the payment arrangements.

**II.12.3** The beneficiaries must ensure that the conditions applicable to them under Articles II.4, II.5, II.6, II.8, II.9 and II.27 are also applicable to the third parties receiving financial support.

## ARTICLE II.13 — AMENDMENTS TO THE AGREEMENT

II.13.1 Any amendment to the Agreement must be made in writing.

II.13.2 An amendment may not have the purpose or the effect of making changes to the Agreement which would call into question the decision awarding the grant or be contrary to the equal treatment of applicants.

II.13.3 Any request for amendment must:

- (a) be duly justified;
- (b) be accompanied by appropriate supporting documents; and
- (c) be sent to the other party in due time before it is due to take effect, and in any case one month before the end of the *implementation period*.

Point (c) does not apply in cases duly substantiated by the party requesting the amendment if the other party agrees.

II.13.4 A request for amendment on behalf of the beneficiaries must be submitted by the coordinator. If a change of coordinator is requested without its agreement, the request must be submitted by all other beneficiaries and must be accompanied by the opinion of the coordinator or proof that this opinion has been requested in writing.

II.13.5 Amendments enter into force on the date on which the last party signs or on the date of approval of the request for amendment.

Amendments take effect on a date agreed by the parties or, in the absence of such an agreed date, on the date on which the amendment enters into force.

## ARTICLE II.14 — ASSIGNMENT OF CLAIMS FOR PAYMENTS TO THIRD PARTIES

II.14.1 The beneficiaries may not assign any of their claims for payment against the Commission to any third party, except if approved by the Commission on the basis of a reasoned, written request by the coordinator made on behalf of the beneficiaries.

If the Commission does not accept the assignment or the terms of it are not complied with, the assignment has no effect on it.

II.14.2 In no circumstances may an assignment release the beneficiaries from their obligations towards the Commission.

## ARTICLE II.15 — *FORCE MAJEURE*

II.15.1 A party faced with *force majeure* must send a *formal notification* to the other party without delay, stating the nature of the situation or of the event, its likely duration and foreseeable effects.

II.15.2 The parties must take the necessary measures to limit any damage due to *force majeure*. They must do their best to resume the implementation of the *action* as soon as possible.

**II.15.3** The party faced with *force majeure* may not be considered in breach of its obligations under the Agreement if it has been prevented from fulfilling them by *force majeure*.

## **ARTICLE II.16 — SUSPENSION OF THE IMPLEMENTATION OF THE ACTION**

### **II.16.1 Suspension of implementation by the beneficiaries**

The coordinator, on behalf of the beneficiaries, may suspend the implementation of the *action* or any part of it, if exceptional circumstances make such implementation impossible or excessively difficult, in particular in the event of *force majeure*.

The coordinator must immediately inform the Commission, stating:

- (a) the reasons for suspension, including details about the date or period when the exceptional circumstances occurred; and
- (b) the expected date of resumption.

Once the circumstances allow the beneficiaries to resume implementing the *action*, the coordinator must inform the Commission immediately and present a request for amendment of the Agreement as provided for in Article II.16.3. This obligation does not apply if the Agreement or the participation of a beneficiary is terminated in accordance with Articles II.17.1, II.17.2 or points (c) or (d) of Article II.17.3.1.

### **II.16.2 Suspension of implementation by the Commission**

#### **II.16.2.1 Grounds for suspension**

The Commission may suspend the implementation of the *action* or any part thereof:

- (a) if the Commission has evidence that a beneficiary has committed *substantial errors, irregularities* or *fraud* in the award procedure or while implementing the Agreement or if a beneficiary fails to comply with its obligations under the Agreement;
- (b) if the Commission has evidence that a beneficiary has committed systemic or recurrent errors, *irregularities, fraud* or serious breach of obligations in other grants funded by the Union or the European Atomic Energy Community ('Euratom') awarded to the beneficiary under similar conditions and the errors, *irregularities, fraud* or breach have a material impact on this grant; or
- (c) if the Commission suspects *substantial errors, irregularities, fraud* or breach of obligations committed by a beneficiary in the award procedure or while implementing the Agreement and needs to verify whether they have actually occurred.

#### **II.16.2.2 Procedure for suspension**

**Step 1** — Before suspending implementation of the *action*, the Commission must send a *formal notification* to the coordinator:

- (a) informing it of:
  - (i) its intention to suspend the implementation;
  - (ii) the reasons for suspension;

(iii) the necessary conditions for resuming the implementation in the cases referred to in points (a) and (b) of Article II.16.2.1; and

(b) inviting it to submit observations within 30 calendar days of receiving the formal notification.

**Step 2** — If the Commission does not receive observations or decides to pursue the procedure despite the observations it has received, it must send a *formal notification* to the coordinator informing it of:

- (a) the suspension of the implementation;
- (b) the reasons for suspension; and
- (c) the final conditions for resuming the implementation in the cases referred to in points (a) and (b) of Article II.16.2.1; or
- (d) the indicative date of completion of the necessary verification in the case referred to in point (c) of Article II.16.2.1.

The coordinator must immediately inform the other beneficiaries of the suspension. The suspension takes effect five calendar days after the *formal notification* is received by the coordinator or on a later date specified in the *formal notification*.

Otherwise, the Commission must send a *formal notification* to the coordinator informing it that it is not continuing the suspension procedure.

### **II.16.2.3 Resuming implementation**

In order to resume the implementation, the beneficiaries must meet the notified conditions as soon as possible and must inform the Commission of any progress made.

If the conditions for resuming the implementation are met or the necessary verifications are carried out, the Commission must send a *formal notification* to the coordinator:

- (a) informing it that the conditions for lifting the suspension are met; and
- (b) requiring it to present a request for amendment of the Agreement as provided for in Article II.16.3. This obligation does not apply if the Agreement or the participation of a beneficiary is terminated in accordance with Articles II.17.1, II.17.2 or points (c), (g) or (h) of Article II.17.3.1.

### **II.16.3 Effects of the suspension**

If the implementation of the *action* can be resumed and the Agreement has not been terminated, an amendment to the Agreement must be made in accordance with Article II.13 in order to:

- (a) set the date on which the *action* is to be resumed;
- (b) extend the duration of the *action*; and
- (c) make other changes necessary to adapt the *action* to the new situation.

The suspension is lifted with effect from the resumption date set out in the amendment. This date may be before the date on which the amendment enters into force.

Costs incurred during the period of suspension that relate to the implementation of the suspended *action* or the suspended part of it may not be reimbursed or covered by the grant.

Suspending implementation of the *action* does not affect the Commission's right to terminate the Agreement or to terminate the participation of a beneficiary in accordance with Article II.17.3, reduce the grant or recover amounts unduly paid in accordance with Articles II.25.4 and II.26.

Neither party may claim damages due to suspension by the other party.

## **ARTICLE II.17 — TERMINATION OF THE AGREEMENT**

### **II.17.1 Termination of the Agreement by the coordinator**

The beneficiaries may terminate the Agreement.

The coordinator must send a *formal notification* of termination to the Commission, stating:

- (a) the reasons for termination; and
- (b) the date on which the termination takes effect. This date must be set after the *formal notification*.

If the coordinator does not state the reasons for the termination or if the Commission considers that the reasons do not justify termination, the Agreement is considered to have been terminated improperly.

The termination takes effect on the day specified in the *formal notification*.

### **II.17.2 Termination of the participation of one or more beneficiaries by the coordinator**

The participation of one or more beneficiaries may be terminated by the coordinator at the request of the beneficiary concerned or on behalf of the other beneficiaries.

The coordinator must send a *formal notification* of termination to the Commission and inform the beneficiary concerned by termination.

If the coordinator's participation is terminated without its agreement, the *formal notification* must be submitted by another beneficiary (acting on behalf of the other beneficiaries).

The *formal notification* must include:

- (a) the reasons for termination;
- (b) the opinion of the beneficiary concerned by termination (or proof that this opinion has been requested in writing);
- (c) the date on which the termination takes effect. This date must be set after the *formal notification*; and
- (d) a request for amendment as provided for in Article II.17.4.2(a).



If the coordinator or beneficiary does not state the reasons for the termination or if the Commission considers that the reasons do not justify termination, the participation will be considered to have been terminated improperly.

The termination takes effect on the day specified in the *formal notification*.

## **II.17.3 Termination of the Agreement or the participation of one or more beneficiaries by the Commission**

### **II.17.3.1 Grounds for termination**

The Commission may terminate the Agreement, or the participation of any one or several beneficiaries, if:

- (a) a change to the beneficiary's legal, financial, technical, organisational or ownership situation is likely to affect the implementation of the Agreement substantially or calls into question the decision to award the grant;
- (b) following the termination of the participation of any one or several beneficiaries, the necessary modifications to the Agreement would call into question the decision awarding the grant or would result in unequal treatment of applicants;
- (c) the beneficiaries do not implement the *action* as described in Annex I or a beneficiary fails to comply with another substantial obligation incumbent on it under the Agreement;
- (d) the implementation of the *action* is prevented or suspended due to *force majeure* or exceptional circumstances and either:
  - (i) resumption is impossible; or
  - (ii) the necessary changes to the Agreement would call into question the decision awarding the grant or be contrary to the equal treatment of applicants;
- (e) a beneficiary or any person that assumes unlimited liability for the debts of that beneficiary comes under any of the situations provided for in points (a) or (b) of Article 106 (1) of the Financial Regulation;<sup>4</sup>
- (f) a beneficiary or any *related person* comes under any of the situations provided for in points (c), (d), (e) or (f) of Article 106 (1) or comes under Article 106 (2) of the Financial Regulation;
- (g) the Commission has evidence that a beneficiary or any *related person* has committed *substantial errors, irregularities* or *fraud* in the award procedure or while implementing the Agreement, including if that beneficiary or *related person* has submitted false information or failed to provide required information;
- (h) the Commission has evidence that a beneficiary has committed systemic or recurrent errors, *irregularities, fraud* or serious breach of obligations in other Union or Euratom grants awarded to it under similar conditions and such errors, *irregularities, fraud* or breach have a material impact on this grant; or
- (i) the Commission has sent a beneficiary, through the coordinator, a *formal notification* asking it to end the participation of its affiliated entity because that entity is in a

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<sup>4</sup> Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union.

situation provided for in points (f), (g) or (h) and that beneficiary has failed to request an amendment ending the participation of the entity and reallocating its tasks.

### **II.17.3.2 Procedure for termination**

**Step 1** — Before terminating the Agreement or participation of one or more beneficiaries, the Commission must send a *formal notification* to the coordinator:

- (a) informing it of:
  - (i) its intention to terminate;
  - (ii) the reasons for termination; and
- (b) requiring it, within 45 calendar days of receiving the formal notification, :
  - (i) to submit observations on behalf of all beneficiaries; and
  - (ii) in the case of point (c) of Article II.17.3.1, to inform the Commission of the measures to ensure compliance with the obligations under the Agreement.

**Step 2** — If the Commission does not receive observations or decides to pursue the procedure despite the observations it has received, it will send a *formal notification* to the coordinator informing it of the termination and the date on which it takes effect. The coordinator must immediately inform the other beneficiaries of the termination.

Otherwise, the Commission must send a *formal notification* to the coordinator informing it that the termination procedure is not continued.

The termination takes effect:

- (a) for terminations under points (a), (b), (c) and (e) of Article II.17.3.1: on the day specified in the *formal notification* of termination referred to in the second subparagraph (i.e. in Step 2 above);
- (b) for terminations under points (d), (f), (g), (h) and (i) of Article II.17.3.1: on the day after the coordinator receives the *formal notification* of termination referred to in the second subparagraph (i.e. in Step 2 above).

### **II.17.4 Effects of termination**

#### **II.17.4.1 Effects of terminating the Agreement:**

Within 60 calendar days from the day on which the termination takes effect, the coordinator must submit a request for payment of the balance as provided for in Article I.4.4.

If the Commission does not receive the request for payment of the balance by the above deadline, only costs which are included in an approved technical report and, where relevant, in an approved financial statement, are reimbursed or covered by the grant.

If the Agreement is terminated by the Commission because the coordinator has breached its obligation to submit the request for payment, the coordinator may not submit any request for payment after termination. In that case the second subparagraph applies.

The Commission calculates the final grant amount as referred to in Article II.25 and the balance as referred to in Article I.5.4 on the basis of the reports submitted. Only costs incurred before termination takes effect are reimbursed or covered by the grant. Costs relating to contracts due for execution only after termination are not taken into account are not reimbursed or covered by the grant.

The Commission may reduce the grant in accordance with Article II.25.4 in case of:

- (a) improper termination of the Agreement by the coordinator within the meaning of Article II.17.1; or
- (b) termination of the Agreement by the Commission on any of the grounds set out in points (c), (f), (g), (h) and (i) of Article II.17.3.1.

Neither party may claim damages on the grounds that the other party terminated the Agreement.

After termination, the beneficiaries' obligations continue to apply, in particular those under Articles I.4, II.6, II.8, II.9, II.14, II.27 and any additional provisions on the use of the results, as set out in the Special Conditions.

#### **II.17.4.2 Effects of terminating the participation of one or more beneficiaries:**

- a) The coordinator must submit a request for amendment including:
  - (i) a proposal to reallocate the tasks of the beneficiary or beneficiaries concerned by the termination; and
  - (ii) if necessary, the addition of one or more new beneficiaries to succeed the beneficiary or beneficiaries concerned in all their rights and obligations under the Agreement.

If the Commission terminates the participation of a beneficiary, the coordinator must submit the request for amendment within 60 calendar days from the day on which the termination takes effect.

If the coordinator terminates the participation of a beneficiary, the request for amendment must be included in the *formal notification* of termination referred to in Article II.17.2.

If termination takes effect after the end of the *implementation period*, no request for amendment must be provided unless the beneficiary concerned is the coordinator. In this case, the request for amendment must propose a new coordinator.

If the request for amendment is rejected by the Commission, the Agreement may be terminated in accordance with Article II.17.3.1 (b). The request for amendment may be rejected if it calls into question the decision awarding the grant or is contrary to the equal treatment of applicants.

- b) The beneficiary concerned by termination must submit to the coordinator:
  - (i) a technical report; and
  - (ii) a financial statement covering the period from the end of the last reporting period to the date when termination takes effect.

The coordinator must include this information in the payment request for the next reporting period.

Only costs incurred by the beneficiary concerned before termination takes effect are reimbursed or covered by the grant. Costs relating to contracts due for execution only after termination are not reimbursed or covered by the grant.

The Commission may reduce the grant in accordance with Article II.25.4. in case of:

- (a) improper termination of the participation of a beneficiary by the coordinator within the meaning of Article II.17.2 or
- (b) termination of the participation of a beneficiary by the Commission on any of the grounds set out in points (c), (f), (g), (h) or (i) of Article II.17.3.1.

Neither party may claim damages on the grounds that the other party terminated the participation of a beneficiary.

After termination, the concerned beneficiary's obligations continue to apply, in particular those under Articles I.4, II.6, II.8, II.9, II.14, II.27 and any additional provisions on the use of the results, as set out in the Special Conditions.

## **ARTICLE II.18 — APPLICABLE LAW, SETTLEMENT OF DISPUTES AND ENFORCEABLE DECISIONS**

**II.18.1** The Agreement is governed by the applicable Union law, complemented, where necessary, by the law of Belgium.

**II.18.2** In accordance with Article 272 TFEU, the General Court or, on appeal, the Court of Justice of the European Union, has sole jurisdiction to hear any dispute between the Union and any beneficiary concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably.

**II.18.3** In accordance with Article 299 TFEU, for the purposes of recovery within the meaning of Article II.26, the Commission may adopt an enforceable decision to impose pecuniary obligations on persons other than States.

An *action* may be brought against such decision before the General Court of the European Union in accordance with Article 263 TFEU.

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## PART B — FINANCIAL PROVISIONS

### ARTICLE II.19 — ELIGIBLE COSTS

#### II.19.1 Conditions for the eligibility of costs

*Eligible costs* of the *action* are costs actually incurred by the beneficiary and which meet the following criteria:

- (a) they are incurred within the *implementation period*, with the exception of costs relating to the request for payment of the balance and the corresponding supporting documents referred to in Article I.4.4;
- (b) they are indicated in the estimated budget of the *action*. The estimated budget is set out in Annex III;
- (c) they are incurred in connection with the *action* as described in Annex I and are necessary for its implementation;
- (d) they are identifiable and verifiable, in particular they are recorded in the beneficiary's accounting records and determined according to the applicable accounting standards of the country where the beneficiary is established and according to the beneficiary's usual cost accounting practices;
- (e) they comply with the requirements of applicable tax and social legislation; and
- (f) they are reasonable, justified and comply with the principle of sound financial management, in particular regarding economy and efficiency.

#### II.19.2 Eligible direct costs

To be eligible, the *direct costs* of the *action* must comply with the eligibility conditions set out in Article II.19.1.

In particular, the following categories of costs are eligible *direct costs*, provided that they satisfy the eligibility conditions set out in Article II.19.1 as well as the following conditions:

- (a) the costs of personnel working under an employment contract with the beneficiary or an equivalent appointing act and assigned to the *action*, provided that these costs are in line with the beneficiary's usual policy on remuneration.

Those costs include actual salaries plus social security contributions and other statutory costs included in the remuneration. They may also comprise additional remunerations, including payments on the basis of supplementary contracts regardless of the nature of those contracts, provided that they are paid in a consistent manner whenever the same kind of work or expertise is required, independently from the source of funding used;

The costs of natural persons working under a contract with the beneficiary other than an employment contract or who are seconded to the beneficiary by a third party against payment may also be included under such personnel costs, provided that the following conditions are fulfilled:

- (i) the person works under conditions similar to those of an employee (in particular regarding the way the work is organised, the tasks that are performed and the premises where they are performed);

- (ii) the result of the work belongs to the beneficiary (unless exceptionally agreed otherwise); and
  - (iii) the costs are not significantly different from the costs of staff performing similar tasks under an employment contract with the beneficiary;
- (b) costs of travel and related subsistence allowances, provided that these costs are in line with the beneficiary's usual practices on travel;
- (c) the depreciation costs of equipment or other assets (new or second-hand) as recorded in the beneficiary's accounting statements, provided that the asset:
  - (i) is written off in accordance with the international accounting standards and the beneficiary's usual accounting practices; and
  - (ii) has been purchased in accordance with Article II.10.1 if the purchase occurred within the *implementation period*;

The costs of renting or leasing equipment or other assets are also eligible, provided that these costs do not exceed the depreciation costs of similar equipment or assets and are exclusive of any finance fee;

Only the portion of the equipment's depreciation, rental or lease costs corresponding to the *implementation period* and the rate of actual use for the purposes of the *action* may be taken into account when determining the eligible costs. By way of exception, the full cost of purchase of equipment may be eligible under the Special Conditions, if this is justified by the nature of the *action* and the context of the use of the equipment or assets;

- (d) costs of consumables and supplies, provided that they:
  - (i) are purchased in accordance with Article II.10.1; and
  - (ii) are directly assigned to the *action*;
- (e) costs arising directly from requirements imposed by the Agreement (dissemination of information, specific evaluation of the *action*, audits, translations, reproduction), including the costs of requested financial guarantees, provided that the corresponding services are purchased in accordance with Article II.10.1;
- (f) costs entailed by *subcontracts* within the meaning of Article II.11, provided that the conditions laid down in Article II.11.1 (a), (b), (c) and (d) are met;
- (g) costs of financial support to third parties within the meaning of Article II.12, provided that the conditions laid down in that Article are met;
- (h) duties, taxes and charges paid by the beneficiary, notably value added tax (VAT), provided that they are included in eligible *direct costs*, and unless specified otherwise in the Agreement.

### II.19.3 Eligible indirect costs

To be eligible, *indirect costs* of the *action* must represent a fair apportionment of the overall overheads of the beneficiary and must comply with the conditions of eligibility set out in Article II.19.1.

Eligible *indirect costs* must be declared on the basis of a flat rate of 7% of the total eligible *direct costs* unless otherwise specified in Article I.3.2.

### II.19.4 Ineligible costs

In addition to any other costs which do not fulfil the conditions set out in Article II.19.1, the following costs may not be considered eligible:

- (a) return on capital and dividends paid by a beneficiary;
- (b) debt and debt service charges;
- (c) provisions for losses or debts;
- (d) interest owed;
- (e) doubtful debts;
- (f) exchange losses;
- (g) costs of transfers from the Commission charged by the bank of a beneficiary;
- (h) costs declared by the beneficiary under another action receiving a grant financed from the Union budget. Such grants include grants awarded by a Member State and financed from the Union budget and grants awarded by bodies other than the Commission for the purpose of implementing the Union budget. In particular, beneficiaries receiving an operating grant financed by the EU or Euratom budget cannot declare indirect costs for the period(s) covered by the operating grant, unless they can demonstrate that the operating grant does not cover any costs of the action;
- (i) contributions in kind from third parties;
- (j) excessive or reckless expenditure;
- (k) deductible VAT.

## ARTICLE II.20 — IDENTIFIABILITY AND VERIFIABILITY OF THE AMOUNTS DECLARED

### II.20.1 Declaring costs and contributions

Each beneficiary must declare as eligible costs or as a requested contribution:

- (a) for actual costs: the costs it actually incurred for the *action*;
- (b) for unit costs or unit contributions: the amount obtained by multiplying the amount per unit specified in Article I.3.2(a)(ii) or (b) by the actual number of units used or produced;
- (c) for lump sum costs or lump sum contributions: the global amount specified in Article I.3.2(a)(iii) or (c), if the corresponding tasks or part of the *action* as described in Annex I have been implemented properly;
- (d) for flat-rate costs or flat-rate contributions: the amount obtained by applying the flat rate specified in Article I.3.2(a)(iv) or (d);
- (e) for unit costs declared on the basis of the beneficiary's usual cost accounting practices: the amount obtained by multiplying the amount per unit calculated in

- accordance with the beneficiary's usual cost accounting practices by the actual number of units used or produced;
- (f) for lump sum costs declared on the basis of the beneficiary's usual cost accounting practices: the global amount calculated in accordance with its usual cost accounting practices, if the corresponding tasks or part of the *action* have been implemented properly;
  - (g) for flat-rate costs declared on the basis of the beneficiary's usual cost accounting practices: the amount obtained by applying the flat rate calculated in accordance with the beneficiary's usual cost accounting practices.

## **II.20.2 Records and other documentation to support the costs and contributions declared**

Each beneficiary must provide the following if requested to do so in the context of the checks or audits described in Article II.27:

- (a) for actual costs: adequate supporting documents to prove the costs declared, such as contracts, invoices and accounting records.

In addition, the beneficiary's usual accounting and internal control procedures must permit direct reconciliation of the amounts declared with the amounts recorded in its accounting statements and with the amounts indicated in the supporting documents;

- (b) for unit costs or unit contributions: adequate supporting documents to prove the number of units declared.

The beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, such as accounting statements, to prove the amount declared per unit;

- (c) for lump sum costs or lump sum contributions: adequate supporting documents to prove that the *action* has been properly implemented.

The beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, such as accounting statements, to prove the amount declared as a lump sum;

- (d) for flat-rate costs or flat-rate contributions: adequate supporting documents to prove the eligible costs or requested contribution to which the flat rate applies.

The beneficiary does not need to identify the actual eligible costs covered or to provide supporting documents, such as accounting statements, for the flat rate applied;

- (e) for unit costs declared on the basis of the beneficiary's usual cost accounting practices: adequate supporting documents to prove the number of units declared;
- (f) for lump sum costs declared on the basis of the beneficiary's usual cost accounting practices: adequate supporting documents to prove that the *action* has been properly implemented;
- (g) for flat-rate costs declared on the basis of the beneficiary's usual cost accounting practices: adequate supporting documents to prove the eligible costs to which the flat rate applies.



## **II.20.3 Conditions to determine the compliance of cost accounting practices**

**II.20.3.1** In the case of points (e), (f) and (g) of Article II.20.2, the beneficiary does not need to identify the actual eligible costs covered, but it must ensure that the cost accounting practices used for the purpose of declaring eligible costs are in compliance with the following conditions:

- (a) the cost accounting practices used constitute its usual cost accounting practices and are applied in a consistent manner, based on objective criteria independent from the source of funding;
- (b) the costs declared can be directly reconciled with the amounts recorded in its general accounts; and
- (c) the categories of costs used for the purpose of determining the costs declared are exclusive of any ineligible cost or costs covered by other forms of grant as provided for in Article I.3.2.

**II.20.3.2** If the Special Conditions so provide, the beneficiary may submit to the Commission a request asking it to assess the compliance of its usual cost accounting practices. If required by the Special Conditions, the request must be accompanied by a certificate on the compliance of the cost accounting practices ('certificate on the compliance of the cost accounting practices').

The certificate on the compliance of the cost accounting practices must be:

- (a) produced by an approved auditor or, if the beneficiary is a public body, by a competent and independent public officer; and
- (b) drawn up in accordance with Annex VIII.

The certificate must certify that the beneficiary's cost accounting practices used for the purpose of declaring eligible costs comply with the conditions laid down in Article II.20.3.1 and with the additional conditions that may be laid down in the Special Conditions.

**II.20.3.3** If the Commission has confirmed that the beneficiary's usual cost accounting practices are in compliance, costs declared in application of these practices may not be challenged *ex post*, if:

- (a) the practices actually used comply with those approved by the Commission; and
- (b) the beneficiary did not conceal any information for the purpose of the approval of its cost accounting practices.

## **ARTICLE II.21 — ELIGIBILITY OF COSTS OF ENTITIES AFFILIATED TO THE BENEFICIARIES**

If the Special Conditions contain a provision on entities affiliated to the beneficiaries, costs incurred by such an entity are eligible, if:

- (a) they satisfy the same conditions under Articles II.19 and II.20 as apply to the beneficiary; and

- (b) the beneficiary to which the entity is affiliated ensures that the conditions applicable to the beneficiary under Articles II.4, II.5, II.6, II.8, II.10, II.11 and II.27 are also applicable to the entity.

## **ARTICLE II.22 — BUDGET TRANSFERS**

Beneficiaries are allowed to adjust the estimated budget set out in Annex III by transfers between themselves and between the different budget categories, if the *action* is implemented as described in Annex I. This adjustment does not require an amendment of the Agreement as provided for in Article II.13.

However, the beneficiaries may not add costs relating to *subcontracts* not provided for in Annex I, unless such additional *subcontracts* are approved by the Commission in accordance with Article II.11.1(d).

As an exception to the first subparagraph, if beneficiaries want to change the value of the contribution to which each of them is entitled, as referred to in point (c) of the third subparagraph of II.26.3, the coordinator must request an amendment as provided for in Article II.13.

The first three subparagraphs do not apply to amounts which, as provided for in Article I.3.2(a)(iii) or (c), take the form of lump sums.

## **ARTICLE II.23 — NON-COMPLIANCE WITH THE REPORTING OBLIGATIONS**

The Commission may terminate the Agreement as provided for in Article II.17.3.1(c) and may reduce the grant as provided for in Article II.25.4 if the coordinator:

- (a) did not submit a request for interim payment or payment of the balance accompanied by the documents referred to in Articles I.4.3 or I.4.4 within 60 calendar days following the end of the corresponding reporting period; and
- (b) still fails to submit such a request within further 60 calendar days following a written reminder sent by the Commission.

## **ARTICLE II.24 — SUSPENSION OF PAYMENTS AND TIME LIMIT FOR PAYMENT**

### **II.24.1 Suspension of payments**

#### **II.24.1.1 Grounds for suspension**

The Commission may at any moment suspend, in whole or in part, the pre-financing payment and interim payments for one or more beneficiaries or the payment of the balance for all beneficiaries:

- (a) if the Commission has evidence that a beneficiary has committed *substantial errors, irregularities or fraud* in the award procedure or while implementing the Agreement or if a beneficiary fails to comply with its obligations under the Agreement;
- (b) if the Commission has evidence that a beneficiary has committed systemic or recurrent errors, *irregularities, fraud* or serious breach of obligations in other grants funded by the Union or the European Atomic Energy Community ('Euratom') awarded to the

- beneficiary under similar conditions and such errors, *irregularities*, *fraud* or breach have a material impact on this grant; or
- (c) if the Commission suspects *substantial errors*, *irregularities*, *fraud* or breach of obligations committed by a beneficiary in the award procedure or while implementing the Agreement and needs to verify whether they have actually occurred.

#### **II.24.1.2 Procedure for suspension**

**Step 1** — Before suspending payments, the Commission must send a *formal notification* to the coordinator:

- (a) informing it of:
- (i) its intention to suspend payments;
  - (ii) the reasons for suspension;
  - (iii) in the cases referred to in points (a) and (b) of Article II.24.1.1, the conditions that need to be met for payments to resume; and
- (b) inviting it to submit observations within 30 calendar days of receiving the *formal notification*.

**Step 2** — If the Commission does not receive observations or decides to pursue the procedure despite the observations it has received, it must send a *formal notification* to the coordinator informing it of:

- (a) the suspension of payments;
- (b) the reasons for suspension;
- (c) the final conditions under which payments may resume in the cases referred to in points (a) and (b) of Article II.24.1.1;
- (d) the indicative date of completion of the necessary verification in the case referred to in point (c) of Article II.24.1.1.

The coordinator must immediately inform the other beneficiaries of the suspension. The suspension takes effect on the day the Commission sends *formal notification* of suspension (Step 2).

Otherwise, the Commission must send a *formal notification* to the coordinator informing it that it is not continuing with the suspension procedure.

#### **II.24.1.3 Effects of suspension**

During the period of suspension of payments the coordinator is not entitled to submit:

- (a) any requests for payments and supporting documents referred to in Articles I.4.2, I.4.3 and I.4.4; or
- (b) where the suspension concerns the pre-financing payments or interim payments for one or several beneficiaries only, any requests for payments and supporting documents relating to the participation of the concerned beneficiary or beneficiaries in the *action*.

The corresponding requests for payments and supporting documents may be submitted as soon as possible after resumption of payments or may be included in the first request for

payment due following resumption of payments in accordance with the schedule laid down in Article I.4.1.

The suspension of payments does not affect the right of the coordinator to suspend the implementation of the *action* as provided for in Article II.16.1 or to terminate the Agreement or the participation of a beneficiary as provided for in Articles II.17.1 and II.17.2.

#### **II.24.1.4 Resuming payments**

In order for the Commission to resume payments, the beneficiaries must meet the notified conditions as soon as possible and must inform the Commission of any progress made.

If the conditions for resuming payments are met, the suspension will be lifted. The Commission will send a *formal notification* to the coordinator informing it of this.

#### **II.24.2 Suspension of the time limit for payments**

**II.24.2.1** The Commission may at any moment suspend the time limit for payment specified in Articles I.5.2, I.5.3 and I.5.4 if a request for payment cannot be approved because:

- (a) it does not comply with the Agreement;
- (b) the appropriate supporting documents have not been produced; or
- (c) there is a doubt about the eligibility of the costs declared in the financial statements and additional checks, reviews, audits or investigations are necessary.

**II.24.2.2** The Commission must send a *formal notification* to the coordinator informing it of:

- (a) the suspension; and
- (b) the reasons for the suspension.

The suspension takes effect on the day the Commission sends the *formal notification*.

**II.24.2.3** If the conditions for suspending the payment deadline are no longer met, the suspension will be lifted and the remaining period will resume.

If the suspension exceeds two months, the coordinator may request the Commission if the suspension will continue.

If the payment deadline has been suspended because the technical reports or financial statements do not comply with the Agreement and the revised report or statement is not submitted or was submitted but is also rejected, the Commission may terminate the Agreement or the participation of the beneficiary as provided for in Article II.17.3.1(c) and reduce the grant as provided for in Article II.25.4.

#### **ARTICLE II.25 — CALCULATION OF THE FINAL AMOUNT OF THE GRANT**

The final amount of the grant depends on the extent to which the *action* has been implemented in accordance with the terms of the Agreement.

The final amount of the grant is calculated by the Commission at the time of the payment of the balance. The calculation involves the following steps:

Step 1 — Application of the reimbursement rate to the eligible costs and addition of the unit, flat-rate and lump sum contributions

Step 2 — Limit to the *maximum amount of the grant*

Step 3 — Reduction due to the no-profit rule

Step 4 — Reduction due to improper implementation or breach of other obligations.

### **II.25.1 Step 1 — Application of the reimbursement rate to the eligible costs and addition of the unit, flat-rate and lump sum contributions**

This step is applied as follows:

- (a) If, as provided for in Article I.3.2(a), the grant takes the form of the reimbursement of eligible costs, the reimbursement rate specified in that Article is applied to the eligible costs of the *action* approved by the Commission for the corresponding categories of costs, beneficiaries and affiliated entities;
- (b) If, as provided for in Article I.3.2(b), the grant takes the form of a unit contribution, the unit contribution specified in that Article is multiplied by the actual number of units approved by the Commission for the corresponding beneficiaries and affiliated entities;
- (c) If, as provided for in Article I.3.2(c), the grant takes the form of a lump sum contribution, the Commission applies the lump sum specified in that Article for the corresponding beneficiaries and affiliated entities if it finds that the corresponding tasks or part of the *action* were implemented properly in accordance with Annex I;
- (d) If, as provided for in Article I.3.2(d), the grant takes the form of a flat-rate contribution, the flat rate referred to in that Article is applied to the eligible costs or to the contribution approved by the Commission for the corresponding beneficiaries and affiliated entities.

If Article I.3.2 provides for a combination of different forms of grant, the amounts obtained must be added together.

### **II.25.2 Step 2 — Limit to *maximum amount of the grant***

The total amount paid to the beneficiaries by the Commission may in no circumstances exceed the *maximum amount of the grant*.

If the amount obtained following Step 1 is higher than this maximum amount, the final amount of the grant is limited to the latter.

### **II.25.3 Step 3 — Reduction due to the no-profit rule**

The grant may not produce a profit for the beneficiaries, unless specified otherwise in the Special Conditions.

'Profit' means the surplus of the amount obtained following Steps 1 and 2 plus the total receipts of the *action*, over the total eligible costs of the *action*.

The total eligible costs of the *action* are the consolidated total eligible costs approved by the Commission for the categories of costs reimbursed in accordance with Article I.3.2(a).

The total receipts of the *action* are the consolidated total receipts established, generated or confirmed on the date on which the request for payment of the balance is drawn up by the coordinator.

The following are considered receipts:

- (a) income generated by the *action*;
- (b) financial contributions given by third parties to a beneficiary or to an affiliated entity, if they are specifically assigned by the third parties to the financing of the eligible costs of the *action* reimbursed by the Commission in accordance with Article I.3.2(a)(i).

The following are not considered receipts:

- (a) financial contributions by third parties, if they may be used to cover costs other than the eligible costs under the Agreement;
- (b) financial contributions by third parties with no obligation to repay any amount unused at the end of the *implementation period*.

If there is a profit, it will be deducted in proportion to the final rate of reimbursement of the actual eligible costs of the *action* approved by the Commission for the categories of costs referred to in Article I.3.2(a)(i). The deduction will be applied on the amount calculated following Steps 1 and 2.

#### **II.25.4 Step 4 — Reduction due to improper implementation or breach of other obligations**

The Commission may reduce the *maximum amount of the grant* if the *action* has not been implemented properly as described in Annex I (i.e. if it has not been implemented or has been implemented poorly, partially or late), or if another obligation under the Agreement has been breached.

The amount of the reduction will be proportionate to the degree to which the *action* has been implemented improperly or to the seriousness of the breach.

Before the Commission reduces the grant, it must send a *formal notification* to the coordinator:

- (a) informing it of:
  - (i) its intention to reduce the *maximum amount of the grant*;
  - (ii) the amount by which it intends to reduce the grant;
  - (iii) the reasons for reduction; and

- (b) inviting it to submit observations within 30 calendar days of receiving the formal notification.

If the Commission does not receive any observations or decides to pursue reduction despite the observations it has received, it will send a *formal notification* informing the coordinator of its decision.

If the grant is reduced, the Commission must calculate the reduced grant amount by deducting the amount of the reduction (calculated in proportion to the improper implementation of the *action* or to the seriousness of the breach of obligations) from the *maximum amount of the grant*.

The final amount of the grant will be the lower of the following two:

- (a) the amount obtained following Steps 1 to 3; or
- (b) the reduced grant amount following Step 4.

## **ARTICLE II.26 — RECOVERY**

### **II.26.1 Recovery at the time of payment of the balance**

Where the payment of the balance takes the form of a recovery, the coordinator must repay the Commission the amount in question, even if it was not the final recipient of the amount due.

### **II.26.2 Recovery after payment of the balance**

Where an amount is to be recovered as provided for in Articles II.27.6, II.27.7 and II.27.8, the beneficiary concerned by the audit or OLAF findings must repay the Commission the amount in question. Where the audit findings do not concern a specific beneficiary (or its affiliated entities), the coordinator must repay the Commission the amount in question, even if it was not the final recipient of the amount due.

Each beneficiary is responsible for the repayment of any amount unduly paid by the Commission as a contribution towards the costs incurred by its affiliated entities.

### **II.26.3 Recovery procedure**

Before recovery, the Commission must send a *formal notification* to the beneficiary concerned:

- (a) informing it of its intention to recover the amount unduly paid;
- (b) specifying the amount due and the reasons for recovery; and
- (c) inviting the beneficiary to make any observations within a specified period.

If no observations have been submitted or if, despite the observations submitted by the beneficiary, the Commission decides to pursue the recovery procedure, the Commission may confirm recovery by sending a *formal notification* to the beneficiary consisting of a debit note, specifying the terms and the date for payment.

If payment has not been made by the date specified in the debit note, the Commission will recover the amount due:

- (a) by offsetting it, without the beneficiary's prior consent, against any amounts owed to the beneficiary by the Commission or an executive agency (from the Union or the European Atomic Energy Community (Euratom) budget) ('offsetting');

In exceptional circumstances, to safeguard the financial interests of the Union, the Commission may offset before the due date.

An action may be brought against such offsetting before the General Court of the European Union in accordance with Article 263 TFEU;

- (b) by drawing on the financial guarantee where provided for in accordance with Article I.5.2 ('drawing on the financial guarantee');
- (c) by holding the beneficiaries jointly and severally liable up to the maximum EU contribution indicated, for each beneficiary, in the estimated budget (Annex III as last amended);
- (d) by taking legal action as provided for in Article II.18.2 or in the Special Conditions or by adopting an enforceable decision as provided for in Article II.18.3.

#### **II.26.4 Interest on late payment**

If payment is not made by the date in the debit note, the amount to be recovered will be increased by late-payment interest at the rate set out in Article I.5.6 from the day following the date for payment in the debit note up to and including the date the Commission receives full payment of the amount.

Partial payments must first be credited against charges and late-payment interest and then against the principal.

#### **II.26.5 Bank charges**

Bank charges incurred in the recovery process must be borne by the beneficiary concerned, unless Directive 2007/64/EC<sup>5</sup> applies.

### **ARTICLE II.27 — CHECKS, AUDITS AND EVALUATIONS**

#### **II.27.1 Technical and financial checks, audits, interim and final evaluations**

The Commission may, during the implementation of the *action* or afterwards, carry out technical and financial checks and audits to determine that the beneficiaries are implementing the *action* properly and are complying with the obligations under the Agreement. It may also check the beneficiaries' statutory records for the purpose of periodic assessments of lump sum, unit cost or flat-rate amounts.

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<sup>5</sup> Directive 2007/64/EC<sup>5</sup> of the European Parliament and of the Council of 13 November 2007 on payment services in the internal market amending Directives 97/7/EC, 2002/65/EC, 2005/60/EC and 2006/48/EC and repealing Directive 97/5/EC.



Information and documents provided as part of checks or audits must be treated on a confidential basis.

In addition, the Commission may carry out an interim or final evaluation of the impact of the *action*, measured against the objective of the Union programme concerned.

Commission checks, audits or evaluations may be carried out either directly by the Commission's own staff or by any other outside body authorised to do so on its behalf.

The Commission may initiate such checks, audits or evaluations during the implementation of the Agreement and during a period of five years starting from the date of payment of the balance. This period is limited to three years if the *maximum amount of the grant* is not more than EUR 60 000.

The check, audit or evaluation procedures are considered to be initiated on the date of receipt of the letter of the Commission announcing it.

If the audit is carried out on an affiliated entity, the beneficiary concerned must inform that affiliated entity.

#### **II.27.2 Duty to keep documents**

The beneficiaries must keep all original documents, especially accounting and tax records, stored on any appropriate medium, including digitalised originals when they are authorised by their respective national law and under the conditions laid down therein, during a period of five years starting from the date of payment of the balance.

The period during which documents must be kept is limited to three years if the *maximum amount of the grant* is not more than EUR 60 000.

The periods set out in the first and second subparagraphs are longer if there are ongoing audits, appeals, litigation or pursuit of claims concerning the grant, including in the cases referred to in Article II.27.7. In such cases, the beneficiaries must keep the documents until such audits, appeals, litigation or pursuit of claims have been closed.

#### **II.27.3 Obligation to provide information**

Where a check, audit or evaluation is initiated before the payment of the balance, the coordinator must provide any information, including information in electronic format, requested by the Commission or by any other outside body authorised by the Commission. Where appropriate, the Commission may request that a beneficiary provides such information directly.

Where a check or audit is initiated after payment of the balance, the information referred to in the previous subparagraph must be provided by the beneficiary concerned.

If the beneficiary concerned does not comply with the obligations set out in the first and second subparagraphs, the Commission may consider:

- (a) any cost insufficiently substantiated by information provided by the beneficiary as ineligible;

- (b) any unit, lump sum or flat-rate contribution insufficiently substantiated by information provided by the beneficiary as undue.

#### **II.27.4 On-the-spot visits**

During an on-the-spot visit, the beneficiaries must allow Commission staff and outside personnel authorised by the Commission to have access to the sites and premises where the *action* is or was carried out, and to all the necessary information, including information in electronic format.

They must ensure that the information is readily available at the moment of the on-the-spot visit and that information requested is handed over in an appropriate form.

If the beneficiary concerned refuses to provide access to the sites, premises and information as required in the first and second subparagraphs, the Commission may consider:

- (a) any cost insufficiently substantiated by information provided by the beneficiary as ineligible;
- (b) any unit, lump sum or flat-rate contribution insufficiently substantiated by information provided by the beneficiary as undue.

#### **II.27.5 Contradictory audit procedure**

On the basis of the findings made during the audit, a provisional report ('draft audit report') must be drawn up. It must be sent by the Commission or its authorised representative to the beneficiary concerned, which must have 30 calendar days from the date of receipt to submit observations. The final report ('final audit report') must be sent to the beneficiary concerned within 60 calendar days of expiry of the time limit for submission of observations.

#### **II.27.6 Effects of audit findings**

On the basis of the final audit findings, the Commission may take the measures it considers necessary, including recovery at the time of payment of the balance or after payment of the balance of all or part of the payments made by it, as provided for in Article II.26.

In the case of final audit findings after the payment of the balance, the amount to be recovered corresponds to the difference between the revised final amount of the grant, determined in accordance with Article II.25, and the total amount paid to the beneficiaries under the Agreement for the implementation of the *action*.

#### **II.27.7 Correction of systemic or recurrent errors, irregularities, fraud or breach of obligations**

**II.27.7.1** The Commission may extend audit findings from other grants to this grant if:

- (a) the beneficiary concerned is found to have committed systemic or recurrent errors, *irregularities*, *fraud* or breach of obligations in other EU or Euratom grants awarded under similar conditions and such errors, *irregularities*, *fraud* or breach have a material impact on this grant; and

- (b) the final audit findings are sent to the beneficiary concerned through a *formal notification*, together with the list of grants affected by the findings within the period referred to in Article II.27.1

The extension of findings may lead to:

- (a) the rejection of costs as ineligible;
- (b) reduction of the grant as provided for in Article II.25.4;
- (c) recovery of undue amounts as provided for in Article II.26;
- (d) suspension of payments as provided for in Article II.24.1;
- (e) suspension of the *action* implementation as provided for in Article II.16.2;
- (f) termination as provided for in Article II.17.3.

**II.27.7.2** The Commission must send a *formal notification* to the beneficiary concerned informing it of the systemic or recurrent errors and of its intention to extend the audit findings, together with the list of grants affected.

- (a) If the findings concern eligibility of costs the procedure is as follows:

**Step 1** — The *formal notification* must include:

- (i) an invitation to submit observations on the list of grants affected by the findings;
- (ii) a request to submit revised financial statements for all grants affected;
- (iii) where possible, the correction rate for extrapolation established by the Commission to calculate the amounts to be rejected on the basis of the systemic or recurrent errors, *irregularities, fraud* or breach of obligations, if the beneficiary concerned:

- considers that the submission of revised financial statements is not possible or practicable; or

- will not submit revised financial statements.

**Step 2** — The beneficiary concerned has 60 calendar days from when it receives the *formal notification* to submit observations and revised financial statements or to propose a duly substantiated alternative correction method. This period may be extended by the Commission in justified cases.

**Step 3** — If the beneficiary concerned submits revised financial statements that take account of the findings the Commission will determine the amount to be corrected on the basis of those revised statements.

If the beneficiary proposes an alternative correction method and the Commission accepts it, the Commission must send a *formal notification* to the beneficiary concerned informing it:

- (i) that it accepts the alternative method;
- (ii) of the revised eligible costs determined by applying this method.

Otherwise the Commission must send a *formal notification* to the beneficiary concerned informing it:

- (i) that it does not accept the observations or the alternative method proposed;

- (ii) of the revised eligible costs determined by applying the extrapolation method initially notified to the beneficiary.

If the systemic or recurrent errors, *irregularities*, *fraud* or breach of obligations are found after the payment of the balance, the amount to be recovered corresponds to the difference between:

- (i) the revised final amount of the grant, determined in accordance with Article II.25 on the basis of the revised eligible costs declared by the beneficiary and approved by the Commission or on the basis of the revised eligible costs after extrapolation; and
  - (ii) the total amount paid to the beneficiaries under the Agreement for the implementation of the *action*;
- (b) If the findings concern improper implementation or a breach of another obligation the procedure is as follows:

**Step 1** — The *formal notification* must include:

- (i) an invitation to the beneficiary to submit observations on the list of grants affected by the findings and
- (ii) the correction flat rate the Commission intends to apply to the *maximum amount of the grant* or to part of it, according to the principle of proportionality.

**Step 2** — The beneficiary concerned has 60 calendar days from receiving the *formal notification* to submit observations or to propose a duly substantiated alternative flat-rate.

**Step 3** — If the Commission accepts the alternative flat rate proposed by the beneficiary, it must send a *formal notification* to the beneficiary concerned informing it:

- (i) that it accepts the alternative flat-rate;
- (ii) of the corrected grant amount by applying this flat rate.

Otherwise the Commission must send a *formal notification* to the beneficiary concerned informing it:

- (i) that it does not accept the observations or the alternative flat rate proposed;
- (ii) of the corrected grant amount by applying the flat rate initially notified to the beneficiary.

If the systemic or recurrent errors, *irregularities*, *fraud* or breach of obligations are found after the payment of the balance, the amount to be recovered corresponds to the difference between:

- (i) the revised final amount of the grant after flat-rate correction; and
- (ii) the total amount paid to the beneficiaries under the Agreement for the implementation of the *action*.

## II.27.8 Checks and inspections by OLAF

The European Anti-Fraud Office (OLAF) has the same rights as the Commission, particularly the right of access, for the purpose of checks and investigations.

Under Council Regulation (Euratom, EC) No 2185/96<sup>6</sup> and Regulation (EU, Euratom) No 883/2013<sup>7</sup> OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against *fraud* and other *irregularities*.

Where appropriate, OLAF findings may lead to the Commission recovering amounts from beneficiaries.

Moreover, findings arising from an OLAF investigation may lead to criminal prosecutions under national law.

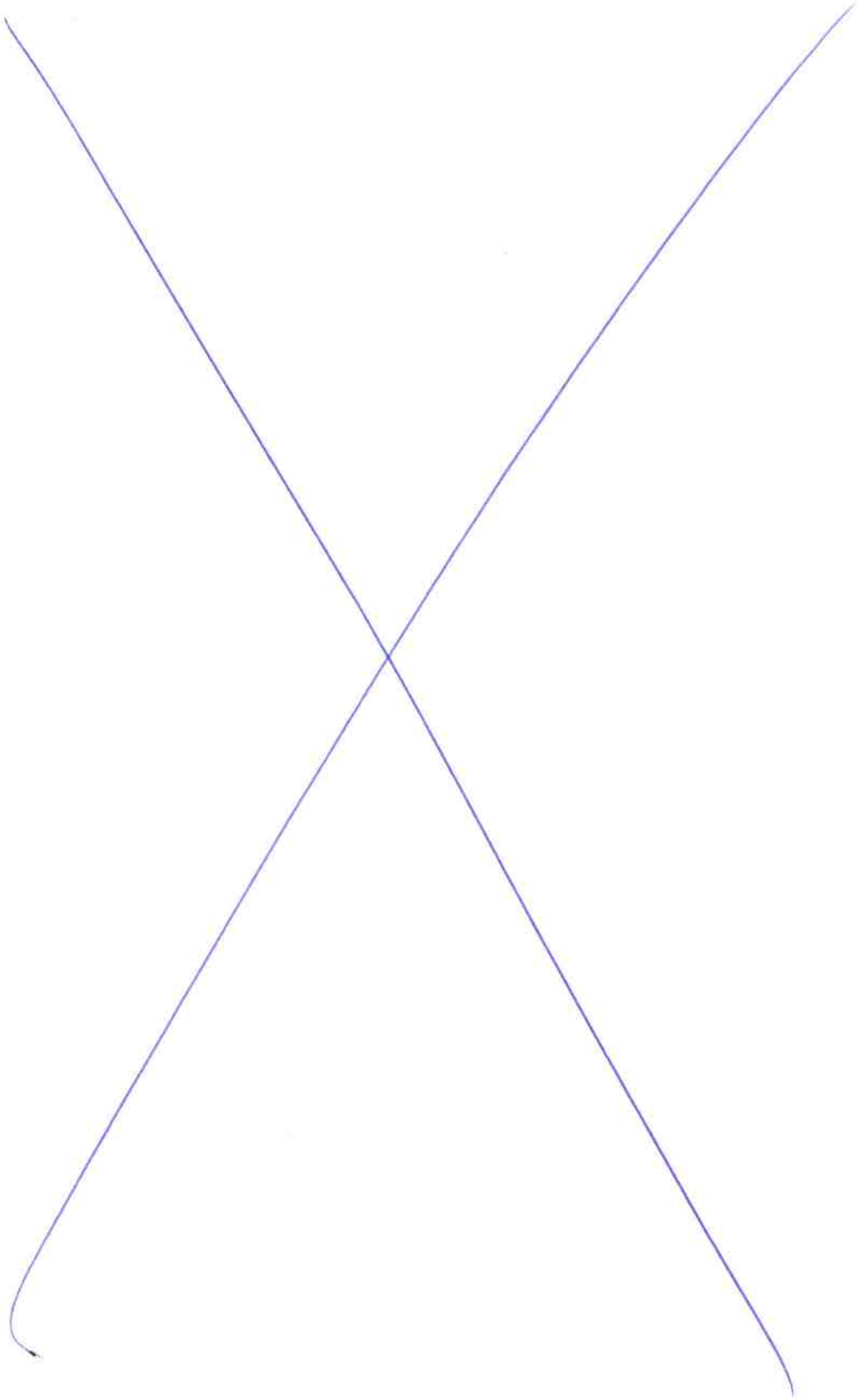
#### **II.27.9 Checks and audits by the European Court of Auditors**

The European Court of Auditors has the same rights as the Commission, particularly the right of access, for the purpose of checks and audits.

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<sup>6</sup> Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities.

<sup>7</sup> Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF).



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# Budget

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**Total cost of the action** 4 888 117.94

**Total eligible costs (D + I)** 4 888 117.94

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**Total eligible direct costs (D)** 4 568 334.52

## Heading 1 - Staff costs

Management..... 31 291.52  
Administration..... 732 796.20  
Secretariat..... 17 576.80  
Accounting..... 123 000.00  
Other staff..... 0.00  
**Total - Staff costs**..... 904 664.52

## Heading 2 - Travel, accommodation and subsistence allowances

Travel..... 27 700.00  
Subsistence allowances (accommodation, meals, etc.)..... 26 720.00  
**Total - Travel, accommodation and subsistence allowances**..... 54 420.00

## Heading 3 - Costs of services

Information dissemination..... 123 850.00  
Translations..... 0.00  
Reproductions and publications..... 6 200.00  
Specific evaluation..... 0.00  
Interpretations..... 3 000.00  
External expertise..... 121 200.00  
Other services..... 3 340 000.00  
**Total - Costs of services**..... 3 594 250.00

## Heading 4 - Administration costs

Depreciation for purchase of equipment..... 0.00  
Hire of rooms..... 0.00  
Hire of interpreting booths..... 0.00  
Audits..... 15 000.00  
Financial services..... 0.00  
Other administrative costs..... 0.00  
**Total - Administration costs**..... 15 000.00

Total eligible indirect costs (I) 319 783.42

**Heading 5 - Overheads**

Total overheads..... 319 783.42

**Total revenue of the action 4 888 117.94**

**Income 4 888 117.94**

**Income**

Total financial contribution (own resources)..... 244 918.10

Revenue generated by the action..... 0.00

Union grant..... 4 643 199.84

**Total Income.....4 888 117.94**





## Budget by applicant

**Total cost of the action** **4 888 117.94**

ANOFM .....	15 236.80
ANPAL-EURES NCO IT .....	3 770 555.88
CMRC .....	385 104.26
DIAN .....	32 142.80
EUK_IT .....	29 938.60
FGB .....	534 903.70
HZZ .....	19 516.80
IEFP IP .....	25 433.90
NEA - EURES NCO BG .....	15 236.80
PES Cyprus - EURES NCO CY .....	33 426.80
SAPIENZA - Uniroma1 .....	13 696.00
SEPE .....	5 392.80
UWV .....	7 532.80

**Total eligible costs (D + I)** **4 888 117.94**

**Total eligible direct costs (D)** **4 568 334.52**

### Heading 1 - Staff costs

ANOFM .....	8 000.00
ANPAL-EURES NCO IT .....	163 844.00
CMRC .....	295 910.52
DIAN .....	20 000.00
EUK_IT .....	11 060.00
FGB .....	328 000.00
HZZ .....	12 000.00
IEFP IP .....	21 250.00
NEA - EURES NCO BG .....	9 200.00
PES Cyprus - EURES NCO CY .....	24 600.00
SAPIENZA - Uniroma1 .....	10 800.00
<b>Total - Staff costs.....</b>	<b>904 664.52</b>

### Heading 2 - Travel, accommodation and subsistence allowances

ANOFM .....	5 040.00
ANPAL-EURES NCO IT .....	5 040.00



DIAN .....	5 040.00
EUK_IT .....	5 220.00
FGB .....	6 360.00
HZZ .....	5 040.00
IEFP IP .....	2 520.00
NEA - EURES NCO BG .....	5 040.00
PES Cyprus - EURES NCO CY .....	5 040.00
SEPE .....	5 040.00
UWV .....	5 040.00
<b>Total - Travel, accommodation and subsistence allowances.....</b>	<b>54 420.00</b>

### Heading 3 - Costs of services

ANOFM .....	1 200.00
ANPAL-EURES NCO IT .....	3 340 000.00
CMRC .....	64 000.00
DIAN .....	5 000.00
EUK_IT .....	11 700.00
FGB .....	165 550.00
HZZ .....	1 200.00
PES Cyprus - EURES NCO CY .....	1 600.00
SAPIENZA - Uniroma1 .....	2 000.00
UWV .....	2 000.00
<b>Total - Costs of services.....</b>	<b>3 594 250.00</b>

### Heading 4 - Administration costs

ANPAL-EURES NCO IT .....	15 000.00
<b>Total - Administration costs.....</b>	<b>15 000.00</b>

**Total eligible indirect costs (I) 319 783.42**

### Heading 5 - Overheads

ANOFM .....	996.80
ANPAL-EURES NCO IT .....	246 671.88
CMRC .....	25 193.74
DIAN .....	2 102.80
EUK_IT .....	1 958.60
FGB .....	34 993.70
HZZ .....	1 276.80
IEFP IP .....	1 663.90



NEA - EURES NCO BG .....	996.80
PES Cyprus - EURES NCO CY .....	2 186.80
SAPIENZA - Uniroma1 .....	896.00
SEPE .....	352.80
UWV .....	492.80
<b>Total overheads.....</b>	<b>319 783.42</b>

**Total revenue of the action**

**4 888 117.94**

**Income**

**4 888 117.94**

**Income**

ANOFM .....	761.84
CMRC .....	19 255.21
DIAN .....	1 607.14
EUK_IT .....	1 496.93
FGB .....	26 745.19
HZZ .....	975.84
IEFP IP .....	1 271.70
NEA - EURES NCO BG .....	761.84
PES Cyprus - EURES NCO CY .....	1 671.34
SAPIENZA - Uniroma1 .....	684.80
SEPE .....	0.00
UWV .....	0.00
Applicant's contribution after budget revision.....	189 686.27
Revenue generated by the action.....	0.00
Union grant.....	4 643 199.84
<b>Total Income.....</b>	<b>4 888 117.94</b>

# Heading 1 - Staff costs

## Management/Coordination (transnational and national)

Profile/category of personnel (Project Manager, Coordinator, etc.) + N° of persons per category	Name of the organisation	Types of employment (permanent/temporary) and work patterns (full-time/part-time)	Indicative daily salary cost	Number of days	Total
<b>ANPAL-EURES NCO IT</b>					
EURES National Coordinator - PROJECT COORDINATOR - n.1 person	ANPAL-EURES NCO IT	Permanent Staff / full-time	370.00	24.00	8 880.00
<b>CMRC</b>					
Director of DEPT III / Project manager n.1	CMRC	Permanent Staff / full-time	475.48	24.00	11 411.52
<b>PES Cyprus - EURES NCO CY</b>					
EURES National Coordinator - PROJECT COORDINATOR	PES Cyprus - EURES NCO CY	Permanent Staff / full-time	220.00	50.00	11 000.00

Total cost of management/coordination..... 31 291.52

## Implementation of the project

Profile/category of personnel (Project officer, senior, junior etc.) + N° of persons per category	Name of the organisation	Types of employment (permanent/temporary) and work patterns (full-time/part-time)	Indicative daily salary cost	Number of days	Total
<b>ANOFM</b>					
EURES ADVISER - n.1 person	EURES NCO RO	Permanent Staff / full-time	80.00	100.00	8 000.00
<b>ANPAL-EURES NCO IT</b>					
Operation coordination - senior research - n.1 person	ANPAL-EURES NCO IT	Permanent Staff / full-time	220.00	60.00	13 200.00
Support to coordination activities - senior research - n.1 person	ANPAL-EURES NCO IT	Permanent Staff / full-time	220.00	80.00	17 600.00
Support to management - senior expert - n.1 person	ANPAL-EURES NCO IT/ANPAL Servizi	Permanent Staff / full-time	421.56	20.00	8 431.20
Administrative officers: compliance check II level - n. 1 person	ANPAL-EURES NCO IT/ANPAL Servizi	Permanent Staff / full-time	244.62	440.00	107 632.80
<b>CMRC</b>					
Employer and jobseeker adviser full time - n.5	CMRC	Permanent Staff / full-time	166.84	1 250.00	208 550.00
Employer and jobseeker adviser part time n.2	CMRC	Permanent Staff / part-time	211.96	130.00	27 554.80
Administrative/Accounting and data monitoring collection n.1	CMRC	Permanent Staff / full-time	251.08	155.00	38 917.40
<b>DIAN</b>					
Mobility Adviser - n.1 person	DIAN	Permanent Staff / full-time	200.00	100.00	20 000.00
<b>EUK_IT</b>					
Administrative officers	EURODESK IT	Permanent Staff / full-time	180.00	42.00	7 560.00
Counsellors / training officers	EURODESK IT	Permanent Staff / full-time	250.00	14.00	3 500.00
<b>FGB</b>					

Supporting coordination and methodology - Senior expert	FGB	Temporary Staff / full-time	350.00	60.00	21 000.00
Information, promotion and communication - Senior expert	FGB	Permanent Staff / full-time	300.00	100.00	30 000.00
Supporting coordination, partners relations and other transversal activities - junior expert	FGB	Permanent Staff / full-time	200.00	440.00	88 000.00
Monitoring and quality - Senior expert	FGB	Temporary Staff / part-time	300.00	220.00	66 000.00
<b>HZZ</b>					
EURES ADVISER - n.1 person	EURES NCO HR	Permanent Staff / full-time	80.00	150.00	12 000.00
<b>IEFP IP</b>					
EURES ADVISER - n.1 person	EURES NCO PT	Permanent Staff / full-time	170.00	125.00	21 250.00
<b>NEA - EURES NCO BG</b>					
EURES ADVISER - n.1 person	EURES NCO BG	Permanent Staff / full-time	80.00	115.00	9 200.00
<b>PES Cyprus - EURES NCO CY</b>					
EURES ADVISER - n.4 person	EURES NCO CY	Permanent Staff / full-time	136.00	100.00	13 600.00
<b>SAPIENZA - Uniroma1</b>					
Officers - n. 3 persons	SAPIENZA UNIROMA 1	Permanent Staff / full-time	180.00	60.00	10 800.00

**Total cost of Implementation of the project..... 732 796.20**

#### Secretarial cost

Profile/category of personnel (Secretary, etc.) + N° of persons per category	Name of the organisation	Types of employment (permanent/ temporary) and work patterns (full-time/part-time)	Indicative daily salary cost	Number of days	Total
<b>ANPAL-EURES NCO IT</b>					
Officer - n.1 person	ANPAL - EURES NCO IT	Permanent Staff / full-time	135.00	60.00	8 100.00
<b>CMRC</b>					
Secretariat - n.1	CMRC	Permanent Staff / full-time	118.46	80.00	9 476.80

**Total cost of secretarial..... 17 576.80**

#### Accounting

Profile/category of personnel (Senior, junior financial officer, etc.) + N° of persons per category	Name of the organisation	Types of employment (permanent/ temporary) and work patterns (full-time/part-time)	Indicative daily salary cost	Number of days	Total
<b>FGB</b>					
Financial supervising, Accounting, financial reporting - Senior expert	FGB	Permanent Staff / full-time	350.00	100.00	35 000.00
Accounting and delivering payment - Junior expert	FGB	Temporary Staff / full-time	200.00	440.00	88 000.00

**Total cost of accounting..... 123 000.00**

#### Other staff [ No data entered ]

**Total cost of Other staff..... 0.00**

Total staff costs..... 904 664,52



## Heading 2 - Travel, accommodation and subsistence allowances

### Travel, accommodation and subsistence allowance

The "Daily cost per person" covers accommodation costs and the daily subsistence allowance (DSA).

Purpose of the travel	Place of the event	Average travel cost per person	Number of people	Travel sub-total	Daily Cost per person	Number of people	Number of days	Subsistence and accommodation sub-total	Total
<b>ANOFM</b>									
PROJECT WORKING GROUPS n. 3	ROME	400.00	6.00	2 400.00	220.00	6.00	2.00	2 640.00	5 040.00
<b>ANPAL-EURES NCO IT</b>									
NETWORKING / STEERING MEETING WITH THE EU COMMISSION	BRUSSELS	400.00	1.00	400.00	220.00	1.00	2.00	440.00	840.00
NETWORKING / STEERING MEETING WITH THE EU COMMISSION	BRUSSELS	400.00	1.00	400.00	220.00	1.00	2.00	440.00	840.00
NETWORKING / STEERING MEETING WITH THE EU COMMISSION	BRUSSELS	400.00	1.00	400.00	220.00	1.00	2.00	440.00	840.00
NETWORKING / STEERING MEETING WITH THE EU COMMISSION	BRUSSELS	400.00	1.00	400.00	220.00	1.00	2.00	440.00	840.00
EU LEVEL OR EU PRESIDENCY EVENT	BRUSSELS OR OTHER EUROPEAN CITY	400.00	1.00	400.00	220.00	1.00	2.00	440.00	840.00
EU LEVEL OR EU PRESIDENCY EVENT	BRUSSELS OR OTHER EUROPEAN CITY	400.00	1.00	400.00	220.00	1.00	2.00	440.00	840.00
<b>DIAN</b>									
PROJECT WORKING GROUPS n. 3	ROME	400.00	6.00	2 400.00	220.00	6.00	2.00	2 640.00	5 040.00
<b>EUK_IT</b>									
targeted seminars - n. 9	South Italy Regions	300.00	9.00	2 700.00	180.00	1.00	14.00	2 520.00	5 220.00
<b>FGB</b>									
NETWORKING / STEERING MEETING WITH THE EU COMMISSION	BRUSSELS	400.00	1.00	400.00	220.00	1.00	2.00	440.00	840.00
NETWORKING / STEERING MEETING WITH THE EU COMMISSION	BRUSSELS	400.00	1.00	400.00	220.00	1.00	2.00	440.00	840.00
NETWORKING / STEERING MEETING WITH THE EU COMMISSION	BRUSSELS	400.00	1.00	400.00	220.00	1.00	2.00	440.00	840.00
NETWORKING / STEERING MEETING WITH THE EU COMMISSION	BRUSSELS	400.00	1.00	400.00	220.00	1.00	2.00	440.00	840.00
bilateral meeting with consortium - n.20	various destination	150.00	20.00	3 000.00	0.00	0.00	0.00	0.00	3 000.00
<b>HZZ</b>									
PROJECT WORKING GROUPS n. 3	ROME	400.00	6.00	2 400.00	220.00	6.00	2.00	2 640.00	5 040.00
<b>IEFP IP</b>									

PROJECT WORKING GROUPS n. 3	ROME	400.00	3.00	1 200.00	220.00	3.00	2.00	1 320.00	2 520.00
<b>NEA - EURES NCO BG</b>									
PROJECT WORKING GROUPS n. 3	ROME	400.00	6.00	2 400.00	220.00	6.00	2.00	2 640.00	5 040.00
<b>PES Cyprus - EURES NCO CY</b>									
PROJECT WORKING GROUPS n. 3	ROME	400.00	6.00	2 400.00	220.00	6.00	2.00	2 640.00	5 040.00
<b>SEPE</b>									
PROJECT WORKING GROUPS n. 3	ROME	400.00	6.00	2 400.00	220.00	6.00	2.00	2 640.00	5 040.00
<b>UWV</b>									
PROJECT WORKING GROUPS n. 3	ROME	400.00	6.00	2 400.00	220.00	6.00	2.00	2 640.00	5 040.00

**Total of travel costs.....** 27 700.00

**Total of subsistence and accommodation costs.....** 26 720.00

**Total - Travel, accommodation and subsistence allowances.....** 54 420.00



## Heading 3 - Cost of services

### Information dissemination

Nature of costs	Quantity	Unit cost	Total
<b>ANOFM</b>			
targeted events (e.g. seminars, business breakfast with employer, recruitment day, work shops, ...)	2.00	600.00	1 200.00
<b>DIAN</b>			
targeted events (e.g. seminars, business breakfast with employer, recruitment day, work shops, ...)	2.00	1 000.00	2 000.00
publicity/advertisements (on national/local websites and other channells)	1.00	3 000.00	3 000.00
<b>EUK_IT</b>			
N. 18 targeted workshop on mobility opportunity with young people in Italian Southern Regions	18.00	250.00	4 500.00
<b>FGB</b>			
New integrated projects platform and + community tools (project partners and Advisers) + interviews employer common tool + contest platform	1.00	80 000.00	80 000.00
N.2 targeted events at national level with Employers (in cooperation with ANPAL and UNIONCAMERE)	2.00	2 000.00	4 000.00
YfeJ Contest: winners participation costs and award	10.00	635.00	6 350.00
EU level dissemination event in Rome (launch and final event) and partner meetings	2.00	8 000.00	16 000.00
<b>HZZ</b>			
targeted events (e.g. seminars, business breakfast with employer, recruitment day, work shops, ...)	2.00	600.00	1 200.00
<b>PES Cyprus - EURES NCO CY</b>			
targeted events (e.g. seminars, business breakfast with employer, recruitment day, work shops, ...)	2.00	800.00	1 600.00
<b>SAPIENZA - Uniroma1</b>			
targeted events (e.g. seminars, info days, workshops, ...)	2.00	1 000.00	2 000.00
<b>UWV</b>			
targeted events (e.g. seminars, business breakfast with employer, recruitment day, work shops, ...)	2.00	1 000.00	2 000.00

**Total information dissemination.....** 123 850.00

### Translations [ No data entered ]

Total number of languages (the document is translated to), cost per page (1 page=1500 characters without blanks)

**Total translations.....** 0.00

### Reproductions and publications

Document	Number of pages	Unit cost	Total
<b>FGB</b>			
Roll up n. 100	100.00	50.00	5 000.00
leaflets and other promotional material	6 000.00	0.20	1 200.00

**Total reproductions and publications.....** 6 200.00

### Specific evaluation [ No data entered ]

**Total specific evaluation.....** 0.00



### Interpretations

Meeting	Languages	Number of interpreters	Number of days	Daily cost per interpreter	Total
<b>FGB</b>					
Launch and final project events	EN-IT	2.00	2.00	750.00	3 000.00

**Total interpretations**..... 3 000.00

### External expertise

Task	Number of days	Daily cost	Total
<b>CMRC</b>			
Dario Manna - Operational Manager	80.00	400.00	32 000.00
Maria Fabiani - Data science, strategy/businness analisys, evidence based planning	80.00	400.00	32 000.00
<b>EUK_IT</b>			
Experts to involve in targeted workshop on mobility opportunity with young people in Italian Southern Regions	9.00	800.00	7 200.00
<b>FGB</b>			
Veronica Messori- Operational Manager	100.00	300.00	30 000.00
Social media adv and campaigning (to be defined)	80.00	200.00	16 000.00
graphical editing (to be defined)	20.00	200.00	4 000.00

**Total external expertise**..... 121 200.00

### Other Services

Service	Amount	Total
<b>ANPAL-EURES NCO IT</b>		
Interview trip allowance (average cost eur 233 x n. 1000 JSs)	233 000.00	233 000.00
Relocation allowance (average cost eur 900 x n. 1500 JSs)	1 350 000.00	1 350 000.00
Language, preparatory training/MOOC (average cost eur 1800 (on site) / eur 50 (MOOC) x n. 1200 JSs)	935 000.00	935 000.00
Recognition of qualification (average cost eur 400 x n. 200 JSs)	80 000.00	80 000.00
Supplementary trip allowance (average cost eur 420 x n. 100 JSs)	42 000.00	42 000.00
Subsistence allowance for trainees (average cost eur 1800 x n. 100 JSs)	180 000.00	180 000.00
Integration programme for SME (average cost eur 1300 x n. 400 JSs)	520 000.00	520 000.00

**Total other services**..... 3 340 000.00

**Total - Costs of services**..... 3 594 250.00

## Heading 4 - Administration costs

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Depreciation for purchase of equipment [ No data entered ]

Total depreciation..... 0.00

Hire of rooms [ No data entered ]

Total hire of rooms..... 0.00

Hire of interpreting booths [ No data entered ]

Total Hire of interpreting booths..... 0.00

### Audits

Auditor	Cost	Total
ANPAL-EURES NCO IT		
AUDIT CERTIFICATION (AUDITOR TO BE HIRED FOR THE PROJECT)	15 000.00	15 000.00

Total audits..... 15 000.00

Financial costs [ No data entered ]

Total financial costs..... 0.00

Other administrative costs [ No data entered ]

Total Other Administrative costs..... 0.00

Total - Administration costs..... 15 000.00

## Heading 5 - Overheads

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### Applicant's overheads

Overheads are not eligible for operating grants

Incurring by	Amount
ANPAL-EURES NCO IT	246 671.88
FGB	34 993.70
CMRC	25 193.74
EUK_IT	1 958.60
NEA - EURES NCO BG	996.80
PES Cyprus - EURES NCO CY	2 186.80
HZZ	1 276.80
DIAN	2 102.80
UWV	492.80
IEFP IP	1 663.90
ANOFM	996.80
SEPE	352.80
SAPIENZA - Uniroma1	896.00

**Total**..... 319 783.42

## Heading 6 - Income

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<b>Total Income (T = C + R + S)</b> .....	4 888 117.94
<b>Revenue generated by the action (R)</b> .....	0.00
<b>Union grant (S)</b> .....	4 643 199.84
<b>Total financial contribution (own resources) (C = C1 + C2 + C3)</b> .....	244 918.10
<b>Applicant's contribution after budget revision (C1)</b> .....	189 686.27

### Co-applicants' contribution (C2)

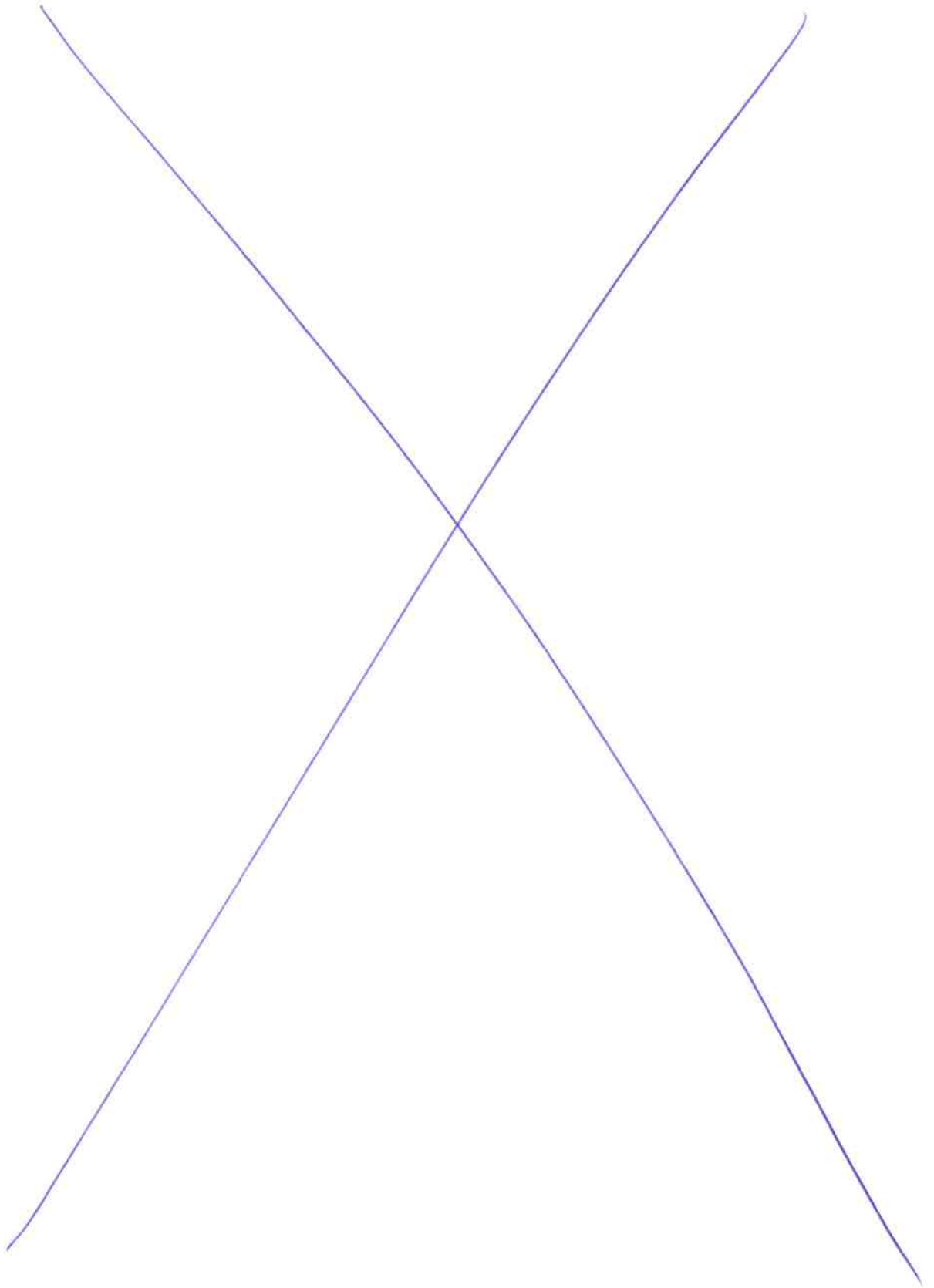
Please be aware that the contribution of a co-applicant has to include the amount of its affiliated entities participating in this action

Co-applicant	Contribution
FGB	26 745.19
CMRC	19 255.21
EUK_IT	1 496.93
NEA - EURES NCO BG	761.84
PES Cyprus - EURES NCO CY	1 671.34
HZZ	975.84
DIAN	1 607.14
UWV	0.00
IEFP IP	1 271.70
ANOFM	761.84
SEPE	0.00
SAPIENZA - Uniroma1	684.80

**Total co-applicants' contribution (C2)**.....55 231.83

**Third parties' contribution (C3) [ No data entered ]**

**Total third parties' contribution (C3)**.....0.00



①

# ANNEX TO THE GRANT AGREEMENT

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Final technical report template related to activities launched using funding from the European Union Programme for Employment and Social Innovation

**EaSI 2014-2020**

This exercise should tell us how the EU-funded action under EaSI Programme (Regulation EU No 1296/2013) has progressed and what was achieved in the funding period.

This form must be completed in English.

**The deadline for returning BOTH hard and electronic versions of your report is indicated in the Special Conditions of your grant agreement.**



# QUALITATIVE INFORMATION

## Results

### Main objectives

List the original goals and objectives of the action as set out in the grant agreement, and explain how they were met during the implementation period.

### Policy themes

## Summary of the implementation of the activities

Please summarise your action as well as any difficulties you have faced in implementing it.

Please report separately on each group of activities and/or component of your action.

### Activity

#### Planned

Please shortly present your project plan/activity plan as outlined in the approved action grant agreement.

#### Implemented

Please describe the activities and results of the action

#### Changes

Was there any variance from the original action plan?

- Yes  
 No

Describe any variance from the original action plan. Describe how and why, provide justification of the change(s) made and impact on project implementation.

### Target groups involved

- National, regional and local authorities
- Employment services
- Specialist bodies provided for under Union law
- Social partners
- Non-governmental organisations
- Higher education institutions and research institutes
- Experts in evaluation and in impact assessment
- National statistical offices
- Media
- Others

### Mention the other target groups





<b>Issues addressed by the project</b>	<input type="checkbox"/> Youth employment <input type="checkbox"/> Combat long-term unemployment <input type="checkbox"/> Fight against poverty and social exclusion <input type="checkbox"/> Promotion of equality between women and men <input type="checkbox"/> Promotion of a high level of quality and sustainable employment <input type="checkbox"/> Guarantee adequate and decent social protection <input type="checkbox"/> Combat discrimination based on sex, racial or ethnic origin, religion or belief, disability, age or sexual orientation; pay particular attention to vulnerable groups, such as young people <input type="checkbox"/> Transnational dimension
<b>How were those issues addressed?</b>	

**Key messages, conclusions and policy follow-up**

<b>Key messages</b>	
<b>Conclusions</b> What are the most important conclusions and lessons learned from the action?	
<b>Policy follow-up</b>	

# EXECUTIVE SUMMARY

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Beneficiaries/contractors must provide in the final technical implementation report, or upon specific request, an executive summary regarding the results /impact achieved by the project.

The executive summary will be published. It should be a stand-alone summary of the action and its implications. It should be concise (max 7500 characters), written in plain language and be made available to the Commission in **English**. Other EU languages are welcome but optional.

The executive summary must include the following::

## 1. Short description of the action:

Context and policy areas, main objectives, target group(s) and key activities and deliverables (provide also the publication and website address).

- **The context of the action.** Please describe why your organisation or consortium decided to implement this particular action. Is this action a follow-up to any previously implemented activities funded either by national or EU funds? Where does this action fit in the overall activities/strategy of your organisation? To which of the local/national/EU level policies your action contributes?
- **Main policy areas and sub-areas.** Please mention policy areas and sub-areas where your action is expected to take an effect. For example, a policy area can be indicated as 'social protection and social inclusion,' while 'long term care' could be a sub-area. Please elaborate where exactly your action aims to contribute in terms of the indicated policy areas and sub-areas.
- **Main objectives.** Please indicate what your action aimed to achieve.
- **Key activities.** Please indicate the main activities that you implemented to achieve the objectives listed in the section above. If you have introduced any significant changes to what was planned in the beginning of the project, please explain why these changes were necessary and what effect they had on the outcomes of the action.
- **Target groups.** Please indicate the target groups of your action. Please comment if you took any actions in order to involve groups that are vulnerable (e.g. young people, long-term unemployed). Did you take any actions in order to ensure that women and men are equally included in your activities?
- **Deliverables.** Please indicate what are the main deliverables of your action? Were they published in paper or on-line? If so, please provide the links/references to publications. Please explain how have the main deliverables of the project contributed to achievement of the project objectives listed above? If available, please also provide a website of your action.

## 2. Conclusions:

Description of results, impacts and EU added value.

- **Results of the action.** List all the relevant results of your action. Please directly address the issue whether your action achieved everything that you have planned. For this, please compare your results with the objectives that you have indicated above. In case you have not achieved everything that was planned, please explain why this was the case.
- **Impacts of the action.** Please list the impacts of your action (actual or expected). Since it might take time for the impacts to materialise, please also reflect on the expected impacts. Please indicate the impacts of your action on: the population (local, national or EU), your organisation, other national or EU organisations, policy (at the local, national, EU or international level). Will the achieved impacts be sustainable? What are the factors suggesting the sustainability or unsustainability of the impacts?
- **EU added value.** According to the Better Regulation Guidelines, EU-added value looks for changes, which (as it can be reasonably argued) are due to EU intervention rather than any other factors. EU added value may result from different factors e.g. co-ordination gains, improved legal certainty, greater effectiveness or complementarity. Please indicate:

- a. Could you have implemented a similar action without the EU funding? Where exactly the EU funding has mostly contributed in your action's budget?
- b. Has a given effect of the action been achieved at a lower cost for taxpayers because the intervention took place at EU level?
- c. Has your action implemented or led to networking among the national/EU organisations?

In addition, depending on the type and nature of the action, please try to answer the following questions:

- d. Has your action contributed to implementing the EU legislation or ensuring that the legislation is correctly implemented?
- e. Have you implemented/promoted any "best practices" identified under your previous activities? Could you mention such practices?
- f. Have you implemented any activities that allowed for benchmarking among the Member States (such as peer reviews, mutual learning events)? Do you have any examples of decisions based on such benchmarking activities?
- g. Have your activities allowed for mitigation of any cross-border risks that might have harmed your activities if they were implemented only at the national level? Please explain.
- h. Has your action contributed to the free movement of persons? If yes, please explain how.

**When completing this part, please focus in particular on pointing out the potential good practices implemented during the project.**

Good practice is a process or a methodology that has been proven to work well and produce good results, and is therefore recommended as a model or as a useful example. To indicate the potential good practices, please consider the following questions:

- Are there any elements of the project that could be transferred/up-scaled to other similar contexts? Is it foreseen?



- Are there any elements of the project that you consider innovative?
- Was new policy evidence (studies, reports, methodologies, etc.) produced as a result of the project?
- What are the key impacts of your action?
- Were there any elements of the project that could not have been implemented without the EU support?
- Will the results/impacts of the project be sustainable after it finishes? How will the sustainability of the project impacts be ensured?
- Did you develop new partnerships (national/EU/international) as a result of this action? Are these partnerships lasting?

### 3. Policy follow-up:

Description of the policy follow up and recommendations.

- **The expected policy follow-up.** Please indicate whether your or other organisations (to the best of your knowledge) have plans to replicate or up-scale this action. Will the action be continued without the EU funding? Will other organisations implement a similar action because they have learned from your action? Will any other actions be taken as a follow-up for your action?
- **Lessons and recommendations.** Please provide a short list of lessons and recommendations resulting from your projects. What have you learned from the implementation of this action that could be used in the future by other organisations implementing similar actions? What obstacles have you faced and how did you react? Based on your action, what would you recommend for other similar organisations working in the same policy area?

#### Short description of the action

Context and policy areas, main objectives, target group(s) and key activities and deliverables (provide also the publication and website address)

#### Conclusions

Description of achievements, impacts and EU added value

#### Policy follow-up

Description of the policy follow-up and recommendations

### Translations

You can now add the translations of the executive summary entered before. This information will also be published on the website allowing more people to know about your action.

#### Translation

##### Title of the action

##### Language

##### Short description of the action

Context and policy areas, main objectives, target group(s) and key activities and deliverables (provide also the publication and website address)

##### Conclusions

Description of achievements, impacts and EU added value

##### Policy follow-up

Description of the policy follow-up and recommendations

# QUANTITATIVE INFORMATION

Please enter the information on outputs delivered by the action.

## Analytical outputs

Enter the number of outputs irrespective of whether they were published or not. An output produced in several languages counts as a single output.

Number of newly developed and/or maintained quantitative and qualitative databases

Number of common methodologies, classifications, micro-simulations, indicators and benchmarks

Number of reports: surveys, studies, analyses and expertise

Number of evaluations and impact assessments

Number of monitoring and assessment reports on the transposition and implementation of Union law

Has your project implemented social policy experimentation as a method for testing and evaluating innovative solutions?  Yes  No

### Outputs dissemination

Please explain how and to whom the reports were disseminated: target audiences (e.g. EU, national, regional or local policy-makers, socio-economic partners, etc.) and means used (e.g. printed copies, Internet, etc.)(Max 2000 characters)

## Output dissemination

Enter the number of outputs related to mutual learning, awareness raising and dissemination.

(1) Provide the list of participants: name, sex, type of organisation, country and e-mail addresses.

### Training sessions of legal and policy practitioners (1)

Number of sessions

Number of women

Number of men

Total number of participants

### Exchanges of good practice, peer reviews and mutual learning events (1)

Number of events

Number of women

Number of men

Total number of participants

### Conferences, seminars and other high-level events (1)

Number of events

Number of women

Number of men

Total number of participants

Number of guides, educational material

Number of information systems developed and maintained in order to exchange and disseminate information

Other information and communication actions (including those targeted to the media)

### Output dissemination

Please explain how and to whom were the outputs disseminated: target audiences (e.g. EU, national, regional or local policy-makers, socio-economic partners, etc.) and means used (e.g. newsletters, newspapers, community of practices, etc.)(Max 2000 characters)

### Support outputs

Enter the number of outputs related to capacity building and support to actors.

(1) Provide the list of participants: name, sex, type of organisation, country and email addresses.

Number of EU multilingual digital platforms and electronic exchange systems

Number of provisions of information, counsellings, placements and recruitment services

### Number of events supporting capacity building actions (1)

Please indicate the number of events supporting capacity building actions for national, regional and local administrations, specialist services responsible for promoting geographical mobility, civil society organisations, social partners, microcredit providers

**Number of events**

**Number of women**

**Number of men**

**Total number of participants**

**Number of working groups organised for national officials to monitor the implementation of Union law (1)**

Please indicate the number of working groups organised for national officials to monitor the implementation of Union law

**Number of events**

**Number of women**

**Number of men**

**Total number of participants**

**Number of events supporting networking and cooperation meetings (1)**

Please indicate the number of events supporting networking and cooperation meetings among specialist bodies and other relevant stakeholders, national, regional and local authorities and employment services at European level

**Number of events**

**Number of women**

**Number of men**

**Total number of participants**

**Number of exchanges of personnel between national, regional and local administrations (1)**

Please indicate the number of exchanges of personnel between national, regional and local administrations, employment services, civil society organisations, social partners, international organisations or other organisations

**Number of events**

**Number of women**

**Number of men**

**Total number of participants**

Please enter the number of participants belonging to:

**National, regional and local administrations**

**Employment services**

**Civil society organisations, including NGOs**

**Social partners**

International organisations

European-level observatories

Microcredit providers and investors in social enterprises

### **Dissemination**

Please explain how and to whom were the actions disseminated: target audiences (e.g. EU, national, regional or local policy-makers, socio-economic partners, etc.) and means used (e.g. newsletters, newspapers community of practices, etc.)  
(Max 2000 Characters)

### **Notice to participants of events to be announced by the organisers:**

Persons taking part in this event will be registered in a document called 'the list of participants', which will include at least their first and last names and e-mail addresses. Depending on particular cases, it might also include participants' sex, organisation and country details. The personal data included in the list of participants will be necessary and used for monitoring of the EU Programme for Employment and Social Innovation (EaSI), including for surveys carried out throughout the programme duration.

The participants in EaSI-supported events can be contacted via surveys to learn their views and opinions about an EaSI-supported event in which they have participated, e.g. a conference, meeting, seminar or other type of event funded fully or partially by the EaSI programme.

The collected personal data and all information related to the above mentioned surveys is stored on a server of the external contractor of the European Commission, who guarantees the data protection and confidentiality required by the Regulation (EC) 45/2001.

When you receive the survey, you will be able to verify, which personal data is stored, have it modified, corrected, or deleted. You will also have the possibility to ask questions regarding surveys or on the processing of information in the context of the surveys.

# SIGNATURE

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## Declaration

<b>Title</b>	<input type="text"/>
<b>First name</b>	<input type="text"/>
<b>Surname</b>	<input type="text"/>
<b>Position held in the organisation</b>	<input type="text"/>
<b>Organisation name</b>	<input type="text"/>

I confirm that I am duly authorised to sign this declaration on behalf of the organisation named. I certify that the information given in this report is correct, accurate, current, and adopted or approved by the organisation for which I lead.  
I understand that the Commission may contact me to clarify any details in this report, including providing any supplementary information as applicable. I confirm that I am authorised by my organisation for this purpose.

**On behalf of the organisation: date and signature**

